

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, OCTOBER 11, 2016
7:00 P.M.**

**COUNCIL CHAMBERS, FIRCREST CITY HALL
115 RAMSDALL STREET, FIRCREST, WA 98466**

1. **CALL TO ORDER BY PRESIDING OFFICER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PRESIDING OFFICER'S REPORT**
 - A. Pierce County Prosecutor Mark Lindquist update presentation
 - B. [Liquor License Renewal](#) – Listening Juice Corporation (Sammy's Pizza)
 - C. [Liquor License Application](#) – Rollin 253
 - D. Tacoma Fire Department update
5. **CITIZEN 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. Parks & Recreation
 - B. Environment, Planning, Building
 - C. Finance, IT
 - D. Administration
7. **CONSENT CALENDAR**
 - A. Approval of Vouchers/Payroll Checks
 - B. Approval of Minutes: [September 26, 2016](#) Special City Council meeting
[September 27, 2016](#) Regular City Council meeting
[October 3, 2016](#) Special City Council meeting
 - C. Setting a public hearing on October 25, 2016 to receive comments on amendments to Fircrest Municipal Code Title 20 regarding sanitary sewer charges
 - D. Setting a public hearing on October 25, 2016 to receive comments on amendments to Fircrest Municipal Code Title 21 regarding water charges
 - E. Setting a public hearing on October 25, 2016 to receive comments on amendments to Fircrest Municipal Code Title 20 regarding storm water charges
 - F. Setting a public hearing on October 25, 2016 to receive comments on amendments to Fircrest Municipal Code Title 5 regarding the addition of a storm water utility tax
8. **PUBLIC HEARING 7:15 P.M.**
 - A. [To receive comments on revenue sources for the 2017 Budget including property taxes](#)
 - B. [To receive comments on the Preliminary 2017 Budget](#)
9. **UNFINISHED BUSINESS**

10. NEW BUSINESS

- A. Resolution authorizing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission for multijurisdictional DUI, distracted driving and seat belt patrols – Police Chief John Cheesman
- B. Ordinance amending Fircrest Municipal Code Section 2.44.120 relating to vision and hearing care for full time employees – City Manager Rosenblatt
- C. Ordinance amending the City of Fircrest Comprehensive Plan Capital Facilities Elements – Planning and Building Administrator Stahlnecker
- D. Resolution authorizing the City Manager to execute a Professional Service Agreement with Sitecrafting Inc., for a new website for the City website – Finance Director Corcoran
- E. Resolution authorizing the City Manager to execute a Professional Service Agreement with PageFreezer Software, Inc., for services for daily archiving of the City's website and social media accounts - Finance Director Corcoran
- F. Motion to adjust budget - Finance Director Corcoran
- G. Salary ordinance for 2017 - Finance Director Corcoran
- H. Ordinance fixing the Ad Valorem Tax Levy for Fiscal Year 2017 – Finance Director Corcoran
- I. Resolution establishing the amount and percentage increase of 2017 Regular Tax Levy over 2016 Regular Tax Levy – Finance Director Corcoran
- J. Resolution establishing the amount and percentage increase of 2017 EMS Tax Levy over 2016 EMS Tax Levy – Finance Director Corcoran
- K. Motion authorizing the City Manager to sign the 2017 regular property tax and regular EMS levy certification forms - Finance Director Corcoran
- L. Ordinance amending FMC 2.44.070 reestablishing the Municipal Court Judge, Civil Service Chief Examiner and Information Services Manager pay – Finance Director Corcoran
- M. Resolution authorizing the City Manager to execute an agreement with BIAS Software to provide software support for BIAS software applications for the year 2017 - Finance Director Corcoran

11. CITY MANAGER COMMENTS

12. DEPARTMENT HEAD COMMENTS

13. COUNCILMEMBER COMMENTS

14. EXECUTIVE SESSION

- A. Labor negotiations (Not subject to Open Meetings Act)

15. ADJOURNMENT

COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON AGENDA

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **October 11, 2016**

SUBJECT: **Liquor License Renewal for Sammy's Pizza
Fircrest**

FROM: **Rick Rosenblatt, City Manager**

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: **I move to register no objections to the renewal of the liquor license for Listening Juice Corporation (Sammy's Pizza Fircrest).**

PROPOSAL: Council is being asked to approve a motion to register no objections to the renewal of the liquor license for Sammy's Pizza Fircrest. The restaurant is selling beer and wine and pizza.

FISCAL IMPACT: None to approve the license application.

ADVANTAGES: Allows Council input on the license application.

DISADVANTAGES: There could be neighborhood concerns.

ALTERNATIVES: Council could recommend not approving the license but would need a reason to deny the license.

HISTORY: The Washington State Liquor Control Board sent notification of the liquor license renewal. This allows the City the opportunity to make comments and recommendations regarding approval or disapproval to the Board. Finance, Planning and Building and Police responses are attached. Unless Council has objections the license will be issued.

Attachment(s): Liquor License application documents from the Washington State Liquor Control Board
Staff comment forms



Washington State
Liquor and Cannabis Board
PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1600
www.l1q.wa.gov Fax #: (360) 753-2710

September 06, 2016

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

CITY OF FIRCREST

SEP 21 2016

RECEIVED

CITY OF FIRCREST

SEP 21 2016

RECEIVED

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wsxcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIC 864 07/10

CITY OF FIRCREST

SEP 21 2016

RECEIVED

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 09/06/2016
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20161231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
I. LISTENING JUICE CORPORATION	SAMMY'S PIZZA FIRCREST / PETEY'S 1039 REGENTS BLVD FIRCREST	423427	BEER/WINE REST - BEER/WINE
	WA 98466 6030		



115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Renewal

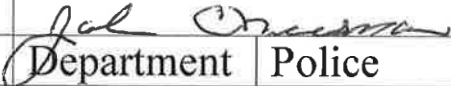
Applicant Name	Listening Juice Corporation		
Establishment Name	Sammy's Pizza Fircrest/Petey's		
Address	1039 Regents Blvd		
Comments			
<p>Zoned Neighborhood Commercial (NC). This is a permitted use subject to the performance standards listed in FMC 22.58.029. Planning and Building has no objections to the license.</p>			
Director Signature			
Date	09/22/2016	Department	Planning/Building



115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License

Applicant Name	Listening Juice Corporation		
Establishment Name	SAMMY'S PIZZA		
Address	1039 Regents Blvd		
Comments			
<p>This is a new business in town I do not anticipate any problems with the service of alcohol at this establishment.</p>			
Director Signature			
Date	9/26/2016	Department	Police



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Application

Applicant Name	Listening Juice Corporation		
Establishment Name	Sammy's Pizza Fircrest/Pete's		
Address	1039 Regents Blvd		
Comments			
No concerns per Finance			
Director Signature	Colleen Corcoran		
Date	9/29/16	Department	Finance

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **October 11, 2016**

SUBJECT: **Liquor License Application for Rollin 253**

FROM: **Rick Rosenblatt, City Manager**

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: **I move to register no objections to the liquor license application for Rollin 253.**

PROPOSAL: Council is being asked to approve a motion to register no objections to the liquor license for Rollin 253. Alcohol will be served in the snack bar.

FISCAL IMPACT: None to approve the license application. Increased sales tax on food and liquor is anticipated.

ADVANTAGES: Allows Council input on the license application.

DISADVANTAGES: There have been calls for Police assistance from this facility.

ALTERNATIVES: Council could recommend not approving the license but would need a reason for this new business not to sell alcohol.

HISTORY: The Washington State Liquor Control Board sent notification of the liquor license application. This allows the City the opportunity to make comments and recommendations regarding approval or disapproval to the Board. Finance, Planning and Building and Police responses are attached. It should be noted there have been calls for Police assistance usually involving teenagers not drinking aged adults. Unless Council has objections the license will be issued.

Attachment(s): Liquor License application documents from the Washington State Liquor Control Board
Staff comment forms



NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: <http://lcb.wa.gov>

TO: CITY MANAGER
RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov

DATE: 9/23/16

UBI: 603-171-671-001-0001

License: 423763 - 1T County: 27

Tradename: ROLLIN 253

Loc Addr: 2101 MILDRED ST W
FIRCREST WA 98466-6135

Mail Addr: 9020 LK STEILACOOM PT RD SW
LAKEWOOD WA 98498

Phone No.: 253-292-1498 JERRI TURNER

APPLICANTS:

ROLLER SKATE NORTHWEST, LLC

BODINE, BRUCE
1957-05-15

BODINE, DEBBIE
1958-05-17

Privileges Applied For:
SNACK BAR

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our CHRI desk at (360) 664-1724.**

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
(See WAC 314-09-010 for information about this process) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

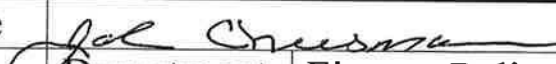


THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License

Applicant Name	ROLLER SKATE NORTHWEST
Establishment Name	ROLLIN 253
Address	2101 Mildred Street W
Comments	
<p>This is a new application for the business. We have had many calls for service at this establishment over the past couple of years. We often have an officer working off duty at the business on Friday nights to help curtail problems. It should be noted that our issues at the business usually involve teenagers and not drinking aged adults.</p> <p>I have no objections to the issuance of the license but this is one that we will want to keep a close eye on.</p>	
Director Signature	
Date	9/26/2016
Department	Fircrest Police Department



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Application

Applicant Name	Roller Skate Northwest, LLC		
Establishment Name	Rollin 253		
Address	4040 Orchard Street #118 (Emerson Court)		
Comments			
<p>Zoned Commercial Mixed Use in an annexed area. This is a permitted use. Planning/Building has no objection to the license renewal.</p>			
Director Signature	<i>Angelie Stahlnecker</i>		
Date	09/30/2016	Department	Planning/Building

CITY OF FIRCREST
SPECIAL CITY COUNCIL MEETING MINUTES
SEPTEMBER 26, 2016 **COUNCIL CHAMBERS**
6:00 P.M. **FIRCREST CITY HALL, 115 RAMSDELL STREET**

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Matthew Jolibois called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers Blake Surina, Shannon Reynolds, Brett Wittner, Denny Waltier and Jason Medley were present. Councilmember Hunter T. George was absent. George arrived at 6:22 P.M.

2017 Preliminary Budget

Finance Director Corcoran provided an overview of the 2017 Preliminary Budget.

SALARIES

- 2.0% increase in Salaries, based on the CPIW
- 6% increase in the AWC medical premium
- Continues the 10% employee contribution for medical premiums
- 50% reimbursement for gym fee costs, up to a maximum of \$25 per month
- Provides the opportunity to roll over the \$150.00 provided each year for eye glasses to use up to \$300 in one year
- Increases the level of staffing of the Administrative Assistant in Planning and Building to full time. The time would be split 50% in Administration, 25% in Planning and 25% in Building. This would backfill the open Administrative Assistant in Administration and provide a person to research grants and be present to add coverage in Planning and Building when needed.
- Seasonal and Casual wages have increased to mirror the minimum wage in the City of Tacoma
- Salaries and Wages in Facilities includes a part-time Landscape Maintenance Worker
- The vacant position in the police department is budgeted at salary Step C with medical benefits calculated at the full family rate

EQUIPMENT RENTAL AND REPLACEMENT FUND (ERR)

Corcoran provided a summary of how ERR works (Replacement Funding, Repairs and Maintenance, Interest and Overhead, and Use of Accumulated Interest) and highlighted a spreadsheet showing revenues and expenditures. She reported that the net decrease to ERR is \$122,850 and the total fund balance in ERR that is set aside to purchase new vehicles is \$1,820,537.

Expenditures

Corcoran outlined the overhead costs included in the ERR Expenditures, and noted that the Police Department is the only department that is negative in their interest balance (\$41,953).

Capital

Capital consists of the purchase of five computers, a 2017 Ford Escape, a 2016/2017 Ford F150 ¼ ton pickup, three 2017 Utility Trucks and a 2017 Dump Truck. Corcoran stated there have been problems with one of the mowers in Parks and a request to replace it might come forward as well.

Discussion continued as follows:

- Consider replacing the Cavalier with a hybrid vehicle instead of a Ford Escape

STREETS

Revenue

- Intergovernmental Revenues includes grant monies (Regents Boulevard, Alameda Overlay, Traffic Signal), multimodal transportation, and motor vehicle fuel taxes that come from the State and are on a per capita basis
- The Traffic Signal Grant to update the box and signalization at the intersections of Alameda and Emerson and Alameda and Regents, if awarded, is \$337,560, and there is no match from the City
- Transfer in of \$10,000 to cover a portion of the Street Beautification Budget
- Transfer from Property Tax is figured at 12.5% of General Fund Property Tax received
- Transfer from Light-St Maintenance is to cover a portion of the Street Light Maintenance Budget
- Transfer from REET 1-Capital includes \$50,000 for major street patching improvements
- Transfer from REET 2-Capital includes \$30,440 for the match on the Alameda Overlay grant project, rollover of \$131,815 for the match on the Emerson-Orchard to Alameda Sidewalk grant project and \$125,000 for the match on the Emerson-Alameda to 67th Sidewalk grant project

Expenditures

- Small Tools & Minor Equipment increased \$500 to cover 1/5th of the cost (split between Street, Water, Sewer, Storm and Planning/Building) for a large scale printer
- Interfund ERR Replacement is going down in 2017, as the vehicles are being purchased, but the line item will go up in 2018 to put in the replacement costs
- Interfund Service Charges is a distribution of overhead costs from the General Fund based on a percentage of how much each department in each fund is using

Streets Maintenance Capital

- Machinery & Equipment of \$12,000 is for ¼ the cost of a new mini excavator (split between Street, Water, Sewer and Storm). Once purchased, the equipment will be moved to ERR to start replacement in 2018
- The Street Improvement projects reflect projects identified in the Six Year Comprehensive Transportation Program

Streets Light Maintenance

- Pole Attachment Charge (\$3,000) has been removed due to inactivity for ten years

Capital

Capital Improvements includes \$30,000 for this year's cost of the program to convert the existing street lights to LED lighting, including the cost of the lights and rebates. The cost to install the lights is included under the salaries and benefit line items, for a total project cost of \$38,000 for 2017.

Street Beautification

- Includes a correction in the amount that should be budgeted for contracted Beautification

STORM

Revenue

- Includes the proposed rate increase
- No changes to revenue other than the increases due to the rate increase

Staff responded to Council inquiries regarding the rate study and suggestions on the use of the Storm Ending Fund Balance.

A request was made for the results of the rate study and the effect on each utility.

Expenditures

- Excise Taxes increased \$1,163
- The City Utility Tax in the amount of \$26,544 is an addition to the Storm Fund and goes to the General Fund

Capital

- Consists of \$25,000 for storm water catch basin and minor main improvements
- \$5,000 for engineering related to the storm drainage improvements
- Machinery & Equipment is for ¼ the cost of a new mini excavator

WATER

Revenue

- Includes the proposed rate increase
- No significant changes other than not including the 2016 Department of Health Grant.

Expenditures

- Includes \$8,500 for chlorine
- Includes State Excise and City Utility taxes based on the rate increase
- Includes the principal loan payment in the amount of \$44,218

Capital

- Includes \$380,000 to construct a new water main on Ramsdell Street
- \$10,000 for costs to abandon Well #5
- Project engineering services to finalize the plans and specifications and provide bidding assistance for the Ramsdell water main project
- \$16,000 for the purchase of four fluoride meter pumps and \$12,000 for ¼ the cost of a mini excavator

Staff responded to Council inquiries regarding Well #5 and painting of the high tank.

SEWER

Revenue

- Includes the proposed rate increase
- No changes to revenue other than the increases due to the rate increase
- No transfer from REET as money for capital is coming out of the fund balance

Expenditures

- Includes State Excise and City Utility taxes based on the rate increase
- Small Tools includes ¼ the cost of the large format printer
- Sewage Treatment Costs are presumed to increase 6% per year

Capital

- Includes \$350,000 for the Alameda lift station improvements and standby power
- Includes \$25,000 for condition 4 sewer main point repairs
- Includes \$12,000 for project engineering
- Machinery and Equipment is for ¼ the cost of a new mini-excavator

Sewer Relocation

- Includes transfer of \$324,864 from Sewer Fund for debt service

A request was made for the loan balances for both the Department of Ecology and Public Works Trust Fund loans.

REAL ESTATE EXCISE TAX (REET)

Revenue

- REET 1 and REET 2 will probably be adjusted from \$60,000 to \$90,000
- The balances in REET 1 and REET 2 are increasing but it took a long time for them to be built up
- REET 2 was used to fund sewer and street projects

Expenditure

- \$50,000 is budgeted to be transferred from REET 1 to the Street Fund for Capital Improvements
- \$30,440 is budgeted to be transferred from REET 2 to the Street Fund for the local match for the Alameda overlay grant project
- \$256,815 is budgeted to be transferred from REET 2 to the Street Fund for the local match for the sidewalk grant projects

CUMULATIVE RESERVE

- Includes \$3,000,000 in General Fund, \$150,000 in the Street Fund, \$11,513 in the Water Fund and \$369,250 in the Sewer Fund
- Nothing scheduled to go in or out of the Cumulative Reserve Fund in 2017

Staff responded to Council inquiries about the Cumulative Reserve Fund.

ADJOURNMENT

Moved by Reynolds, seconded by Waltier, to adjourn the meeting at 8:01 P.M. Ayes: Surina, Reynolds, Wittner, Jolibois, George, Waltier and Medley. Noes: None. Motion carried.

Matthew Jolibois, Mayor

Lisa Keely, City Clerk

CITY OF FIRCREST
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2016 **COUNCIL CHAMBERS**
7:00 P.M. **FIRCREST CITY HALL, 115 RAMSDELL STREET**

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Matthew Jolibois called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers Blake Surina, Shannon Reynolds, Denny Waltier and Jason Medley were present. Councilmember Brett Wittner was absent. Councilmembers Hunter T. George and Denny Waltier were excused. Wittner arrived at 6:02 P.M.

PRESIDING OFFICER'S REPORT

Dysautonomia Awareness Month

Jolibois stated Council was being asked to approve the Dysautonomia Awareness Month Proclamation. Reynolds read the proclamation.

MOTION

Moved by Reynolds, seconded by Surina, to authorize the Mayor's signature on a proclamation proclaiming October to be Dysautonomia Awareness Month in the City of Fircrest. Upon vote, motion carried unanimously.

AGENDA MODIFICATIONS

Jolibois noted that the resolution supporting the naming of the Remembrance Corridor would be next on the agenda.

Resolution supporting the naming of the Remembrance Corridor

State Representatives Kristine Kilduff and Dick Muri gave a brief presentation on the naming of the Remembrance Corridor and provided historical information on the ongoing efforts to preserve the 66 surviving trees along this corridor on I-5. Muri reported that recently, a 92 year old constituent requested assistance in fulfilling Pierce County Resolution R89-164. This 1989 resolution was part of a significant historical preservation effort undertaken by county leaders to preserve surviving trees on I-5 that were planted in 1928 to honor and commemorate our fallen World War I Veterans, organizations, and women who contributed to the war effort. Kilduff noted that part of the resolution was never completed. Muri stated that he has been working with constituents and WSDOT to complete this memorialization. Muri concluded by noting there will be a presentation to the Washington Transportation Commission followed by a ceremony on November 11th at 2:00 p.m. at Lakewood City Hall to finish the process.

RESOLUTION NO. 1439

Moved by Medley, seconded by Reynolds, supporting the naming of the Remembrance Corridor, the placement of an historical marker, and the ongoing efforts to preserve the surviving trees.

Jolibois invited public comment. None was provided.

VOTE

Upon vote, motion carried unanimously.

COMMITTEE, COMMISSION & LIAISON REPORTS

Water, Sewer, Storm

Wittner stated that the City has begun chlorinating the system, it is moving along smoothly, and there have been few complaints.

Street, Facilities & Equipment

Reynolds commented about a recent medical study regarding LED lights and reported that there are no concerns regarding the intensity of the LED lights being installed in Fircrest.

Public Safety, Court

Medley reported that Chief Cheesman was invited to the White House to attend a presentation by the Department of Justice.

Pierce County Regional Council

Reynolds reported that included in this month's agenda was a power point presentation by the Department of Health regarding psychological illnesses. Reynolds noted that cities might be asked in the future to support the funding of mental health initiatives.

CONSENT CALENDAR

Jolibois requested the City Clerk read the consent calendar as follows: approval of Voucher No. 208235 through Voucher No. 208324 in the amount of \$172,534.91; approval of Payroll Check No. 12396 through Payroll Check No. 12420 in the amount of \$108,086.53; approval of the September 13, 2016 Regular City Council meeting; and approval of the September 19, 2016 Special City Council meeting.

MOTION

Moved by George, seconded by Medley, to approve the consent calendar as read. Upon vote, motion carried unanimously.

PUBLIC HEARING

Amendments to Title 22 regarding Marijuana Regulations

At 7:16 P.M. Jolibois opened the public hearing.

Planning and Building Administrator Stahlnecker noted that tonight is a public hearing only and is an opportunity for all attending members of the public to speak if they so desire. Stahlnecker provided historical information that commenced in 2012 when the voters of Washington approved Initiative 502, followed by the Attorney General Opinion in 2014 that maintained that local governments retain the right to regulate marijuana uses within their jurisdictions, and stated that in April of 2015 the Legislature enacted the Cannabis Patient Protection Act that established regulations for the previously unregulated medical marijuana system, including creation of marijuana cooperatives. She noted that on June 20, 2016, Council held a study session and on August 9, 2016 the Council voted favorably to request that the Planning Commission conduct a public hearing on marijuana regulations (reduction to the buffers, evaluating which zoning districts would be most appropriate, and consideration of setbacks from residential areas). Stahlnecker stated that on July 11, 2016 the Planning Commission held a discussion about marijuana and on August 16, 2016, conducted a public hearing. Stahlnecker reported that proposed amendments presented to the Planning Commission on August 16th allowed marijuana in the Commercial Mixed Use District with the inclusion of performance standards. Following the public hearing, the Planning Commission directed staff to prepare a resolution prohibiting marijuana in all zoning district and on September 6th, the Planning Commission adopted Resolution 16-05. Stahlnecker provided written comments for tonight's hearing that had been received. Stahlnecker concluded by noting that Captain Rehfield, representative from the Washington State Liquor and Cannabis Board, was in the audience to respond to inquiries.

Jolibois invited public comment.

The following individuals provided comment: Catharine Jeter, 514 Contra Costa; Joe Gilligan, 409 Contra Costa; Linda Olsen; Karen Reynolds, 1576 Woodside Court; Owen Lee, 612 Alameda Avenue; Benjamin, commenting for 612 Alameda Avenue; Phaedra Miller, 1225 Del Monte Avenue; Alice Sharp, 948 Altadena Court; Sarah Sherman, 1205 Del Monte; Vince Navarre, 1205 Del Monte; Lynn Brehm, 144 Harvard; Leonard Smith, 1570 Weathervane Drive; and Corbin Edwards, 1576 Woodside Court.

Reynolds addressed questions she heard from the public. Jolibois reported on why he had asked that this issue is brought forward for discussion and said more research should be done.

Stahlnecker addressed some of the questions and corrected a statement made earlier about revenue received on a per capita basis, noting that the revenue is based on the amount of revenue that a store receives. Stahlnecker reported that the City of University Place estimated that a single store could potentially generate \$40,000 to \$60,000 of revenue to the City. Stahlnecker stated that staff

could continue researching the potential revenue and crime statistics related to marijuana stores if that was the direction of Council.

At 8:00 P.M. Jolibois closed the public hearing.

Amendments to the Comprehensive Plan

At 8:01 P.M., Jolibois opened the public hearing.

Stahlnecker noted that tonight is a public hearing only and is an opportunity for all attending members of the public to speak if they so desire. She stated the proposal is to amend the City's Comprehensive Plan by updating the Water, Sewer, Storm, Streets and Parks and Recreation Capital Facilities Elements. Stahlnecker stated the Planning Commission held a public hearing on August 16, 2016 and adopted a resolution recommending adoption of the proposed amendments. Stahlnecker stated the six-year plans don't commit the City to construct the projects or fund them, but makes the City eligible for available grants. Stahlnecker concluded by stating that adoption of the amendments keeps the City in compliance with the Growth Management Act, the Puget Sound Regional Council Vision 2040 and the multi-county planning policies as well.

Jolibois invited public comment. None was provided.

At 8:03 P.M. Jolibois closed the public hearing.

NEW BUSINESS

Professional services agreement with SiteLines Park and Playground Products Inc.

Parks and Recreation Director Grover stated that Council is being asked to authorize the City Manager to execute an agreement with SiteLines Park and Playground Products Inc. to provide professional services to install playground equipment for the Gene Goodwin Memorial Tot Lot. Grover stated that the City of Fircrest applied for and received a matching grant from the Washington State Recreation and Conservation Office. He indicated that this grant will enable the City to replace the red and tan worn out play structure with a new structure that offers the latest elements in recreational play and safety. Grover stated that through the RFP process, seven designs were received and SiteLines was selected after staff review and community input.

RESOLUTION NO. 1440

Moved by Medley, seconded by Reynolds, to adopt Resolution No. 1440 authorizing the City Manager to execute an agreement with SiteLines Park and Playground Products Inc. to provide professional services for the supply and installation of play equipment for the Gene Goodwin Memorial Tot Lot.

Jolibois invited public comment. None was provided.

VOTE

Upon vote, motion carried unanimously.

CITY MANAGER COMMENTS

Councilmembers confirmed for Rosenblatt that they would like to see if Spring Lake Café could supply food at the upcoming study session.

DEPARTMENT HEAD COMMENTS

Public Works Director Wakefield reported on being approached by a telecommunications company that wishes to install a monopole antenna at the Fircrest high tank site located in the City of Tacoma. He indicated that permit approvals would be handled by Tacoma, but Fircrest would be leasing a small space on the property to the company. Following discussion, there was consensus that Wakefield proceed with negotiation of a lease agreement. Jolibois suggested that due to the conspicuousness of the location that consideration be given to design and color of the pole to be consistent with Fircrest's green fir tree color. Wakefield stated those items would most likely be controlled by the City of Tacoma but the program is early in the process.

COUNCIL COMMENTS

Councilmembers thanked audience members for their attendance.

Surina recognized the passing of Cheryl Marshall. Surina exhibited an actual Major Bowes Amateur Hour board game from 1934.

EXECUTIVE SESSION

At 8:16 P.M., Jolibois reported that Council would take a five-minute recess and convene into Executive Session, not to exceed the hour of 8:40 P.M., to discuss Item 14A – Labor Negotiations. Jolibois stated the City Manager was invited to attend.

ADJOURNMENT

Moved by Reynolds, seconded by Wittner, to adjourn the meeting at 8:41 P.M. Ayes: Surina, Reynolds, Wittner, Jolibois, George, Waltier and Medley. Noes: None. Motion carried.

Matthew Jolibois, Mayor

Lisa Keely, City Clerk

CITY OF FIRCREST
SPECIAL CITY COUNCIL MEETING MINUTES
OCTOBER 3, 2016 **COUNCIL CHAMBERS**
6:00 P.M. **FIRCREST CITY HALL, 115 RAMSDELL STREET**

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Matthew Jolibois called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers Blake Surina, Shannon Reynolds, Brett Wittner, Denny Waltier and Jason Medley were present. Councilmember Hunter T. George was absent. George arrived at 6:01 P.M.

2017 Preliminary Budget

Finance Director Corcoran provided a memo with answers to questions raised by Council at the last special meeting regarding the rate increases and the balances on the loans in water and sewer.

Corcoran provided an overview of the 2017 Preliminary Budget.

GENERAL FUND REVENUE

Corcoran outlined the General Fund Revenue and indicated that the estimated Designated Ending Fund Balance will be adjusted before printing the final documents.

Corcoran highlighted both increases, decreases and additions to the following budgets:

- Taxes
- Licenses & Permits
- Intergovernmental Revenue
- Charges for Goods & Services
- Total Fines & Forfeits
- Total Miscellaneous Revenue

Discussion ensued as follows:

- Why is there such a decrease to Telephone Tax (it has been decreasing steadily due to people eliminating their land lines)
- What is the Zoo Tax money spent on (the \$61,000 is dedicated to Parks and is included within the Parks budget but there isn't a specific line that notates Zoo Tax)
- The increase in the Non-Compete Charge/Electric is due to the Proposition that passed in the City of Tacoma, raising the utility tax from 6% to 7.5%. Per our agreement with Tacoma Power, the additional money received by Tacoma Power is passed through to Fircrest
- The-City County Assistance is in place instead of the backfill money that used to be received
- The state dispenses the Liquor Board Profits based on a per capita basis
- Consider doing an analysis on the numbers of people that participated in the City of University Place's recreational programs that might be coming to Fircrest

- There is \$500,000 in Cumulative Reserves that is not invested
- As money is spent down, there is less money to invest
- Part of having the reserves is for investment purposes and to be able to earn higher interest

Corcoran stated there is less money to invest once it is spent down and concluded by stating the Total Operating Revenue is estimated at \$4,912,497; and with the inclusion of the Beginning Fund Balance, the Total Resources is \$7,704,501.

GENERAL FUND EXPENDITURES

Corcoran highlighted expenditure increases, decreases and capital expenses for the following budgets:

- Legislative
- Court
- Jail
- Administration
- Finance
- Legal
- Other Employee Benefits
- Non-Departmental
- Personnel
- Facilities
- Information Systems
- Civil Service Commission
- Fire/EMS
- Building Inspections
- Planning/Growth Management
- Physical Environment
- Mental Health
- Library

Discussion continued as follows:

- Why such an increase in the Court personnel benefits (the medical premium is increasing 6% and the cost of living adjustment (COLA) is 2%)
- Why has the Jail budget doubled (the budgeted amount is \$30,000 but if the jail isn't used, that amount isn't paid out)
- Where is Town Topics budgeted (Non-Departmental)
- Where are the gym membership expenses (in each department's personnel line item)
- Did the 2016 Healthy Communities gold level award that Fircrest received from the Tacoma-Pierce County Health Department help in with the Well City Award from AWC (yes, it will help towards extra bonus points that can be earned)
- Does the plan to replace the Spring Street garage fit within the Park, Recreation and Open Space (PROS) Plan (the budgeted amount is a place holder at this time)

- Consider including \$30,000 in the budget to replace the Spring Street garage but freeze staff's ability to spend that until Council is apprised of the plan/design/location, etc.
- Is there a plan to enclose the Public Works garage (this was discussed during the budget process and Public Works does not want it enclosed)
- Why did the Salaries & Wages increase so much in Facilities (when the landscape maintenance contractor was hired, money was transferred from Salaries and Wages to the Contract line item for landscaping. Money is being returned to Salaries & Wages to fill the Landscape Maintenance Worker position)
- What has been done to provide back-up to Information Systems in the event of vacation and sick leave (the individual contacted at South Sound 911 hasn't been responsive to phone calls, so it might be best to pursue other avenues)
- Consider purchasing laptops for Council in an effort to move towards going paperless
- The Administrative Assistant/grant writer would be charged 50% to Administration, 25% to Building and 25% to Planning

EXECUTIVE SESSION

At 7:10 P.M., Jolibois reported that Council would take a five-minute recess and convene into Executive Session, not to exceed the hour of 7:30 P.M., to discuss Item 14A – Labor Negotiations. Jolibois stated the City Manager was invited to attend.

ADJOURNMENT

Moved by Reynolds, seconded by Wittner, to adjourn the meeting at 7:40 P.M. Ayes: Surina, Reynolds, Wittner, Jolibois, George, Waltier and Medley. Noes: None. Motion carried.

Matthew Jolibois, Mayor

Lisa Keely, City Clerk

Item #8A

Agenda Item #8A

Public Hearing

**Revenue Sources for the 2017 Budget Including Property
Taxes**

October 11, 2016

GENERAL FUND REVENUES

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-10-00-01	Des. Fund Bal/Light	978,879	931,702	888,150	828,150
308-10-00-02	Des. Fund Bal/44th Alameda	708,056	708,056	708,056	573,191
308-80-00-01	Undes. Unres. Fund Balance	1,265,411	1,079,639	1,477,698	1,390,663
Total Fund Balance		2,952,346	2,719,397	3,073,904	2,792,004
311-10-00-00	General Property Taxes	1,490,663	1,520,117	1,522,710	1,552,290
311-10-01-00	EMS Tax	282,606	315,056	326,302	322,257
313-11-00-00	Retail Sales & Use Tax	319,000	343,843	403,000	375,000
313-16-00-00	Emergency Communication Tax	6,198	0	5,600	0
313-17-00-00	Zoo Tax	53,822	57,136	55,000	61,000
313-71-00-00	Local Criminal Justice Tax	96,388	102,615	98,000	101,000
316-40-00-00	Water Utility Tax	66,522	68,565	68,000	75,640
316-41-00-00	Sewage Utility Tax	121,977	123,052	120,000	153,402
316-42-00-01	Storm Drain Utility Tax	0	0	0	26,544
316-43-00-00	Gas Utility Tax	113,087	100,060	120,000	115,000
316-45-00-00	Garbage/Solid Waste Tax	90,549	92,694	92,000	96,000
316-46-00-00	Television Cable Tax	145,020	153,449	155,000	160,000
316-47-00-00	Telephone/Telegraph Tax	175,929	157,729	175,000	150,000
316-81-00-00	Gambling Excise Tax	3,214	1,986	3,500	0
Total Taxes		2,964,975	3,036,302	3,144,112	3,188,133
321-91-00-01	Non Comp Charge/Electric	258,811	210,390	216,000	236,000
321-91-00-02	Franchise Fee Water	6,102	6,339	6,200	6,300
321-91-00-03	Franchise Fee Cable TV	106,833	113,337	110,000	115,000
321-99-00-00	Business Licenses & Permits	53,210	54,309	50,000	55,000
321-99-00-01	Home Occupation	2,340	2,610	2,300	2,300
322-10-00-00	Building Permit	26,616	107,366	19,550	23,600
322-10-00-01	Mechanical Permit	8,137	42,495	7,650	7,000
322-10-00-02	Plumbing Permit	4,551	15,420	4,600	5,500
322-10-00-03	Excavate/Clear/Grading Permit	0	0	100	0
322-10-00-05	Sign Permit	180	135	225	180
322-10-00-06	Investigation Fee	397	0	400	400
322-10-00-07	Fire Protection Permit	94	810	150	300
322-90-00-00	Other Licenses & Permits	590	480	500	500
Total Licenses & Permits		467,861	553,691	417,675	452,080

333-20-60-00	OT Reimbur-Fed Passthru	10,079	8,695	7,500	7,500
334-03-50-00	OT Reimbursement-St of WA	0	0	0	0
334-04-20-00	Planning Grant-Dept of Comm	9,000	9,000	0	0
336-00-98-00	City-County Assistance	98,635	113,853	98,000	113,000
336-06-21-00	CJ-Population Based	1,708	1,752	1,800	2,055
336-06-26-00	CJ-Special Programs	6,231	6,418	6,400	6,890
336-06-51-00	DUI-Cities	1,177	993	1,200	1,200
336-06-94-00	Liquor Excise Tax	12,289	17,846	29,000	30,940
336-06-95-00	Liquor Board Profits	49,290	45,953	45,200	55,980
336-06-95-01	Liquor Board Profits-Public Sfty	8,820	11,484	11,300	11,300
Total Intergovernmental Revenues		197,229	215,994	200,400	228,865
341-43-00-00	Interdepartmental Service Chgs	393,299	418,498	418,605	513,814
341-99-00-00	Passport Fees	8,300	9,725	8,000	10,000
342-10-00-00	Police OT Reimbure-Non State	0	17,287	0	0
342-10-00-01	RCO Grant	0	0	36,500	0
342-40-00-00	Special Inspection Fees	0	0	200	0
345-81-00-01	Planning Permit	2,660	10,454	3,225	1,500
345-81-00-02	Site Development Permit	2,760	13,771	1,425	1,500
345-83-00-00	Plan Checking	16,092	71,000	12,700	14,300
347-30-00-00	Swimming Pool Fees	31,308	36,945	31,000	37,000
347-30-00-02	Swim Team Fees	3,736	3,297	3,500	3,500
347-30-00-04	Recreation Fees	6,001	8,550	6,000	7,000
347-30-00-05	5K Registration Fees	1,390	0	0	0
347-30-00-06	Adult Basketball Registration	3,120	0	2,200	2,000
347-30-00-07	Adult Baseball Registration	5,502	3,966	4,000	3,500
347-60-00-01	Youth Basketball Registration	7,665	8,727	8,000	8,430
347-60-00-02	Youth Baseball Registration	11,085	12,907	12,000	13,180
347-60-00-04	Indoor Soccer	1,650	1,210	1,500	1,565
347-60-00-05	Flag Football Registration	920	760	800	750
347-60-00-09	Instructor Based Revenue	12,478	14,793	13,000	14,000
347-60-00-10	Swimming Instructions	33,024	34,371	32,000	34,000
Total Charges for Goods & Services		540,990	666,261	594,655	666,039
353-10-00-01	Municipal Court	210,318	191,741	215,000	195,000
356-50-00-00	Investigative Fund Assessments	3,543	3,585	4,000	4,000
356-50-04-00	DUI Invest Fund Assessments	2,498	3,758	3,500	3,600
Total Fines & Forfeits		216,359	199,084	222,500	202,600
361-11-00-01	Investment Interest	20,077	21,228	61,500	61,200

361-40-00-01	Sales Interest	80	185	75	100
361-40-00-03	Int On Gen Property Taxes	101	165	100	100
361-40-00-04	Int On EMS Property Taxes	21	32	50	50
362-40-00-00	Space & Facility Rental	16,816	18,682	17,000	19,000
362-40-00-01	Soccer Field Rental	9,439	5,123	4,500	5,000
362-50-00-01	Land Rental-Interfund	79,770	68,470	69,220	70,610
362-50-00-02	Land Rental-ERR Garage	3,730	3,800	3,600	3,920
362-50-00-03	Time/Temp Sign Rental	8,450	7,800	7,800	0
362-50-00-04	Pool Rental Revenue	660	1,925	500	1,500
367-00-00-02	Parks Donations	4,952	5,786	11,500	6,000
367-00-00-03	Police Donations	5,979	9,480	5,000	5,000
367-00-00-10	Firework Donations	1,355	1,400	1,000	1,300
369-10-00-00	Sale of Scrap	366	0	0	0
369-81-00-00	Cash Overage/Shortage	-170	4	0	0
369-81-00-01	Cash Over/Short-Pool	5	8	0	0
369-90-00-01	Other Misc Revenue	1,154	2,891	1,000	1,000
369-94-00-01	Reimbursements	250	0	0	0
Total Misc Revenue		153,035	146,979	182,845	174,780

Total Operating Revenue	4,540,449	4,818,311	4,762,187	4,912,497
--------------------------------	------------------	------------------	------------------	------------------

Non Operating Revenue	5,155	110,757	0	0
-----------------------	-------	---------	---	---

TOTAL RESOURCES	7,497,950	7,648,465	7,836,091	7,704,501
------------------------	------------------	------------------	------------------	------------------

REVENUE NARRATIVE

TAXES

General Property Taxes and E.M.S. Taxes includes a 1% increase plus anticipated revenue from new construction based on Planning Department projections. The EMS levy rate of .50/1,000 of assessed property value was passed by the voters in 2014.

Franchise Fee Cable TV This revenue is received from the two cable companies who provide services to the City of Fircrest.

Gambling Tax revenue is used for public safety. There is no gambling tax budgeted for 2017.

A listing of utility tax rates is included in the back of the budget. These vary from 3% to 8.5%.

LICENSES & PERMITS

Business Licenses & Permits are from business operation within Fircrest. The projected revenue is based on 450 Business Licenses. Home Occupation Permits are estimated at fifteen new home occupation permits. The City partners with Washington State for Business License services.

Building, Mechanical and Plumbing Permit revenue is based on new and remodeling construction activity in Fircrest.

INTERGOVERNMENTS REVENUES

Local Government Assistance is received from the Department of Revenue and provides ongoing assistance to low tax base cities and counties. The distribution is based on per capita sales tax revenues, and property tax assessed values.

MVET, CJ, Liquor Tax, Liquor Profits are received from the State of Washington and are based on a per capita basis. The City's population for purposes of distributing state shared revenue is 6,555. Criminal Justice (CJ) funds are required to be spent on some combination of innovative law enforcement programs, domestic violence prevention programs, and /or child abuse prevention programs.

CHARGES FOR GOODS & SERVICES

Passport Fees is the City's share of revenue for processing passport applications.

Planning, Site Development, and Plan Checking is due from new construction and land use activity in Fircrest.

Swimming Pool Revenues includes fees from admissions, lessons, and swim team.

Recreation, Basketball, Baseball and Soccer is for fees charged to participate in these activities.

Instructor Based Revenue is collected from participants registering for classes in which the City will pay a percentage amount to an instructor. There is an offsetting expenditure in the Recreation Department.

Interdepartmental Service Charges are for charges performed by the General Fund for Street, Storm Drain, Water and Sewer Funds. The charges are determined on a percentage basis of operating expenditures budgeted.

FINES & FORFEITS

Fines & Forfeits is revenue received from the Fircrest Municipal Court.

MISCELLANEOUS REVENUE

Space & Facilities Rental is for revenue received for rental of the Parks and Recreation facilities.

Land rental is revenue from Public Works for the land on which the Public Works building is constructed.

Land Rental ERR Garage is revenue from ERR for the land on which the ERR building is constructed.

Parks Donations are used to offset the cost of community programs.

Police Donations Police donations are offsetting revenues related to expenditures that will be incurred only if donations are received.

Other Miscellaneous Revenue consists of alarm permits, NSF fees, refund expenses from prior years, etc.

Reimbursements are funds the City receives for items that were originally expensed by the City and have been reimbursed.

Non-Competition Charge is the amount that the City collects as a non-compete fee from Tacoma Public Utilities and is based on Tacoma's gross electric revenues for electrical services located in Fircrest for the preceding year times six (6) percent.

CITY STREET FUND REVENUE

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-80-01-01	Undes. Fund Balance	241,012	337,840	319,052	243,072
308-10-01-01	Des. Fund Bal/Paths & Trails	15,616	16,094	0	0
	Total Fund Balance	256,628	353,934	319,052	243,072
322-40-00-00	ROW Road Permits	9,516	15,570	7,000	7,000
	Total Licenses & Permits	9,516	15,570	7,000	7,000
333-20-20-03	Regents Blvd Grant	737,366	10,851	0	0
333-20-20-04	Alameda Overlay Grant	0	0	0	195,000
333-20-20-05	Traffic Signal Grant	0	0	0	337,560
334-03-81-00	Wa St TIB Grant Emerson/Orchard	35,970	0	575,255	527,255
334-03-81-00	Wa St TIB Grant Alameda/67th	0	0	0	500,000
336-00-71-00	Multimodal Transportation	0	0	0	6,956
336-00-87-00	Motor Vehicle Fuel Tax	134,904	138,127	141,500	144,160
	Total Intergovernmental Revenues	908,240	148,978	716,755	1,710,931
361-11-00-01	Investment Interest	419	538	400	400
367-00-00-08	Beautification Donations	11,545	11,125	10,000	11,000
369-90-01-01	Miscellaneous Revenue	1,972	1,727	0	1,000
369-94-01-01	Reimbursements	0	0	0	0
	Total Miscellaneous Revenue	13,936	13,390	10,400	12,400
	Total Operating Revenues	931,692	177,938	734,155	1,730,331
398-00-01-01	Insurance Recovery	7,389	613	0	0
	Total Non Revenue	7,389	613	0	0
397-00-00-02	Transfer In for Street Beautification	10,000	10,000	10,000	10,000
397-00-00-03	Transfer from Property Tax	186,333	190,015	190,339	194,036
397-00-00-04	Transfer from Light-St Maint	47,177	46,452	60,000	60,000
397-00-00-06	Transfer from REET 1-Capital	182,892	276,352	50,000	50,000
397-00-00-09	Transfer from REET 2-Capital	0	0	143,815	287,255
	Total Other Financing Sources	426,402	522,819	454,154	601,291
	TOTAL RESOURCES	1,622,111	1,055,304	1,507,361	2,574,694

REVENUE NARRATIVE

Donations received in 2017 will be used for baskets, banners, flags, flowers and other beautification projects throughout the City.

Transfer In of \$10,000 is to cover a portion of the Street Beautification Budget.

Transfer from Property Tax is figured at 12.5% of General Fund Property Tax received.

Transfer from Light-St Maint is to cover a portion of the Street Light Maintenance Budget.

Transfer from REET 1-Capital includes \$50,000 for major street patching improvements.

Transfer from REET 2-Capital includes \$30,440 for the match on the Alameda Overlay grant project, rollover of \$131,815 for the match on the Emerson-Orchard to Alameda Sidewalk grant project and \$125,000 for the match on the Emerson-Alameda to 67th Sidewalk grant project.

STORM FUND REVENUES

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-80-04-15	Undes. Unres. Fund Balance	524,180	557,912	670,196	576,127
	Total Fund Balance	524,180	557,912	670,196	576,127
334-03-10-00	Dept of Ecology NPDES Grant	96,269	71,811	50,000	50,000
	Total Intergovernmental Revenues	96,269	71,811	50,000	50,000
343-10-00-00	Storm Drain Fees & Charges	384,480	381,261	379,000	442,400
343-10-00-01	Setup Fees	635	512	500	500
343-10-00-02	Penalties	7,716	6,689	6,500	6,500
	Total Goods & Services	392,831	388,462	386,000	449,400
361-11-04-15	Investment Interest	421	686	500	500
369-90-04-15	Miscellaneous Revenue	457	149	500	500
	Total Miscellaneous Revenue	878	835	1,000	1,000
	Total Operating Revenues	489,978	461,108	437,000	500,400
372-00-04-15	Insurance Recovery	0	0	0	0
	Capital Contributions	0	0	0	0
	Total Other Revenue	0	0	0	0
	TOTAL RESOURCES	1,014,158	1,019,020	1,107,196	1,076,527

WATER FUND REVENUE

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-80-04-25	Beginning Fund Balance	779,238	781,377	804,511	754,536
	Total Fund Balance	779,238	781,377	804,511	754,536
334-04-90-00	Department of Health Grant			25,000	0
	Total Intergovernmental Revenues	0	0	25,000	0
343-40-00-00	Sale of Water	879,040	880,229	850,000	945,500
343-40-00-01	Service Connections	7,860	5,760	1,800	1,800
343-40-00-02	Setup Fees	1,716	1,462	1,500	1,500
343-40-00-03	Penalties	11,546	11,153	13,000	13,000
	Total Charges for Goods and Services	900,162	898,604	866,300	961,800
361-11-04-25	Investment Interest	602	861	600	600
362-50-00-05	Rent City Property/High Tank	39,436	39,358	40,325	40,325
362-50-00-06	Rent City Property/Golf Tank	24,109	25,511	25,645	25,645
369-90-04-25	Other Misc. Revenue	2,653	2,342	3,000	3,000
369-92-04-25	Backflow	315	180	300	300
39-94-04-25	Reimbursements	1,165	700	0	0
	Total Misc. Revenues	68,280	68,952	69,870	69,870
372-00-04-25	Insurance Recovery	15,000	10,956	0	0
379-00-04-25	Capital Contributions/Tap Fees	20,100	16,000	10,000	10,000
	Total Capital Contributions	35,100	26,956	10,000	10,000
TOTAL RESOURCES		1,782,780	1,775,889	1,775,681	1,796,206

SEWER FUND REVENUE

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-80-04-30	Beginning Fund Balance	772,025	1,038,261	1,318,709	1,245,176
	Total Fund Balance	772,025	1,038,261	1,318,709	1,245,176
343-50-00-00	Sewer Revenues	2,053,730	2,046,883	2,000,000	2,556,700
343-50-00-01	Service Connections	2,650	1,375	1,100	1,100
343-50-00-02	Setup Fees	680	582	600	600
343-50-00-03	Penalties	24,858	24,937	24,000	24,000
	Total Charges for Goods and Services	2,081,918	2,073,777	2,025,700	2,582,400
361-11-04-30	Investment Interest	1,240	1,913	1,000	1,000
369-90-04-30	Other Misc. Revenue	546	309	500	500
369-94-04-30	Reimbursements	0	2,025	0	0
	Total Misc. Revenues	1,786	4,247	1,500	1,500
372-00-04-30	Insurance Recovery	0	0	0	0
397-00-00-02	Transfer In from REET 2	0	0	150,000	0
379-00-04-30	Capital Contributions/Tap Fees	23,300	20,000	10,000	10,000
	Total Non Operating Revenue	23,300	20,000	160,000	10,000
TOTAL RESOURCES		2,879,029	3,136,285	3,505,909	3,839,076

RELOCATION OF BACKYARD SEWER MAINS FUND - 431

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-80-04-31	Beginning Fund Balance	227,545	671,610	159,139	1,049,939
	Total Fund Balance	227,545	671,610	159,139	1,049,939
361-11-04-31	Investment Interest	289	706	300	300
	Total Misc. Revenues	289	706	300	300
391-80-04-31	Loan Received	1,276,279	604,637	1,068,136	0
397-00-00-01	Transfer In-Sewer Fund	324,864	324,864	324,864	324,864
397-00-00-07	Transfer In-REET Fund	249,878	60,349	0	0
	Total Proprietary/Trust Gains(Losses)	1,851,021	989,850	1,393,000	324,864
TOTAL RESOURCES		2,078,855	1,662,166	1,552,439	1,375,103

EQUIPMENT REPLACEMENT FUND - 501

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-10-05-01	Beginning Fund Balance	1,616,751	1,668,088	1,588,375	1,486,438
	Total Beginning Fund Balance	1,616,751	1,668,088	1,588,375	1,486,438
348-30-00-00	General Fund Replacement	34,645	49,149	79,269	83,021
348-30-01-00	City Street Fund Replacement	18,770	25,504	42,970	32,810
348-30-03-00	Water/Sewer Fund Replacement	17,382	11,680	37,711	35,303
348-30-04-00	Storm Sewer Replacement	20,505	20,506	17,160	37,715
348-30-08-00	General Fund O & M	54,430	49,035	69,110	70,585
348-30-09-00	City Street Fund O & M	19,468	16,640	23,895	23,895
348-30-11-00	Water/Sewer Fund O & M	18,295	17,709	25,095	25,095
348-30-12-00	Storm Sewer O & M	9,432	12,805	16,000	16,000
	Total Charges for Goods & Services	192,927	203,028	311,210	324,424
361-11-05-01	Investment Interest	1,276	9,233	17,000	6,000
362-40-05-01	Rental Revenue	3,475	3,560	3,600	3,675
369-10-00-05	Sale of Scrap	500	5,450	0	0
369-90-05-01	Other Miscellaneous Revenue	686	0	0	0
	Total Misc. Revenues	5,937	18,243	20,600	9,675
	Total Operating Revenue	198,864	221,271	331,810	334,099
TOTAL RESOURCES		1,815,615	1,889,359	1,920,185	1,820,537

POLICE INVESTIGATION FUND

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-10-01-05	Beginning Fund Balance	11,429	11,438	11,450	11,470
	Total Beginning Fund Balance	11,429	11,438	11,450	11,470
357-50-00-00	Investigative Confiscations	0	0	0	0
	Total Fines & Forfeits	0	0	0	0
361-11-01-05	Investment Interest	9	12	20	20
	Total Misc. Revenues	9	12	20	20
TOTAL RESOURCES		11,438	11,450	11,470	11,490

REET FUND

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-10-03-11	Beginning Fund Balance (1st 1/4)	408,895	294,952	105,134	115,434
308-10-03-12	Beginning Fund Balance (2nd 1/4)	1,206,963	1,026,647	1,052,852	820,037
Total Beginning Fund Balance		1,615,858	1,321,599	1,157,986	935,471
317-34-00-00	Capital Improvement 1	68,624	86,223	60,000	60,000
317-35-00-00	Growth Management 1	68,624	85,386	60,000	60,000
Total Taxes		137,248	171,609	120,000	120,000
361-11-03-11	Investment Interest (1st 1/4)	325	311	300	300
361-11-03-12	Investment Interest (2nd 1/4)	937	1,169	1,000	1,000
Total Misc Revenue		1,262	1,480	1,300	1,300
TOTAL RESOURCES		1,754,368	1,494,688	1,279,286	1,056,771

CUMULATIVE RESERVE FUND

BARS	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
308-10-00-01	Beginning Fund Bal-General	2,500,000	3,000,000	3,000,000	3,000,000
308-10-00-11	Beginning Fund Balance-Street	150,000	150,000	150,000	150,000
308-10-00-42	Beginning Fund Balance-Water	11,513	11,513	11,513	11,513
308-10-00-43	Beginning Fund Balance-Sewer	369,250	369,250	369,250	369,250
	Total Fund Balance	3,030,763	3,530,763	3,530,763	3,530,763
397-10-00-05	Transfer In from General Fund	500,000	0	0	0
	Total Nonrevenues	500,000	0	0	0
	TOTAL RESOURCES	3,530,763	3,530,763	3,530,763	3,530,763

BUDGET NARRATIVE

The Cumulative Reserve Fund accounts for principal only. Interest earnings are accrued back to participating funds. Thus there are no operating accounts (i.e., revenue and expenditure) to report, except for transfer-in and transfer-out.

Item #8B

Agenda Item

**Public Hearing
2017 Budget**

October 11, 2016

**CITY OF FIRCREST, WASHINGTON
2017 PRELIMINARY BUDGET**

CITY OFFICIALS

Council: Matthew P. Jolibois (Mayor)
Hunter T. George (Mayor Pro Tem)
Jason Medley
Shannon Reynolds
Blake L. Surina
Denny Waltier
Brett L. Wittner
City Manager: Rick Rosenblatt
Finance Director: Colleen Corcoran

POPULATION: 6,555

2017 ASSESSED VALUATION REGULAR LEVY: \$722,648,485
REGULAR MILL LEVY: 2.13068
EMS MILL LEVY: 0.4423

2017 REVENUES, EXPENDITURES & BALANCES BY FUND

General	7,704,501
Street	2,574,694
Storm Drain	1,076,527
Water	1,796,206
Sewer	3,839,076
Relocation of Backyard Sewer Mains Project	1,375,103
Equipment Replacement	1,820,537
Police Investigation	11,490
Real Estate Excise Tax	1,056,771
Cumulative Reserve	3,530,763
TOTAL	24,785,668

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE October 11, 2016

SUBJECT: Resolution Authorizing the City Manager to Execute an Interagency Agreement with the WTSC

FROM: John Cheesman, Police Chief

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____, a Resolution authorizing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission allowing the Fircrest Police Department to assist in multi-jurisdictional DUI, Distracted Driving and Seat Belt patrols.

PROPOSAL: : Council is being asked to adopt a resolution allowing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission allowing the City of Fircrest Police Department to assist in multi-jurisdictional DUI, distracted driving, and seat belt patrols.

FISCAL IMPACT: We will be able to put additional officers on the street at little cost to our citizens. If approved we will be receiving a \$10,300 grant to participate in DUI patrols, \$1,400 for distracted driving patrols and \$900 to participate in seat belt enforcement, State Wide DUI Mobilization, \$4,000 to participate with the Target Zero Teams, and another \$2,000 Flex Funding to spend on task force emphasis patrols. The grant money will be used to pay for the officer's overtime and benefits.

ADVANTAGE: Additional officers on the street at no direct cost to our citizens.

DISADVANTAGES: None noted.

ALTERNATIVES: Not to participate in the DUI emphasis patrols.

HISTORY: Since 1998 the Fircrest Police Department has been participating with other agencies from around Puget Sound in doing traffic emphasis patrols. Many of the emphasis patrols will be conducted in our City and some will be targeted in other areas of the County.

In support of this program police agencies in Pierce County conduct traffic safety emphasis patrols on various nights throughout the year. Traditionally the most dangerous times of the year for motorists are selected to put extra officers on the street. We have been fortunate to receive grant dollars from the Washington Traffic a officers on the City of Fircrest streets at very little cost to our taxpayers. We have found this program to be very beneficial for our city. By participating in this program our officers have made a positive statement to our community that we care about

their safety and want them to wear their seat belts, pay attention while driving and that we will not tolerate DUI and or drugged driving. This is a wonderful program, which has been very well received and enthusiastically approached by our officers.

The Interagency Agreement asks us to participate in DUI Patrols during the following time frames:

- Holiday DUI Patrols: December 15, 2016 to January 1, 2017
- Distracted Driving Patrols: April 3 – April 16, 2017
- Click it or Ticket: May 22-June 4, 2017.
- DHGN Labor Day DUI Crackdown: August 18 – September 4, 2017

We will also be hosting an emphasis patrol during the weekend Cinco de Mayo is celebrated.

The following agencies are in the process of signing MOU's with the Washington Traffic Safety Commission:

- Pierce County Sheriff's Department
- Tacoma Police Department
- Gig Harbor Police Department
- University Place Police Department
- Steilacoom Police Department
- DuPont Police Department
- Lakewood Police Department
- Milton Police Department
- Fife Police Department
- Edgewood Police Department
- Orting Police Department
- Ruston Police Department
- Puyallup Police Department
- Steilacoom Police Department
- Sumner Police Department
- Bonney Lake Police Department
- Washington State Patrol
- WSLCB

By becoming a member of this multi-agency task force we will be provided a wonderful opportunity to work with and form close ties with officers from other jurisdictions around Pierce County.

Attachments: Interagency Agreement
Proposed Resolution

**CITY OF FIRCREST
RESOLUTION. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT
WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION
ALLOWING THE FIRCREST POLICE DEPARTMENT TO ASSIST
IN MULTI-JURISDICTIONAL DUI, DISTRACTED DRIVING, AND
SEAT BELT PATROLS.**

WHEREAS, the City of Fircrest is concerned about the safety of all its citizens and property; and

WHEREAS, an entity known as the Washington Traffic Safety Commission has created the Tacoma/Pierce County DUI and Traffic Safety Task Force to assist in multijurisdictional high visibility emphasis patrols for the purpose of promoting the targeting, apprehending and successfully prosecuting as many DUI violators as possible and for participating in seat belt and distracted driving focused patrols as part of a statewide high-visibility enforcement campaign; and

WHEREAS, it is the desire of various law enforcement agencies within Pierce County to participate in such a task force; and

WHEREAS, multi-agency participation in such a task force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W. 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 an Interagency Agreement with the Washington Traffic Safety Commission.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October 2016.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**INTERAGENCY AGREEMENT
BETWEEN
CITY OF FIRCREST POLICE DEPARTMENT AND
WASHINGTON TRAFFIC SAFETY COMMISSION**

THIS AGREEMENT is made and entered into by and between the Fircrest Police Department, hereinafter referred to as "AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

THE PURPOSE OF THIS AGREEMENT is to provide funding for the AGENCY to conduct multijurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols (**as outlined in Exhibit A**), in support of Target Zero priorities. **The Target Zero Manager (TZM) and/or Law Enforcement Liaison (LEL) assigned to the AGENCY shall coordinate the Scope of Work as outlined below** with the goal of reducing traffic related deaths and serious injuries.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The AGENCY shall conduct specific HVE patrols as described in the Statement of Work attached as Exhibit A and as coordinated by the local TZM and/or LEL.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on October 1, 2016 and remain in effect until September 30, 2017 unless terminated sooner, as provided herein.

COMPENSATION AND CONDITIONS

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed \$ 10,300. (A total of all of the amounts in the categories below.) Funds break down into the following enforcement overtime categories:

**Statewide Impaired Driving Patrols: \$2,000.
Grant Award # Section 402**

**Statewide Distracted Driving Patrols: \$ 1,400.
Grant Award # Section 402**

**Statewide Seat Belt Patrols: \$900.
Grant Award # Section 402**

**Flex Funding: \$ 2,000.
(Local DUI)
Grant Award # Section 402**

**Motorcycle Safety: \$ -0-
Grant Award # Section 402**

**Target Zero Teams: \$ 4,000.00
Grant Award # MAP-21 Section 405d**

These funds shall not be commingled and are only to be utilized for the specified emphasis area.

See Exhibit C for detailed federal award information.

PARTICIPATION REQUIREMENTS AND CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document, will be followed. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

The AGENCY certifies that all officers participating in traffic safety emphasis patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

SHIFT LENGTH: The AGENCY will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.

RESERVE OFFICERS: The AGENCY certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 1.5 overtime rate.

DISPATCH: WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM.

ALLOWABLE COSTS: The AGENCY will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in the emphasis patrols. WTSC will reimburse for overtime at 1.5 times officer's normal rate plus AGENCY's contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment. The total cost of salary and benefits shall not be exceeded in any one enforcement overtime category and funds may not be commingled between campaign areas.

PERFORMANCE STANDARDS

Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

BILLING PROCEDURE

The AGENCY shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted via WTSC's Enterprise Management System (WEMS), and associated with approved HVE logs. Payment to the AGENCY for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, **must be submitted in WEMS no later than July 31**. All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15**.

OVERTIME REPORTING

The AGENCY agrees to have all personnel who work HVE patrols complete officer Emphasis Patrol Activity Logs in WEMS within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed above.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the WTSC.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Upon agreement by the AGENCY and the local TZM, allocation categories may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific category. Any increase in allocation exceeding 50% will require an amendment to this document.

STATE AND FEDERAL TERMS AND CONDITIONS

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The AGENCY shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

BUY AMERICA ACT

The AGENCY will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The AGENCY shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the WTSC, or as may be required by law.

COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E. The AGENCY shall not utilize Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

COVENANT AGAINST CONTINGENT FEES

The AGENCY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the AGENCY for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the AGENCY, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the AGENCY (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the AGENCY shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The AGENCY shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The AGENCY shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the AGENCY will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the AGENCY shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received—
 - I. 80 percent or more of its annual gross revenues in Federal awards;
 - II. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986;

FEDERAL LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

INCOME

Income earned by the AGENCY with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

INDEMNIFICATION

To the fullest extent permitted by law, the AGENCY shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. The AGENCY's obligation to indemnify, defend, and hold harmless includes any claim by the AGENCY's agents, employees, representatives, or any sub AGENCY or its employees.

The AGENCY expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to AGENCY's or any sub Agency's performance or failure to perform the Contract.

The AGENCY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

LICENSING, ACCREDITATION AND REGISTRATION

The AGENCY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NONDISCRIMINATION

The AGENCY will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
4. the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
5. Title Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Title comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
11. The requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

POLITICAL ACTIVITY (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years

after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION

The AGENCY shall provide right of access to its facilities to the WTSC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The AGENCY shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The AGENCY shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the AGENCY hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be limited to data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

The AGENCY may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day

notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the AGENCY or its staff shall be the sole responsibility of the AGENCY.

TERMINATION FOR CAUSE

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this contract, or violates any of these terms and conditions; the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this contract immediately. The CONTRACTOR may be given the opportunity to correct the violation or failure within 15 (FIFTEEN) days. If the CONTRACTOR is given the opportunity to correct the violation and the violation is not corrected within 15 (FIFTEEN) days, this contract may be terminated by written notice of the WTSC.

TERMINATION FOR CONVENIENCE

Either party may, by 30 (THIRTY) days written notice, terminate this contract. If this contract is so terminated, the WTSC shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TREATMENT OF ASSETS

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the AGENCY, for the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WTSC upon delivery of such property by the AGENCY. Title to other property, the cost of which is reimbursable to the AGENCY under this contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this contract, or (ii)

2. Any property of the WTSC furnished to the AGENCY shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
3. The AGENCY shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the AGENCY or which results from the failure on the part of the AGENCY to maintain and administer that property in accordance with sound management practices.
4. If any WTSC property is lost, destroyed or damaged, the AGENCY shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
5. The AGENCY shall surrender to the WTSC all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the AGENCY under this clause shall also include AGENCY's employees, agents or Sub AGENCIES.

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

IN WITNESS WHEREOF, the parties have executed this Agreement.

WA TRAFFIC SAFETY COMMISSION

Date _____

Please mail TWO original copies of this signed Agreement to your Target Zero Manager postmarked NO LATER than 5:00 PM, Friday, September 23:

Gloria Mansfield Averill
Pierce County Traffic Safety Task Force
2501 South 35th, Suite B
Tacoma, WA 98409

Note: Do NOT send or deliver the documents to WTSC.

Exhibit A

STATEMENT OF WORK

1. **GOAL:** To reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols.
2. **SCOPE OF WORK :**

The specific dates for individual campaigns are subject to change.

Impaired Driving:

Agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following dates:

Holiday DUI Patrols; December 15, 2016 – January 1, 2017
Drive Sober or Get Pulled Over Labor Day DUI Crackdown;
August 18 – September 4, 2017.

These DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible statewide mobilization patrols shall begin after 4:00 p.m. and will occur Friday-Sunday.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Seat Belts:

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates as part of the national effort:

Click it or Ticket - May 22 - June 4, 2017

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use. Ideally, these patrols will not begin before 4:00 pm.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Distracted Driving

Agency may engage in multijurisdictional HVE distracted driving focused patrols, as part of the national effort, for all or part the following dates:

U Drive. U Text. U Pay. – April 3 – 16, 2017

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of distracted driving violations.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Motorcycle Safety Patrols - July 28, 2017 – August 13, 2017

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Patrols should focus on the illegal and unsafe driving actions of motorcycles.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes failure to yield to a motorcycle, following too closely to a motorcycle, etc.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Whenever possible, AGENCY should include motorcycle officers in these patrols.

Flex Patrols:

The local Task Force may coordinate local HVE impaired driving, seatbelt, distracted driving, or speeding patrols during the contract period. Refer to each section above for the scope of work for each category. Dates may not coincide with statewide patrol periods. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Refer to Exhibit B for patrol plan due dates. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document will be

followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

Agency certifies that all officers participating in these patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions.

The individual listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:

John Cheesman/Chief of Police
Name/Title

(253) 565-1198 jcheesman@cityoffircrest.net
Office Phone & e-mail

(253) 320-8421
Cell Phone

Exhibit B

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving, distracted driving, speeding, and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, distracted driving, speeding, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement.

Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.
- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by the local Target Zero Task Force.

Responsibilities

WTSC:

- Provide funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for:
 - Holiday DUI
 - Click It or Ticket
 - U Drive. U Text. U Pay.
 - Drive Sober or Get Pulled Over
- Summarize statewide enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Submit local patrol plans for local DUI, seat belt, speeding, and distracted mobilizations to the WTSC on quarterly basis:

Plans Due:	For local patrols planned from:
August 31, 2016	October 1 – December 31, 2016
October 31, 2016	January – March, 2017
January 30, 2017	April – June, 2017
April 30, 2017	July – September, 2017

*One yearly plan for local mobilizations may be submitted in lieu of four quarterly plans.

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all IAAs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct a minimum of three (3) self-initiated contacts per hour.
- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

Exhibit C

Federal Agency – National Highway Traffic Safety Administration

Funding Source	Grant Award #	Grant Award Name	CFDA #	HVE Categories
402	Section 402	State and Community Highway Safety Program	20.600	Statewide DUI, Distracted Driving, Seat Belt, Local Flex, Speed, Motorcycle
		National Priority Safety Programs		
405b	Map-21 Section 405b	Occupant Protection	20.616	
405c	Map-21 Section 405c	State Traffic Safety Information Systems	20.616	
405d	Map-21 Section 405d	Impaired Driving Countermeasures	20.616	TZT
405d II	Map-21 Section 405d II	Impaired Driving Ignition Interlock	20.616	
405f	Map-21 Section 405f	Motorcycle Safety	20.616	

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **October 11, 2016**

SUBJECT: **Ordinance Relating To Vision and Hearing Care**

FROM: **Rick Rosenblatt, City Manager**

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: **I move to adopt Ordinance No. _____, amending Section 12 of Ordinance No. 995 and FMC 2.44.120 relating to vision and hearing care for full time employees.**

PROPOSAL: Council is being asked to approve and adopt the ordinance for implementation January 1, 2017.

FISCAL IMPACT: This proposal will have no effect over a two-year timeframe.

ADVANTAGES: This will provide employees the possibility of purchasing vision and hearing care that is more in line with current costs, as the costs for vision and hearing care have escalated since 1990. Starting in the year 2018, full-time employees will be able to purchase vision and hearing care totaling up to \$300.00 without negatively affecting the budget, as \$150.00 will continue to be budgeted each year for full-time employees for claims reimbursement plus a rollover amount of unused funds up to \$150.00.

DISADVANTAGES: Minimal staff time will be necessary to track the rollover amounts.

ALTERNATIVES: Not allow the unused portion to be rolled over.

HISTORY: Since 1990, \$150.00 has been budgeted for each full-time employee to reimburse claims for vision and hearing care. Vision and hearing care costs have increased since that time. It is proposed that after January 1, 2017, if the cumulative total of claims in the budget year doesn't equal \$150.00, the excess can be rolled over to the next year, and full-time employees may be reimbursed for claims up to a cumulative total of \$300.00 in the budget year for vision or hearing care for the employee and dependents. If no claims are submitted in the budget year, the total amount (\$150.00) can be rolled over to the next year. The maximum amount that can be rolled over each year is \$150.00 and no cumulative claim can exceed \$300.00 in a budget year.

Attachment: Ordinance

**CITY OF FIRCREST
ORDINANCE NO. 1581**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AMENDING SECTION 12 OF ORDINANCE NO. 995 AND FMC
2.44.120 RELATING TO VISION AND HEARING CARE**

THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. Section 12 of Ordinance No. 995 and FMC Section 2.44.120 are hereby amended to read as follows:

Vision and hearing care. Full-time employees may be reimbursed for claims of up to a cumulative total of \$300.00 in a budget year toward the cost of vision or hearing care for the employee and dependents. From and after January 1, 2017, if the cumulative total of claims in the budget year does not equal \$150.00, any or all of the unused funds can be rolled over to the next year. The maximum amount that can be rolled over each year is \$150.00 and no cumulative claim can exceed \$300.00 in a budget year.

Section 2. Effective Date: This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of its title.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,
at a regular meeting thereof this 11th day of October 2016.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Publication Date: October 14, 2016

Effective Date: October 19, 2016

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: October 11, 2016

SUBJECT: 2016 Comprehensive Plan Amendments, Capital Facilities Element

FROM: Angelie Stahlnecker, Planning/Building Administrator

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to adopt Ordinance No. _____ amending Ordinance 1569, Section 1 and FMC 23.04.020 amending the City of Fircrest Comprehensive Plan Capital Facilities Element.

PROPOSAL: The City of Fircrest proposes to amend the City's Comprehensive Plan by updating the Capital Improvement Program of the Capital Facilities Element.

AMENDMENT PROCESS AND HISTORY: The proposed zoning text amendments are classified as a Type 5 legislative proposal. The Planning Commission held a public hearing on August 16, 2016 and voted unanimously to recommend to Council approval of the draft Plan amendments. The City Council held a public hearing on September 27, 2016.

PROCEDURAL COMPLIANCE: The City prepared an *Environmental Checklist and issued a Determination of Environmental Nonsignificance* for the 2016 Amendments to the Fircrest Comprehensive Plan on August 3, 2016. No comments were received. The City submitted a 60-day *Notice of Proposed Amendment* to the Washington State Department of Commerce on August 10, 2016. No comments were received.

FISCAL IMPACT: The proposed amendments will have no direct fiscal impact. However, the amended six-year capital improvement schedules identify projected timing and possible funding sources for specific capital projects during 2017-2023. The 6-year schedule is for planning purposes only and does not commit the City to fund the proposed projects.

ADVANTAGES: The proposed amendments will update the Comprehensive Plan to ensure consistency with the Growth Management Act as amended, the Puget Sound Regional Council VISION 2040 growth strategy and multicounty planning policies, and the updated Pierce County Countywide Planning Policies. Inclusion of projects in the 6-year Capital Improvement Program is a requirement for several Federal, State and Regional funding grants and loans.

DISADVANTAGES: None noted.

ALTERNATIVES: None proposed.

Attachment: Ordinance

**CITY OF FIRCREST
ORDINANCE NO. 1582**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AMENDING ORDINANCE 1569, SECTION 1 AND FMC 23.04.020
AMENDING THE CITY OF FIRCREST COMPREHENSIVE PLAN
CAPITAL FACILITIES ELEMENT**

WHEREAS, the City is required to periodically review and update its Comprehensive Plan, as needed, to ensure consistency with the Growth Management Act, Puget Sound Regional Council VISION 2040 Growth Strategy, and the Pierce County Countywide Planning Policies; and

WHEREAS, the City submitted a *Notice of Intent to Adopt* to the Washington State Department of Commerce on August 11, 2016, which was issued to state agencies for a 60-day comment period as required pursuant to RCW 36A.70 RCW; and

WHEREAS, the City issued a *Determination of Environmental Nonsignificance* for the 2016 Amendments to the Fircrest Comprehensive Plan on August 3, 2016 with a 14-day comment period ending August 16, 2016, and no adverse comments were received; and

WHEREAS, the Fircrest Planning Commission is authorized, under Section 23.08.110 FMC, to study, promulgate, develop and update coordinated plans, including a Comprehensive Plan, for the physical development of the city as deemed necessary in the interest of the public health, safety, morals and the general welfare of the community; and to such end it may make recommendations to the City Council regarding the regulations of and restrictions on the use of land, the location, construction and use of buildings, and other related matters which are or might properly be incorporated into city ordinances dealing with zoning, building, plats and subdivisions, parks and annexation; and

WHEREAS, the Planning Commission conducted a public hearing on August 16, 2016 to accept public testimony and comment on the proposed amendments; and

WHEREAS, the Planning Commission adopted the following findings in support of approval of the proposed Comprehensive Plan Amendments, in consideration of the factors listed in Section 23.06.070 FMC, prior to final action:

1. The proposed capital facilities amendments are consistent with Capital Facilities Goal CF1, to provide and maintain adequate public facilities to meet the needs of existing and new development and Goal CF4, to provide needed public facilities within the City's ability to fund or within the City's authority to require others to provide.
2. The proposed capital facility amendments address capital improvements that are fully contained within Fircrest jurisdiction and are not inconsistent with plans for adjacent jurisdictions or countywide planning policies.
3. The proposed capital facility amendments do not conflict with existing elements or policies.

4. No changes to the existing land use designations are being proposed.
5. The proposed amendments support a continuation of existing policies and provides consistency with other planning documents.
6. The proposed amendments address future projections, are consistent with Fircrest citizens' vision for the future, and will be in the public interest.

WHEREAS, the City Council conducted a public hearing on September 27, 2016, to accept public testimony and comment on the proposed amendments; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. Ordinance 1569, §1, and FMC 23.04.020 are hereby amended to read as follows: The 2016 amendments to the Fircrest Comprehensive Plan as shown in Exhibit "A" attached to Ordinance No. 1582 and incorporated in this section by reference, are hereby adopted pursuant to the Growth Management Act, Chapter 36.70A RCW, and codified within this title.

Section 2. Severability. If any section, sentence, clause or phrase of this title shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this title.

Section 3. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the city. This ordinance shall be effective five (5) days after such publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,
at a regular meeting thereof this 11th day of October 2016.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Publication Date: October 14, 2016

Effective Date: October 19, 2016

Exhibit A

Amendments to the Comprehensive Plan
Capital Facilities Element
October 11, 2016

Transportation Facility Improvements

Revenues	2017	2018	2019	2020	2021	2022	2023	TOTAL	2024-2036	20 Year Total
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified</i>										
Light Funds from the sale of the Light Utility	50,000	50,000	50,000					150,000		150,000
Property Tax										
Real Estate Excise Tax- To be used as deemed necessary by the City Council to fund improvements	50,000	50,000	50,000	50,000	50,000	50,000	50,000	350,000	700,000	1,050,000
State/Federal Grant	539,000	1,592,000	560,000	624,000	648,000	320,000		4,283,000	1,760,000	6,043,000
Local Match Funds for Grants – From REET or Rate Revenue	31,000	248,000	140,000	156,000	102,000	80,000		757,000	440,000	1,197,000
Utility Funds for grind and overlay with utility work									500,000	500,000
Developer Contributions									1,000,000	1,000,000
Total Revenues	670,000	1,940,000	800,000	830,000	800,000	450,000	50,000	5,540,000	4,400,000	9,940,000
Capital Appropriations	2017	2018	2019	2020	2021	2022	2023	TOTAL	2024-2036	20 Year Total
1. Major Pavement Patching: Citywide	50,000	50,000	50,000	50,000	50,000	50,000	50,000	350,000	700,000	1,050,000
2. Alameda Avenue: Regents Blvd to Columbia St/South 19 th	230,000							230,000		230,000
3. Alameda Avenue: Greenway to Regents Blvd		1,840,000						1,840,000		1,840,000
4. Alameda Avenue: Emerson to Rosewood Ln (<i>curb, gutter, sidewalk on east side, bike lane designation</i>)			450,000					450,000		450,000
5. Alameda Avenue: 42nd to Emerson (<i>curb, gutter, and sidewalk on west side, and bike lane designation</i>)			250,000					250,000		250,000
6. 44th Street: 67th Ave to 62nd Ave (<i>curb gutter and sidewalk on north side</i>)				400,000				400,000		400,000
7. Regents: Alameda Ave to 67 th Ave (<i>grind and overlay</i>)				0	750,000			750,000		750,000
8. Emerson Street: Alameda Avenue to Woodside Drive (<i>planter strip and sidewalk on south side</i>)				380,000				380,000		380,000
9. Emerson – Woodside to 67 th (<i>Retaining walls and entry islands</i>)						400,000		400,000		400,000
10. Traffic Signal Safety Improvement Program –	340,000							340,000		340,000

signalization Improvements										
11. LED Street Light Replacement	50,000	50,000	50,000					150,000		150,000
12. Grind and Overlay: Various City Streets									1,500,000	1,500,000
13. Sidewalk Gap Completion and Replacement									950,000	950,000
14. Regents Blvd. and Alameda Avenue (<i>channelization and restriping for bike lanes shared facilities</i>)									250,000	250,000
15. New development roadway improvements									1,000,000	1,000,000
Total Capital Appropriations	670,000	1,940,000	800,000	830,000	800,000	450,000	50,000	5,540,000	4,400,000	9,940,000

Sewer Facility Improvements

Revenues	2017	2018	2019	2020	2021	2022	2023	TOTAL
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified.</i>								
Sewer Rate Revenue	371,000	346,000	341,000	471,000	271,000	446,000	325,550	2,571,550
Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements								0
Public Works Trust Fund Loan								0
Washington State Department of Ecology Loan								0
Capital Contributions - Tap Fees	4,000	4,000	4,000	4,000	4,000	4,000	4,000	28,000
Bond Issue								
Total Revenues	375,000	350,000	345,000	475,000	275,000	450,000	329,550	2,599,550

Capital Appropriations	2017	2018	2019	2020	2021	2022	2023	TOTAL
1. Drake Street Lift station upgrades		300,000						300,000
2. Alameda Lift station upgrades	350,000							350,000
3. 44 th (Fordham) lift station upgrades			75,000					75,000
4. Estate Place Lift station roadway/generator/control panel			100,000					100,000
5. Condition 4 repair evaluation	25,000							25,000
6. Crestwood Lane (Cond 4)		50,000						50,000
7. 200 Block Alameda; 45th St Ct (Cond. 4)			170,000					170,000
8. 1000 Block Fairway/Electron (Cond. 4)				475,000				475,000
9. 900 Block Alameda (Cond. 4)					275,000			275,000
10. 400 Block Contra Costa (Cond. 4)						450,000		450,000
11. 300 Block Contra Costa (Cond. 4)							175,000	175,000
12. 200 Block Contra Costa (Cond. 4)							154,550	154,550
Total Capital Appropriations	375,000	350,000	345,000	475,000	275,000	450,000	329,550	2,599,550

Stormwater Management Facility Improvements

Revenues	2017	2018	2019	2020	2021	2022	2023	TOTAL
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified.</i>								
Rate Revenues	20,000	20,000	20,000	20,000	20,000	20,000	20,000	140,000
Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements								
WSDOE grants monies	225,000	225,000	225,000	225,000	225,000	108,750		1,233,750
Local Match Funds for Grants – From REET or Rate Revenue	75,000	75,000	75,000	75,000	75,000	36,250		411,250
Total Revenues	320,000	320,000	320,000	320,000	320,000	165,000	20,000	1,785,000

Capital Appropriations	2017	2018	2019	2020	2021	2022	2023	TOTAL
1. Upgrades to existing stormwater conveyance and treatment system	20,000	20,000	20,000	20,000	20,000	20,000	20,000	140,000
2. Storm Water Quality outfall projects, SQ1 to SQ11 (2 per yr.)	300,000	300,000	300,000	300,000	300,000	145,000		1,645,000
Total Capital Appropriations	320,000	320,000	320,000	320,000	320,000	165,000	20,000	1,785,000

Water Facility Improvements

Revenues	2017	2018	2019	2020	2021	2022	2023	TOTAL
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified.</i>								
Rate Revenues	421,000	196,000	271,000	86,000	86,000	41,000	41,000	1,142,000
Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements								
Capital Contributions - Tap Fees	4,000	4,000	4,000	4,000	4,000	4,000	4,000	28,000
Bond Issue								
Local Match Funds for Grants – From REET or Rate Revenue								
Total Revenues	425,000	200,000	275,000	90,000	90,000	45,000	45,000	1,170,000

Capital Appropriations	2017	2018	2019	2020	2021	2022	2023	TOTAL
1. 8" Water Main on Ramsdell Ave from Alta Vista to Contra Costa	425,000							425,000
2. Recoat exterior of the "High Tank" reservoir		200,000						200,000
3. 12" Water Main on Summit Ave from Princeton St to Columbia St			275,000					275,000
4. 8" Water Main on Farallone from Stanford Street to Golden Gate Avenue				45,000				45,000
5. 8" Water Main on Eldorado Avenue from Princeton St to Columbia St				45,000				45,000
6. 8" Water Main Replacement of Old & Undersized Mains					90,000	45,000	45,000	180,000
Total Capital Appropriations	425,000600	200,000	275,000	90,000	90,000	45,000	45,000	1,170,000

Parks and Recreation Improvements

Revenues	2017	2018	2019	2020	2021	2022	2023	TOTAL
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified.</i>								
State/Federal Grants	532,800			540,000				\$1,072,800
General Fund								
General Obligation Bonds			3,062,200	23,291,000		167,000		26,520,200
Donations								
Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements								
Local Match Funds for Grants (44 th & Alameda fund)	59,200			60,000				\$119,200
Total Revenues	592,000		3,062,200	23,891,000		167,000		\$27,712,200.00

Capital Appropriations	2017	2018	2019	2020	2021	2022	2023	TOTAL
1. Fircrest Park Parking and Pathways	377,000							\$377,000
2. Tot Lot Paved Paths and Parking (grant 2017)	215,000							\$215,000
3. Tot Lot Restroom Shelter			324,000					\$324,000
4. Tot Lot Improvements			218,200					\$218,200
5. Fircrest Park Sports Fields Improvements			1,320,000					\$1,320,000
6. Fircrest Park Playground Development			1,200,000					\$1,200,000
7. Whittier Park Drainage Improvements				600,000				\$600,000
8. Masko Park Misc. Improvements				131,000				\$131,000
9. Alice Peers Park Reader Board				60,000				\$60,000
10. Whittier Park Lighting and Electrical				600,000				\$600,000
11. Masko Park Landscape & Irrigation						130,000		\$130,000
12. Concrete Stair/Walk Connections to City Hall						37,000		\$37,000
13. Recreation Center Renovation/Replacement				9,500,000				\$9,500,000
14. Fircrest Park Pool Replacement				13,000,000				\$13,000,000
Total Capital Appropriations	\$592,000		\$3,062,200	\$23,891,000		\$167,000		\$27,712,200.00

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: October 11, 2016

SUBJECT: Resolution authorizing the City Manager to execute a Professional Services Agreement with SiteCrafting, Inc. for development and hosting of the City's website.

FROM: Colleen Corcoran, Finance Director

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute a Professional Services Agreement with SiteCrafting, Inc. for development and hosting of the City's website.

PROPOSAL: Council is being asked to authorize the City Manager to enter into a Professional Services Contract with SiteCrafting, Inc. for development and hosting of the City's website.

FISCAL IMPACT: The total agreement amount for the development is \$24,750 with an additional contingency amount of \$5,000 and a monthly hosting fee of \$99 plus sales tax.

ADVANTAGES: The City will have an improved website that meets all ADA requirements and is fully supported.

DISADVANTAGES: Cost of the contract.

ALTERNATIVES: Choose a different vendor.

HISTORY: An RFQ was advertised on June 22, 2016. Two vendors responded. After research and demonstrations, SiteCrafting, Inc. was determined to best meet the City's needs.

**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
SITECRAFTING, INC. FOR DEVELOPMENT AND HOSTING
OF THE CITY'S WEBSITE.**

WHEREAS, the City of Fircrest has need of specialized services; and

WHEREAS, SiteCrafting, Inc. has the required experience and expertise to provide such 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 SiteCrafting, Inc. to provide development and hosting of the City's website.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October,
2016.**

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is effective as of the ____ day of

_____ 2016, by and between SITECRAFTING, INC., a Washington Corporation (“SITECRAFTING”), whose address is 2716 A Street; Tacoma, WA 98402, and CITY OF FIR-

CREST, a Washington City (“CLIENT”), whose address is 115 Ramsdell Street, Fircrest, WA 98466

In consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. Definitions.

- (a) “Advice” means any technical assistance or know-how communicated to CLIENT by SITECRAFTING under the terms of this Agreement other than in a Deliverable.
- (b) “Deliverable” means any product (including Software) written, developed or prepared in whole or in part by SITECRAFTING for CLIENT under the terms of any Service Agreement.
- (c) “Network Downtime” means any Outage that continues for a time period in excess of thirty (30) minutes following the earlier of: (i) when CLIENT informs SITECRAFTING of the outage in writing; or (ii) when SITECRAFTING otherwise learns of the Outage. Network Downtime ends when the affected line and/or associated station equipment is fully operative. Network Downtime, however, shall not include any packet loss, interruption, or latency caused, directly or indirectly, by: (i) factors outside of SITECRAFTING’s control; (ii) the acts or omissions of CLIENT or any third party; (iii) equipment not owned, maintained, and under the control of SITECRAFTING; (iv) planned maintenance or improvement of the network (including any related equipment) by SITECRAFTING, including but not limited to Scheduled Downtime (as defined herein).
- (d) “Outage” means router packet loss in excess of fifty percent (50%) that is sustained for sixty (60) seconds or more.
- (e) “Software” means a set of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result.

2. SITECRAFTING Services.

SITECRAFTING will provide to CLIENT professional services relating to the user testing, research, design, development, and implementation of CLIENT’s website, including but not

limited to the following services: design, content management system development, frontend development, software troubleshooting, website training, and website hosting, in addition to such other services or deliverables as may be agreed upon by the parties (collectively, the “Services”), as further set forth in any proposals, RFP’s, statements of work, work orders, or other similar documents between SITECRAFTING and CLIENT (each a “Service Agreement” and collectively the “Service Agreements”), all of which are subject to the terms and conditions of this Agreement.

Each Service Agreement is hereby incorporated by reference, and this Agreement and all Service Agreements between SITECRAFTING and CLIENT will be interpreted as a single agreement. In the event of a conflict between the terms of this Agreement and any Service Agreement, the terms of this Agreement shall prevail.

3. CLIENT’s Role.

Without limiting the generality of any duties that may be outlined in any Service Agreement, CLIENT shall, as a general matter, have the following obligations:

- Provide assets (logo, style guidelines, collateral material, documents, photos) for use in website design;
- Review all documents presented by SITECRAFTING;
- Analyze and critique all functions as outlined by SITECRAFTING (or request changes as appropriate);
- Review all concepts presented by SITECRAFTING;
- Examine and critique all designs as outlined (or request changes as appropriate);
- Upload photos and documents to the library (as appropriate);
- Perform usability/function testing and participate in testing scenarios;
- Define, schedule, and communicate with selected individuals to be trained;
- Provide detailed requests for support or additional development; • Review and approve changes to the scope of SITECRAFTING’s work.

4. Hosting Services.

Notwithstanding any contrary provision in any Service Agreement, the following the following rules shall apply to all hosting services provided by SITECRAFTING to CLIENT:

- (a) Generally. SITECRAFTING shall host CLIENT’s website on hardware owned and maintained by SITECRAFTING or our web hosting partners.
- (b) Maintenance Windows. SITECRAFTING reserves regularly scheduled maintenance windows in order to maintain and upgrade the SITECRAFTING network infrastructure (the “Scheduled Downtime”). Such Scheduled Downtime may change from time to time in SITECRAFTING’s sole discretion, but is currently: (i) weekly from the hours of 12 am PST to 3 am PST. SITECRAFTING will make commercially reasonable efforts to provide CLIENT with prior notification of all scheduled and emergency maintenance procedures, and to schedule such procedures within CLIENT’s defined Maintenance Windows, to the extent practicable for SITECRAFTING.

- (c) Downtime Credit. CLIENT shall be eligible for a credit on the monthly invoice in which any Network Downtime occurred (the “Downtime Credit”). Such Downtime Credit shall be equal to the proportion of Network Downtime to non-Network Downtime for the relevant month. For example, if there is one hour of Network Downtime in a month with thirty days, the total Downtime Credit would be .139% of the total hosting charges due from CLIENT to SITECRAFTING in that month.
- (d) Credit Claiming Procedure. In the event that CLIENT becomes eligible for a Downtime Credit under subparagraph (c) above, Client shall notify SITECRAFTING of: (1) the day(s) in which Network Downtime occurred; (2) the approximate length(s) of such Network Downtime; and (3) the amount of Downtime Credit claimed. Once accepted by SITECRAFTING, such Downtime Credit, if any, shall be deducted from the charges payable by CLIENT for the month in which the Network Downtime occurred.
- (e) Investigation of Service Interruptions. At CLIENT’s request, SITECRAFTING will investigate any report of downtime, and will attempt to remedy any downtime expeditiously. If SITECRAFTING reasonably determines that all facilities, systems and equipment furnished by SITECRAFTING are functioning properly and that downtime arose from some other cause, SITECRAFTING will continue to investigate the downtime cause at CLIENT’s request. In such a case, SITECRAFTING’s normal hourly service rates will apply.
- (f) Sole Remedy. The Downtime Credit shall be CLIENT’s sole remedy with respect to any Network Downtime.

5. Fees and Expenses.

- (a) Hourly Rates. Unless otherwise provided in a written agreement with CLIENT, fees for services are based on SITECRAFTING’s then-standard hourly rates. These rates are typically adjusted annually to reflect current levels of experience, changes in overhead costs and other factors. CLIENT may obtain a current schedule of these rates upon request.
- (b) Estimated and Fixed Fees. When requested, SITECRAFTING will provide an estimate for any given proposed project, which will be based upon its experience or the experience of other industry professionals. Unless otherwise agreed, the estimate is not a fixed fee and the fees will then be determined on an hourly basis. Even for fixed fee arrangements, such fees are based on assumptions of cooperation from CLIENT and no delays or interference arise because of factors that are not within SITECRAFTING’S control or could not have been reasonably foreseen. Many factors outside of SITECRAFTING’s control can impede its ability to deliver within a budget and timeline, the most common of which are: increased scope from original understanding, the lack of availability of CLIENT’s resources (including inadequate staffing), inadequate participation from appropriate decision makers, the stability of the CLIENT’s working environment, priorities that change, actions or inactions of third

parties, and other factors that could not have been reasonably foreseen. SITECRAFTING cannot be responsible for increased costs in its services due to such factors.

- (c) Out of Pocket Expenses. CLIENT will be charged for out of pocket expenses advanced or incurred by SITECRAFTING in connection with the Services. Such out-of-pocket expenses include printing, photocopying, postage, travel, business meals, overnight lodging, long distance telephone charges, messenger service and other usual and customary business expenses.
- (d) Billings. SITECRAFTING will bill for its fees and charges on a weekly, biweekly, or monthly basis (depending on the project scope), and payment is due within fifteen (15) days of receipt of the invoice.
- (e) Nonpayment. For all undisputed fees and charges not paid within thirty (30) days of the invoice date, CLIENT may be assessed and required to pay a late payment charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. CLIENT is required to notify SITECRAFTING of disputed amounts within seven business days from receipt of the relevant invoice; otherwise, items will be considered undisputed.

In addition, without waiving any other rights or remedies to which it may be entitled, SITECRAFTING may suspend or terminate the Services until such payment is received and may decide not to accept additional work from CLIENT and/or seek collection of all amounts due, including reasonable attorneys' fees and collection costs.

6. Acceptance; Sole Remedy.

Each Deliverable shall be deemed accepted by CLIENT unless written notice of non-conformity is received by SITECRAFTING within thirty (30) days of CLIENT's receipt of the Deliverable. In the event of discovery by CLIENT of a non-conforming Deliverable, CLIENT will allow SITECRAFTING to cure the defect. If SITECRAFTING is unable to cure the non-conformity within a reasonable time (in SITECRAFTING's sole discretion), CLIENT is entitled to return the Deliverable and receive a refund of the amount paid for the Deliverable. The preceding is CLIENT's sole remedy for non-conformance or breach of warranty.

7. Disclaimer of Warranties.

SITECRAFTING expressly disclaims all warranties, express or implied, not specifically stated herein, including any implied warranties of merchantability and fitness for a particular purpose, or warranties regarding infringement of third party rights, whether arising in law, custom, conduct, or otherwise.

8. Limitation of Liability.

Notwithstanding any other provision of this Agreement, SITECRAFTING's liability to CLIENT is hereby limited to the amounts paid to SITECRAFTING at the time the claim of liability is asserted. SITECRAFTING shall have no liability whatsoever to Client in the event that Client changes, modifies, or amends any Deliverable provided by SITECRAFTING

(including but not limited to Software).

Except for the amount referenced in this Section 8, neither SITECRAFTING nor its employees or agents will be liable for any special, incidental, punitive or consequential damages, whether foreseeable or unforeseeable (and whether or not SITECRAFTING had been advised of the possibility thereof), whether based upon lost goodwill, lost profits, loss of data or interruption in its use or availability, stoppage of work, or otherwise, and regardless whether it is based on a breach of contract, express or implied warranty, negligence, misrepresentation, strict liability, tort, or otherwise.

Each party acknowledges that these limitations apply even if a party has been advised of the possibility of such damages or the remedies stated above fail of their essential purpose. The parties further agree that SITECRAFTING's fee for the Services provided under this Agreement and any Service Agreement would be higher but for these liability limitations.

9. Rights to Use and Disclose.

CLIENT shall have the right to use all Deliverables and Advice for its own account. CLIENT does not have the right to use or disclose any (1) Deliverables, (2) Advice, or (3) the terms of the Agreement in connection with or for the benefit of the business of any third party, whether in a service relationship or otherwise, unless that third party is specified in the Agreement.

10. Work Product.

All reports, software (including source code), patents, copyrights, trade secrets or other in tellectual property rights, and/or other material prepared or assembled by SITECRAFTING and provided to CLIENT under this Agreement will be the property of SITECRAFTING, and CLIENT does hereby transfer and assign to SITECRAFTING any ownership rights it has, may have, or that may arise during the performance of this Agreement. CLIENT further agrees that it will not make available any of said material to any other individual or organization without the prior written approval of SITECRAFTING. In exchange for the promises provided herein and subject to the terms and conditions of this Agreement, SITECRAFTING hereby grants to CLIENT a non-exclusive, non-transferable, royalty-free right to use the Deliverables (including any Software) solely for CLIENT's internal use. CLIENT's subsequent modification of any Deliverable will immediately void any warranties that otherwise would have applied to such Deliverable.

The provisions of this paragraph will survive termination of this Agreement. 11. Confidentiality and Non-Disclosure.

(a) Certain information, including but not limited to SITECRAFTING's and CLIENT's business practices, methodology, practice standards, and pricing is confidential and proprietary information of the respective party and not generally known to the public. Each party will treat this information and all information made available or disclosed to or developed or obtained by the other party as a result of or related to this Agreement that is marked, identified, or reasonably known by the other party to be confidential (collectively "Confidential Information"), as confidential and shall not disclose or use such Confidential Information for the benefit of any person other than the parties. Without limiting the generality of the foregoing, CLIENT acknowledges that any software and/or other computer programs developed by SITECRAFTING, along with the formulas or processes used by those programs, are deemed Confidential Information and shall be maintained as confidential during the term of this Agreement and after this Agreement has terminated. The parties further agree not to make copies or duplicates of, or disclose, divulge, or otherwise communicate such Confidential Information to others, or use it for any purpose other than as specifically authorized in writing by the disclosing party. The parties further agree to exercise every reasonable precaution to prevent and restrain any unauthorized disclosure of such Confidential Information.

(b) The provisions of this confidentiality section will not apply to any Confidential Information disclosed hereunder which (i) was known or used by the receiving party prior to its date of disclosure to the receiving party, as evidenced by the prior written records of the receiving party; or (ii) is lawfully disclosed to the receiving party by an independent, unaffiliated third party rightfully in possession of the Confidential Information and having no obligation to either party to keep such Confidential Information confidential; or (iii) becomes published or generally known to the public through no fault on the part of the receiving party; or (iv) is required to be disclosed by the receiving party to comply with applicable laws, to defend or prosecute litigation, or to comply with governmental regulations; provided, however, that prior to such disclosure, the other party is given reasonably prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, at its sole expense, including intervention in any proceeding and the seeking of an injunction to prohibit such disclosure. The provisions of this Section 11 shall survive termination of this Agreement for a period of three (3) years from the date of termination.

12. Indemnification.

CLIENT agrees to indemnify, defend and hold harmless SITECRAFTING and its officers, directors, employees, affiliates and successors from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with the Services (collectively the "Actions"), except for acts or omissions of SITECRAFTING constituting gross negligence or intentional misconduct, in which case the indemnified party will be liable only to the extent such Actions result directly from the gross negligence or intentional misconduct of SITECRAFTING or its officers, directors, employees, affiliates and successors.

13.Termination.

Upon written notice to SITECRAFTING, CLIENT may terminate this Agreement and cancel the Services hereunder at any time without cause and without further obligation to SITECRAFTING, except for payment for services already provided or for costs already incurred (or to be incurred and which cannot reasonably be avoided). SITECRAFTING may terminate this Agreement and cancel its Services hereunder without cause upon thirty (30) days prior written notice.

SITECRAFTING may also terminate this Agreement and cancel its Services hereunder without notice if amounts due hereunder remain due and unpaid for a period of thirty (30) days or upon the commencement by or against CLIENT of any liquidation, dissolution, bankruptcy, reorganization, insolvency or other proceeding for the relief of financially distressed debtors, or the appointment for CLIENT, or a substantial part of its assets, of a receiver, liquidator, custodian or trustee.

14.Independent Contractors.

SITECRAFTING is the independent contractor of the CLIENT, and this Agreement shall not be construed or interpreted to create a partnership, joint venture or employment relationship between SITECRAFTING and CLIENT, or to impose upon either of them any liability as such.

15.Miscellaneous Provisions.

(a)Choice of Law and Venue; Severability. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington and each party hereby consents to jurisdiction and venue in the state and federal courts sitting in Pierce County. If any provision of this Agreement is determined by a court to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect as if such invalid or unenforceable provision had never been a part of this agreement.

(b)Agreement. This Agreement (including attachments and any Service Agreements) sets forth all of the terms and conditions agreed upon between SITECRAFTING and CLIENT relating to the subject matter hereof. This Agreement cannot be amended except in a writing signed by both parties. Except as specifically provided herein, this Agreement shall supersede any previous Agreements between SITECRAFTING and the CLIENT.

(c)Mediation/Arbitration. The parties shall strive to use good faith negotiations to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement or the breach of this Agreement. If the parties are not able to resolve any dispute by negotiation, either party may require that the dispute go before a mediator, mutually agreeable to the parties, to resolve the dispute. If the parties are unable to reach an agreement through mediation, or if the parties cannot agree upon a mediator, the parties shall submit the underlying dispute to binding arbitration, which shall be conducted in Tacoma, Washington. Judgment on the award or decision rendered by the arbitrator may be entered in any court having jurisdiction.

(d)Notices. All notices required or permitted to be given under this Agreement shall be

sufficient if set forth in writing and hand delivered or mailed first class, certified mail, return receipt requested (which will be deemed received two days after so mailed), or delivered by a nationally recognized overnight courier to the parties at the addresses set forth at the addresses indicated above.

(e)Waiver. Any waiver of strict and literal performance under this Agreement shall not be deemed to be waiver of strict and literal performance of this Agreement at any future time.

(f) Attorneys' Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including but not limited to reasonable attorneys' fees.

(g)Modification. The Agreement or any obligation of a party hereunder shall not be modified, amended, changed, waived, released or discharged except by a writing signed by an officer or authorized representative of the party against whom such modification, amendment, change, waiver, release or discharge is being enforced.

(h)Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and legal assigns of the parties.

(i)Assignment(s). The CLIENT may assign its rights and obligations under this Agreement only with SITECRAFTING's prior written consent.

(j)Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SITECRAFTING, INC., a Washington Cor- **CLIENT**, a Washington City poration

By: Brian Forth
Its: President
Date:

By:
Its:
Date:

SERVICE AGREEMENT 1 - SCOPE OF WORK

Executive Summary

The City of Fircrest has selected SiteCrafting a creative, qualified, experienced and professional consultant to create a new website for the City of Fircrest. The software should allow for non-technical users to be able to enter and manage their own content as simply as possible. This would require that users, both technical and non-technical, be able to edit/create and delete their own content without altering the coding or structural integrity of the system.

Scope of Work

- Documentation
- Information Architecture Defined
- Site Design:
 - Three design concepts
 - Entire site will be responsive* (viewable/formatted for multiple device sizes)
 - Compatible with modern web browsers
- Templates:
 - Home page
 - Department Landing Page
 - Class Registration Pages
 - News and Events Page
 - Directory Page

- General Interior Page
- Site Development
- The new site will be built using WordPress CMS (Content Management System) and will utilize templates to manage content
- Webpages:
 - City of Fircrest will have the ability to manage page content through the entire site
 - Ability to add videos and images
 - Functionality
 - Agenda management - Allow for Agendas to be uploaded as PDF files
 - Automatic expirations - Pages can be set to expire on specific date
 - Browser based administration as part of CMS
 - Calendar - Category Listing of City Events
 - Departmental Landing Pages
 - Directory / Listing
 - E-notifications - RSS Feeds and web alerts need to be further defined
 - Class registration - Phase 1
 - Additional annual maintenance costs will be approximately \$500/year
 - Online payment - City of Fircrest will need to setup an authorize.net (or similar)
 - Depending on requirements, may be used for vendor booth sign-up (ie Fun Days)
- Features
 - City of Fircrest Admin:
 - Add a new class
 - Description
 - Set class dates
 - Limit class size
 - Register participant in person if they are paying with check or cash
 - View list of registrants

- Registrant will be able to:
- View class list
- Sign up - enter parent/participant contact information
- Submit payment online
- Phase 2 Registration may include (via separate contract) :
- Account registration
- Wait lists
- Verification of residency
- Email Sharing - Allow emailing of link from website through sharing icon
- Frequently Asked Questions module
- Site Analytics
- Multi-Lingual Support with Google Translation
- News and Announcements
- E-Newsletter integration with MailChimp or Constant Contact
- Forms - Ability to upload/download PDF forms
- Printable Style Sheets - ADA Compliance
- Rotating photos and banners editable through CMS
- Site Search
- Text based search in CMS
- Document search available via Search Appliance Integration
- Site Index
- Training and Documentation
- Site Launch
- Social Media Interface - Icons on website
- Facility Calendar - Ability to display availability/booked dates
- SSL Certificates - SiteCrafting can generate SSL certificates hosing environments
- SiteCrafting does not host Exchange

Functionality NOT included in current scope (can be added as part of future contract) :

- Data archive - City of Fircrest will utilize <https://www.pagefreezer.com/> for archiving for compliance
- Content Transfer - City of Fircrest will be responsible for entering the content into the website after we deliver it to you. SiteCrafting will train the City of Fircrest on how to enter the content and utilize the CMS (Content Management System). If the City of Fircrest would like SiteCrafting to add existing content to the new site, a quote for this work is included in Appendix
- Web-based forms
- Access GIS or Crime Stats
- FTP Capability - SiteCrafting recommends utilizing a service like DropBox for transferring files
- RFP/RFQ/Bid Posting Module - these documents can be posted as PDFs
- Survey / Polling Capability - SiteCrafting recommends linking to an online survey service such as SurveyMonkey.
- Live Video Recordings of City Council Meetings

* May not be possible with third party limitations (e.g. utilities payments)

Phases of Work

- Project Kickoff Meeting • Information Architecture
- Design:
- Design - three website concepts
- Design review
- Client feedback
- Design updates
- Design review
- Development
- Quality Assurance/Testing
- Content Transfer
- Client Training
- Launch

PROJECT BUDGET

Project Budget: \$24,750

MILESTONE / WORK COMPLETE	% PROJECT COMPLETE	AMOUNT
Project Initiation Retainer	0%	\$4,500
Discovery & Content Strategy	15%	\$3,000
Wireframes	35%	\$4,250
Design Concepts	50%	\$4,000
Development	80%	\$6,000
Training & Launch Preparation	95%	\$3,000

	TOTAL \$24,750	
Content Transfer - If City of Fircrest elects to have SiteCrafting perform the transfer		\$20 per page \$5 per graphic \$5 per file
Class Registration - If City of Fircrest elects to have annual maintenance.		Approx. \$500 / year.



SERVICE AGREEMENT 2 - HOSTING

The City of Fircrest has selected SiteCrafting for WordPress Hosting.
Terms of the Hosting Agreement can be found in the Master Service Agreement dated _____.

SiteCrafting offers secure and stable hosting environments, with 24-7 monitoring. Our team of Network Administrators maintain a load-balanced, redundant environment that provides toptier connectivity and support.

ITEM	FREQUENCY	AMOUNT
------	-----------	--------

WordPress Managed Hosting	Monthly	\$149 per month with SSL certificate for credit card transactions
---------------------------	---------	---

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE:

October 11, 2016

SUBJECT:

Resolution authorizing the City Manager to execute a Professional Services Agreement with PageFreezer Software, Inc. for services for daily archiving of the City's website and social media accounts.

FROM:

Colleen Corcoran, Finance Director

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute a Professional Services Agreement with PageFreezer Software, Inc. for services for daily archiving of the City's website and social media accounts.

PROPOSAL: Council is being asked to authorize the City Manager to enter into a Professional Services Contract with PageFreezer Software, Inc. for services for daily archiving of the City's website and social media accounts.

FISCAL IMPACT: The total agreement amount for the initial contract term of 36 months will result in a not-to-exceed budget of \$10,000 plus sales tax paid in three annual installments. The contract is auto-renewed annually until cancellation with a potential cost increase not to exceed 10%.

ADVANTAGES: The City will meet the requirements of State law for records retention.

DISADVANTAGES: Annual cost of the contract.

ALTERNATIVES: None.

HISTORY: Three vendors were contacted for information. After research and demonstrations, PageFreezer Software, Inc. was determined to best meet the City's needs.

**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
PAGEFREEZER SOFTWARE, INC. FOR SERVICES FOR DAILY
ARCHIVING OF THE CITY'S WEBSITE AND SOCIAL MEDIA
ACCOUNTS.**

WHEREAS, the City of Fircrest has need of specialized services; and

WHEREAS, PageFreezer Software, Inc. has the required experience and expertise to provide such 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 PageFreezer Software, Inc. to provide daily archiving of the City's website and social media accounts.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 11th day of October, 2016.

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



PageFreezer

The City of Fircrest

Prepared For

David Haupt
The City of Fircrest
115 Ramsdell Blvd.
Fircrest WA 98466
United States

Created By

Nate Dempsey
PageFreezer Software, Inc.
(604) 800 0631
nate@pagefreezer.com
<http://www.pagefreezer.com>

PageFreezer Order Form

June 28th, 2016
Quote: 31382416

Sales person: NateDempsey
Email: nate@pagefreezer.com

Name	Price	QTY	Subtotal
Helpdesk Standard Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00
Set-up and configuration Set up and configure the website and social media accounts for archiving; set up user account access including user names and passwords; initial troubleshooting and quality assurance; administrative setup for capture engine; test captures; capture optimization; QA cycle - internal; QA cycle - with client;	\$100.00	1	\$100.00

<p>PageFreezer for Government Agencies</p> <p>Daily compliant archiving of the following web domain via web-harvesting:</p> <p>http://www.cityoffircrest.net/</p> <p>Also includes continual archiving of up to three (3) social media accounts.</p> <p>Open Records compliant; Federal Rules of Evidence (rule 901) compliant; unlimited data transfer; unlimited data storage; timeline & replay of all archived sites; replay through customized Dashboard in SaaS portal; litigation preparedness; 256-bit Digital signature & timestamp on every archived file; certified atomic clocks; litigation hold support; per page PDF export; change reporting; page diff reports; emailed capture notifications; crawl logs; one-hop off-domain archiving; file hierarchy w/linked navigation; temporal navigation; full text search; ondemand archiving; user agent support for multiple browsers, tablet, Android, Blackberry & iPhone; cookie management; real-time archiving; Public Access feature for sharing archives w/3rd parties or the public.</p>	\$275.00	1	\$275.00
--	----------	---	----------

Total Cost: \$100 (one-time fee) + \$275 / Month (36 months)

Terms & Conditions

This is a quotation on the goods named, subject to the following conditions: i) All prices in USD and excluding sales tax ii)

PageFreezer Subscription Agreement

iii) 36-month subscription (8% discount included), with three up-front annual payments iv) Subscription auto-renews thereafter annually until cancellation v)

Cloud data storage in our SSAE-16 compliant data center

PageFreezer Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR PURCHASE AND ONGOING USE OF PAGEFREEZER SERVICES.

BY ACCEPTING THIS AGREEMENT BY EXECUTING AN ORDER FORM THAT REFERENCES THIS

AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS

AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU

HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND

CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND

ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on November 25, 2015. It is effective between You and Us as of the date of You are accepting this Agreement.

1 DEFINITIONS

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“PageFreezer Services” means the webpage archiving services described in the User Guide.

“Order Form” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

“Purchased Services” means Services that You or Your Affiliates purchase under an Order Form.

“Services” means the online, Web-based archival services and platform provided by Us for Your Web Sites via <http://www.PageFreezer.com> and/or other designated websites, the features and technical limitations of which are described in the User Guide, and that are ordered by You as part of a 30- day free trial or under an Order Form.

“User Guide” means the online user guide for the Services, accessible via <http://www.PageFreezer.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide.

“Web Sites” means world wide web sites which are registered to You or Your affiliates and which have been registered by You to use the Services and, for whom subscriptions to a Service have been purchased.

“We,” “Us” or “Our” means PageFreezer Software, Inc., a Canadian corporation, the company

described in Article 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“Your Data” means all electronic data or information archived for You by the Purchased Services.

2 PURCHASED SERVICES

2.1 Provision of Purchased Services.

We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 Web Site Subscriptions.

Unless otherwise specified in the applicable Order Form, (i) Services are purchased as Web Site subscriptions,

additional Web Site subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional Web Site subscriptions are added, and (ii) the added Web Site subscriptions shall terminate on the same date as the pre-existing subscriptions. Web Site subscriptions may be reassigned to a new Web Site replacing a former Web Site which no longer requires ongoing use of the Services.

3 USE OF THE SERVICES

3.1 Our Responsibilities.

We shall use commercially reasonable efforts to make the Purchased Services available on a daily basis for each Web Site, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays. We will provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2 PageFreezer Services.

If the Order Form indicates You have purchased the PageFreezer Services, We will use commercially reasonable efforts to archive and time stamp the Web Site or Web Sites, or portions thereof, indicated in the Order Form at the frequency specified on the Order Form. As more fully described in the User Guide, the PageFreezer Services store the archived data at Our data center and mirror that data to a geographically remote data center. During the period of Your subscription We will not intentionally override, change or destroy any archived copy except in connection with migrating the archive to another storage device and, then, only after a copy has been placed on the storage device to which the archive is being migrated.

3.3 Litigation Hold.

If you wish to place a litigation hold on some or all of Your data archived by Us, You shall send an email to legal@pagefreezer.com identifying the pages and dates You would like Us to hold or give Us notice using the web form made available to You for that purpose on Our website.

Within one (1) business day after receipt of Your request, We will confirm to You that we have received Your request by sending an email to the address We have on file for You. Within two (2) business days after Our receipt of Your request, We will flag those pages and dates so that they are identified as not to be deleted and confirm to You by email that this has been done.

Within three (3) business days after the receipt of Your request, We will export the pages and dates identified by You from the archives stored on Our servers (the cost of this Service is price per gigabyte of the data exported). We will export the data in a printable format and/or its native format including the digital signatures and timestamps. We may change the process for implementing a litigation hold by updating the User Guide. Please consult the User Guide for any changes to these procedures.

3.4 Your Responsibilities.

You shall (i) be responsible for making each Web Site available for archiving by Us, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (iii) ensure that all Your Web Site pages accessed by our Services are accessible from Internet without restrictions and that Our software and Services are granted access to all of Your Web Sites, (iv) specify Your Web Sites and sub-sites to be within the scope of Our Services, ensure that Your Web Site and each individual page within the scope of Our Services are accessible to Our software and Services and resolve any network problems, server overload or availability problems, or any other technical issues that may affect the accessibility and availability of Your Web Site and each Web Site page, (v) arrange for any export of data from the archives stored on Our server that You wish to obtain , (vi) use the Services only in accordance with the User Guide and applicable laws and government regulations, (vii) request an export of Your data from Our servers after the termination of this Agreement within the time period specified in Section 10.5 (Return of Your Data) (there is a fee for the data export which will cover the courier costs for the disks to be shipped to You), and (viii) be responsible for verifying and ensuring that under applicable law the data generated by Our Services are admissible in court proceedings or any other legal proceedings that You may wish to utilize the data. You shall not store anything on Your Web Sites that You register for Services that We cannot lawfully copy.

3.5 Usage Limitations.

Services may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls You are permitted to make against Our application programming interface. Any such limitations are specified in the User Guide. The Services provide real-time information to enable You to monitor Your compliance with such limitations.

4 FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 Fees.

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are

based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are nonrefundable, and (iv) the number of Web Site subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Web Site subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Web Site subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

4.2 Invoicing and Payment.

You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased Web Site Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

4.3 Overdue Charges.

If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4 Suspension of Service and Acceleration.

If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

4.5 Payment Disputes

We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

4.6 Taxes.

Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If

We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

5 PROPRIETARY RIGHTS

5.1 Reservation of Rights.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Restrictions.

You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) reverse engineer the Services, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 Ownership of Your Data.

As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

5.4 Suggestions.

We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the operation of the Services.

6 CONFIDENTIALITY

6.1 Definition of Confidential Information.

As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was

independently developed by the Receiving Party.

6.2 Protection of Confidential Information.

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3 Protection of Your Data.

Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7 WARRANTIES AND DISCLAIMERS

7.1 Our Warranties.

We warrant that the Services shall perform materially in accordance with the User Guide, and the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties.

You warrant that You own the Web Site that You register for Services. By registering Your Web Site for Services, You warrant that You have the right to, and hereby grant, Us permission to access Your Web Site with Services, including, but not limited to, archiving Your Web Site, sub-sites and/or Web Site pages.

7.3 Mutual Warranties.

Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) will not intentionally transmit to the other party any Malicious Code and will utilize reasonable efforts to detect and remove Malicious Code from any materials subject to this Agreement by using virus scanning or other similar tools and techniques.

7.4 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 MUTUAL INDEMNIFICATION

8.1 Indemnification by Us.

We shall defend You against any claim, demand, suit, or proceeding (“Claim”) made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney’s fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

8.2 Indemnification by You.

You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 Exclusive Remedy.

This Article 8 (Mutual Indemnification) states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of Claim described in this Article.

9 LIMITATION OF LIABILITY

9.1 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO

THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE GREATER OF \$100,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER ARTICLE 4 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2 Exclusion of Consequential and Related Damages.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.3 Additional Limits on Our Liability.

We are not responsible for: (i) Your Web Site or any of Your Web Site pages or data being excluded from Our Services due to the access limits placed by You on Your Web Site, sub-site, page, and/or Your Data, (ii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to not being specified by You as being in scope of Our Services, (iii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to Internet or Your network problems, Your server overload, availability, and/or accessibility problems, or due to any other technical problems that may affect availability and/or accessibility of Your Web Site, any sub-site, page, and/or Your Data, (iv) any negative effect on You by Our Web Site being offline from time to time for maintenance, (v) loss of Your Data after the termination of this Agreement when You had failed to request an export of Your Data from Our systems within the data hold period specified in Section 10.5 (Return of Your Data), and (vi) refusal for any court, law enforcement agency, or dispute resolution venue to accept or recognize for any purpose the data generated by Our Services.

10 TERM AND TERMINATION

10.1 Term of Agreement.

This Agreement commences on the date You accept it and continues until all Web Site subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a 30day free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the 30-day free trial period.

10.2 Term of Purchased Web Site Subscriptions.

Web Site subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order

Form, all Web Site subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 10% over the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 Termination for Cause.

A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination.

Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 Return of Your Data.

Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription and upon payment to Us of the applicable data export fees, We will make available to You for download a file of Your Data in the native file formats along with attachments in their native formats. The data export fee at the end of the Term of this Agreement or in the event of Termination is \$500.00 for the first 200GB (200 GigaBytes) and then \$50.00 for every 10GB thereafter. At the end of the 30-day period, We shall have no obligation to maintain or provide any of Your Data and we may, unless legally prohibited and at our own discretion when permitted, delete all of Your Data in Our systems without notice or confirmation. If You elect to purge Your Data and require confirmation or destruction on, or before, a specific date, We will destroy the Data and provide You with a Certificate of Destruction for a one-time fee of \$300.00.

10.6 Surviving Provisions.

Articles 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 12 (General Provisions) and Sections 7.4 (Disclaimer), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data) shall survive any termination or

expiration of this Agreement.

11 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

11.1 General.

Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
In North America	PageFreezer Software, Inc.	PageFreezer Software, Inc.	Washington State	Washington State

11.2 Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.3 Agreement to Governing Law and Jurisdiction.

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

11.4 Waiver of Jury Trial.

Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12 GENERAL PROVISIONS

12.1 Export Compliance.

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit use Services in violation of any

U.S. export embargo, prohibition or restriction.

12.2 Relationship of the Parties.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

12.4 Waiver and Cumulative Remedies.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6 Attorney Fees.

You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment)

12.7 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Only in the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8 Entire Agreement.

This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any

Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In WITNESS WHEREOF, I have signed this agreement effective as of the day and year upon completion of signing.

Name: _____

Date: _____

Title: _____

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: October 11, 2016

SUBJECT: Budget Adjustment Motion

FROM: Colleen Corcoran, Finance Director

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to authorize the Finance Director to reallocate \$33,150 from General Ending Fund Balance to the Information Services Department Web Design & Maintenance line for design, maintenance and archival of a new website and social media accounts.

PROPOSAL: The Council is being asked to approve the above motion to authorize the Finance Director to reallocate the funds necessary for the expenditures listed above.

FISCAL IMPACT: The fiscal impact of this proposal would be an increase in expenditures with a corresponding decrease in Ending Fund Balance (EFB).

General Fund

Ending Fund Balance	(\$33,150)	001.508.80.00.01
Web Design & Maintenance	\$ 33,150	001.518.81.41.02

The contract to develop and implement the new website with SiteCrafting is \$24,750 with an additional \$5,000 for contingencies for a total of \$29,750. Any unused amounts will be rolled over to the 2017 Budget.

The contract with Pagefreezer to set up and configure the website and social media accounts for archiving is \$100. The annual service fee is \$275 per month billed annually for a one year fee of \$3,300.

ADVANTAGE: This proposal will provide necessary funds to create a new website and archive both the website and social media accounts as required by State law for archival purposes.

DISADVANTAGES: Reduction of Ending Fund Balance.

ALTERNATIVES: Not create the website and be out of compliance with State law on archiving.

HISTORY: Three vendors were contacted for archiving services. After research and demonstrations, PageFreezer Software, Inc. was determined to best meet the City's needs.

An RFQ was advertised on June 22, 2016 for design and maintenance of a new website. Two vendors responded. After research and demonstrations, SiteCrafting, Inc. was determined to best meet the City's needs.

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **October 11, 2016**

SUBJECT: **Ordinance Relating To Salaries of Non-Union Employees, Including Casual and Seasonal Employees**

FROM: **Colleen Corcoran, Finance Director**

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: **I move to adopt Ordinance No. _____, amending Section 1 of Ordinance No. 1564 and FMC 2.44.050 relating to salaries of non-union City employees and amending Section 1 of Ordinance No. 1567 and FMC 2.44.090 relating to hourly rate of pay for casual and seasonal employees.**

PROPOSAL: Council is being asked to approve and adopt the attached proposed salary ordinance for implementation January 1, 2017.

FISCAL IMPACT: The attached ordinance includes a proposed Cost Of Living Adjustment (COLA) for non-represented employees of 2% based on the Consumer Price Index All Urban Consumers (CPI-W) for the year ending June 2016 which is 2%.

HISTORY: The history of COLA adjustments for non-represented employees is as follows:

2017 – 2.0% (proposed)
2016 – 2.0%
2015 – 2.5%
2014 – 2.0%
2013 – 0.0%
2012 – 0.0%
2011 – 0.0% (4 furlough days)
2010 – 0.0%

Attachment(s): Proposed Ordinance

CITY OF FIRCREST
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AMENDING SECTION 1 OF ORDINANCE NO. 1564 AND F.M.C.
2.44.050 RELATING TO SALARIES AND BENEFITS OF NON-UNION
CITY EMPLOYEES AND AMENDING SECTION 1 OF ORDINANCE
NO. 1567 AND FMC 2.44.090 RELATING TO HOURLY RATE OF PAY
FOR CASUAL AND SEASONAL EMPLOYEES.

THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. Section 1 of Ordinance No. 1564 and F.M.C. Section 2.44.050 are hereby amended to read as follows:

"Non-Union Salaries. From and after January 1, 2017 the full-time equivalent monthly salary range of the following regular full-time, regular part-time, and temporary City positions is fixed at the following sums. No employee shall be paid an average monthly base salary, which exceeds the maximum provided hereunder.

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Landscape/Maintenance Worker	\$2,074	\$2,647
Custodian	\$2,616	\$3,338
Office Assistant	\$2,616	\$3,338
Court Clerk	\$3,267	\$4,170
Police Records Technician/CSO I	\$3,317	\$4,234
Administrative Assistant	\$3,317	\$4,234
Planning/Building Administrative Assistant	\$3,317	\$4,234
Utility Billing Clerk	\$3,364	\$4,293
Maintenance Worker I	\$3,419	\$4,365
Accountant I	\$3,481	\$4,444
Police Records Technician/CSO II	\$3,586	\$4,577
Recreation Program Coordinator	\$3,616	\$4,615
Lead Court Clerk	\$3,645	\$4,652
Maintenance Worker II	\$3,830	\$4,889
Public Works Support Services Coordinator	\$4,182	\$5,338
Permit Coordinator/Code Enforcement Officer	\$4,182	\$5,338
Accountant II	\$4,182	\$5,338
Parks Maintenance Supervisor	\$4,182	\$5,338
Senior Maintenance Supervisor	\$4,182	\$5,338
Planning/Building Administrator	\$4,837	\$6,174
Parks/Recreation Director	\$4,837	\$6,174
Court Administrator	\$4,837	\$6,174
City Clerk	\$4,952	\$6,321
Planning/Building Director	\$5,819	\$7,428
Finance Director	\$6,052	\$7,725
Public Works Director/City Engineer	\$6,230	\$7,952
Police Chief	\$7,109	\$9,072
City Manager	\$7,473	\$9,538

For payroll purposes and for the computation of hourly rates for regular employees, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand and

eighty (2,080) hours and rounded to the nearest one hundredth to determine the corresponding hourly rate of pay for entry into the bi-weekly payroll system."

Section 2. Section 1 of Ordinance No. 1567 and F.M.C. 2.44.090 are hereby amended to read as follows:

"Casual and seasonal employees. From and after January 1, 2017, the hourly rate of pay for casual or seasonal employees, unless otherwise provided, shall range between the State of Washington's minimum wage of nine dollars and fifty three cents and fifteen dollars per hour, depending on the requirements of the position and the qualifications of the individual, as determined by the City Manager."

No employee shall be paid on an hourly rate that exceeds the maximum provided hereunder.

<u>Position</u>	<u>1st Year of Employment</u>	<u>2nd Year of Employment</u>	<u>3rd Year of Employment</u>
Maintenance Worker	\$11.15	\$11.40	\$11.65
Pool Cashiers	\$11.15	\$11.40	\$11.65
Lifeguards	\$11.70	\$11.95	\$12.20
Swim Instructors	\$11.70	\$11.95	\$12.20
Recreation Leader	\$11.80	\$12.05	\$12.30
Swim Coaches	\$12.40	\$12.65	\$12.90
Pool Openers	\$13.00	\$13.25	\$13.50
Senior Bus Driver	\$15.00	\$15.00	\$15.00

Section 3. Effective Date: This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of its title.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October, 2016.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **October 11, 2016**

SUBJECT: **2017 Ad Valorem Tax Levy Ordinance**

FROM: **Colleen Corcoran, Finance Director**

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: **I move to adopt Ordinance No. _____, fixing the amount of the annual ad valorem tax levy necessary for the fiscal year 2017 and repealing Section 1 and 2 of Ordinance No. 1563.**

PROPOSAL: Council is being asked to fix the annual ad valorem tax levy necessary for the fiscal year 2017.

FISCAL IMPACT: The proposed ordinance will allow the City to levy the necessary amount to fund 2017 City operations.

Below are ad valorem taxes being proposed for 2017:

Total Assessed Valuation for Regular Levy	\$ 722,648,485
Regular Levy @ approximately \$2.1306 per thousand shall yield	\$ 1,552,290
EMS Levy @ approximately \$0.4423 per thousand shall yield	\$ 322,257
Totals approximately \$2.5729 per thousand shall yield	\$ 1,874,547

ADVANTAGE: This proposal will provide necessary funds for 2017 City operations.

DISADVANTAGES: None known.

ALTERNATIVES: None known.

HISTORY: Annually ad valorem taxes are fixed by Council through ordinance prior to the submission of the levy amounts to Pierce County to be certified.

Attachment(s): Proposed Ordinance

**CITY OF FIRCREST
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, FIXING THE AMOUNT OF THE ANNUAL AD VALOREM TAX LEVY NECESSARY FOR THE FISCAL YEAR 2017 FOR THE PURPOSE SET FORTH BELOW, AND REPEALING SECTION 1 AND SECTION 2 OF ORDINANCE NO. 1563.

THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. That the amount necessary to be raised by taxation will be yielded by a levy of approximately \$2.1306 dollars per thousand on the assessed valuation of \$722,648,485 which will yield approximately the sum of \$1,552,290. An additional levy of \$322,257 is to be raised for emergency medical care and services as approved by the voters in the 2014 August general election for a period of six years. This amount is approximately \$0.4423 per thousand on the assessed valuation of \$722,648,485. These said amounts are hereby levied upon real and personal property subject to taxation in the City of Fircrest for the purpose of raising the necessary revenue for the City for the year 2017 to wit:

Total Assessed Valuation for Regular Levy	\$722,648,485
Regular Levy @ approximately \$2.1306 per thousand shall yield	\$ 1,552,290
EMS Levy @ approximately \$0.4423 per thousand shall yield	\$322,257
Totals approximately \$2.5729 per thousand shall yield	\$ 1,874,547

Section 2. That said taxes herein provided for are levied for the purpose of raising revenue sufficient to pay the current expense and street expenditures and for carrying on the work of the different departments of municipal government of the City of Fircrest for the fiscal year beginning January 1, 2017 and ending December 31, 2017 and the same are hereby levied upon all real and personal property within the City of Fircrest subject to taxation and as shown by the assessment in the County of Pierce as finally fixed by law.

Section 3. Section 1 and Section 2 of Ordinance No. 1563 are hereby repealed as of December 31, 2016.

Section 4. This ordinance shall take effect five days after passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October 2016.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Publication Date:

Effective Date:

(Ordinance No.____)

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **October 11, 2016**

SUBJECT: **Establishment of amount and percentage increase of the 2017 Regular Property Tax Levy over 2016 Regular Property Tax Levy.**

FROM: **Colleen Corcoran, Finance Director**

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, establishing the amount and percentage increase of the 2017 regular property tax levy over the 2016 regular property tax levy.**

PROPOSAL: Council is being asked to adopt a resolution to establish the amount and percentage increase of the 2017 regular property tax levy over the 2016 regular property tax levy.

FISCAL IMPACT: The resolution will allow the City to levy property taxes to be collected in 2017.

ADVANTAGE: None known.

DISADVANTAGES: None known.

ALTERNATIVES: None known.

HISTORY: A public hearing was held on October 11, 2016 to consider revenue sources for the 2017 budget.

Attachment(s): Resolution

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, ESTABLISHING THE AMOUNT AND PERCENTAGE
INCREASE OF THE 2017 REGULAR PROPERTY TAX LEVY OVER THE
2016 REGULAR PROPERTY TAX LEVY.**

WHEREAS, the City of Fircrest attest that the district population is 6,625; and

WHEREAS, the City of Fircrest has properly given notice of the public hearing held October 11, 2016 to consider revenue sources for its budget for the calendar year 2017; and

WHEREAS, the Council of the City of Fircrest's actual levy amount from the previous year was \$1,522,709.89; and

WHEREAS, the Council of the City of Fircrest after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Fircrest requires a regular property levy in the amount of \$1,552,290.09 which includes an increase in property tax revenue of 1% from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the district and in its best interest; Now, Therefore,

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

Section 1: That an increase in the regular property tax levy is hereby authorized for the 2017 levy in the amount of \$13,614.43 which is a percentage increase of 0.89409% from the previous year.

Section 2: This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 11th day of October, 2016.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **October 11, 2016**

SUBJECT: **Establishment of amount and percentage increase of the 2017 EMS
Property Tax Levy over 2016 EMS Property Tax Levy.**

FROM: **Colleen Corcoran, Finance Director**

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, establishing the
amount and percentage increase of the 2017 EMS property tax levy over the 2016 EMS
property tax levy.**

PROPOSAL: Council is being asked to adopt a resolution to establish the amount and percentage increase of the 2017 EMS property tax levy over the 2016 EMS property tax levy.

FISCAL IMPACT: The resolution will allow the City to levy EMS property taxes to be collected in 2017.

ADVANTAGE: None known.

DISADVANTAGES: None known.

ALTERNATIVES: None known.

HISTORY: A vote of the people held on August 5, 2014 authorized an EMS property tax levy rate of \$.50 per \$1,000 of assessed valuation for six consecutive years beginning in 2015. This is the third year of the levy. A public hearing was held on October 11, 2016 to consider revenue sources for the 2017 budget.

Attachment(s): Resolution

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, ESTABLISHING THE AMOUNT AND PERCENTAGE OF
THE 2017 REGULAR EMS TAX LEVY AS AUTHORIZED BY VOTER
APPROVAL ON AUGUST 5, 2014.**

WHEREAS, the City of Fircrest attest that the district population is 6,555; and

WHEREAS, the City of Fircrest has properly given notice of the public hearing held October 11, 2016 to consider revenue sources for its budget for the calendar year 2017; and

WHEREAS, the Council of the City of Fircrest's actual levy amount from the previous year was \$316,116.15; and

WHEREAS, the Council of the City of Fircrest after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Fircrest requires a regular EMS levy in the amount of \$318,952.78 which includes an increase in property tax revenue of .897% from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the district and in its best interest; Now, Therefore,

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

Section 1: That an increase in the regular EMS tax levy is hereby authorized for the 2017 levy in the amount of \$2,836.63 which is a percentage increase of .897% from the previous year.

Section 2: This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 11th day of October 2016.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **October 11, 2016**

SUBJECT: **2017 Levy Certifications**

FROM: **Colleen Corcoran, Finance Director**

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: **I move to authorize the City Manager sign the 2017 regular property tax and regular EMS levy certification forms.**

PROPOSAL: The Council is being asked to review and approve the 2017 levy certification forms.

FISCAL IMPACT: We are certifying the following regular levy amounts.

Total Assessed Valuation for Regular Levy	\$ 722,648,485
Regular Levy @ approximately \$2.1306 per thousand shall yield	\$ 1,552,290
EMS Levy @ approximately \$0.4423 per thousand shall yield	\$ 322,257
Totals approximately \$2.5729 per thousand shall yield	\$ 1,874,547

ADVANTAGE: None known.

DISADVANTAGES: None known.

ALTERNATIVES: None known.

HISTORY: Each taxing district is required to file certification with the County Assessor's Office by November 30. Without the certification the taxing district is limited to the prior year levy amount as it lacks authority to impose additional property tax.

Attachment(s): 2017 Levy Certification Forms



Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, RICK ROSENBLADT,
(Name)

CITY MANAGER, for CITY OF FIRCREST, do hereby certify to
(Title) (District Name)

the PIERCE County legislative authority that the COUNCIL
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2017 as provided in the district's
(Year of Collection)

budget, which was adopted at a public hearing held on 10/11/2016 :
(Date of Public Hearing)

Regular Property Levy: \$1,539,735.45
(State the **total** dollar amount to be levied)

Refund Levy: \$12,554.64
(State the **total** dollar amount to be levied)

Signature: _____
CITY MANAGER

Date: 10/11/2016

For tax assistance, visit <http://dor.wa.gov> or call 1-800-647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.



Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, RICK ROSENBLADT,
(Name)

CITY MANAGER, for CITY OF FIRCREST, do hereby certify to
(Title) (District Name)

the PIERCE County legislative authority that the COUNCIL
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2017 as provided in the district's
(Year of Collection)

budget, which was adopted at a public hearing held on 10/11/2016 :
(Date of Public Hearing)

Regular EMS Levy: \$322,257.03
(State the **total** dollar amount to be levied)

Excess Levy: \$0.00
(State the **total** dollar amount to be levied)

Signature: _____
CITY MANAGER

Date: 10/11/2016

For tax assistance, visit <http://dor.wa.gov> or call 1-800-647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: October 11, 2016
SUBJECT: Ordinance Reestablishing the Municipal Court Judge, Chief Examiner and Information Services Manager Rate of Pay
FROM: Colleen Corcoran, Finance Director
Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to adopt Ordinance No. _____ amending Section 1 of Ordinance No. 1565 and FMC 2.44.070 reestablishing the Municipal Court Judge monthly rate of pay, the Civil Service Chief Examiner rate of pay and the Information Services Manager rate of pay.

PROPOSAL: Council is being asked to adopt an ordinance that increases the Municipal Court Judge rate of pay from \$2,843 to \$2,900 per month, and increases the Civil Service Chief Examiner rate of pay from \$194 to \$198 per month and increases the Information Services Manager rate of pay from \$37.12 to \$37.86 per hour, effective January 1, 2017.

FISCAL IMPACT: This proposal is a \$57 per month increase for the Municipal Court Judge. The monthly increase for the Chief Examiner is an additional \$4. The hourly increase of the Information Services Manager is \$0.74.

ADVANTAGES: This proposal provides for a 2% COLA which is in line with the cost of living raises received by other non-represented employees.

DISADVANTAGES: None (other than the cost which has been included in the 2017 Preliminary Budget).

ALTERNATIVES: Not provide a cost of living adjustment.

HISTORY: The positions were increased as follows:

- 2006-2.3%
- 2007-4.6%
- 2008-3.3%
- 2009-4.96%
- 2014-2%
- 2015-2.5%
- 2016-2%

A 2% increase is requested for the Municipal Court Judge, Civil Service Chief Examiner and the Information Services Manager.

Attachment(s): Proposed ordinance

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AMENDING SECTION 1 OF ORDINANCE
1565 AND FMC 2.44.070 REESTABLISHING THE MUNICIPAL COURT
JUDGE MONTHLY RATE OF PAY, THE INFORMATION SERVICES
MANAGER RATE OF PAY AND THE CIVIL SERVICE CHIEF
EXAMINER/ SECRETARY RATE OF PAY**

THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. Section 1 of Ordinance No. 1565 and FMC 2.44.070 are hereby amended to read as follows:

2.44.070 Monthly Pay From and after January 1, 2017, the monthly rate of pay of the following positions is fixed at not to exceed the following sums:

Municipal Court Judge	\$2,900
Civil Service Chief Examiner	\$ 198

From and after January 1, 2016, the hourly rate of pay of the following position is fixed at not to exceed the following sum:

Information Services Manager	\$37.86
------------------------------	---------

Section 2. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of its title.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October, 2016

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: October 11, 2016

SUBJECT: Resolution authorizing execution of an agreement with BIAS Software to provide software support for BIAS Software applications for the year 2017.

FROM: Colleen Corcoran, Finance Director

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute an agreement with BIAS Software to provide software support for BIAS software applications for the year 2017.

PROPOSAL: Council is being asked to authorize entering into a professional services agreement with BIAS Software to provide software support for BIAS software applications for the year 2017.

FISCAL IMPACT: Funds are included in the 2017 Budget for maintenance support. The cost from BIAS Software is \$8,816.93 for the year. This is an increase of \$391.32 from the 2016 agreement.

ADVANTAGES: This agreement will allow for support services and updates necessary to operate the software applications.

DISADVANTAGES: None.

ALTERNATIVES: Do not have maintenance support.

HISTORY: BIAS Software was installed in 2011 and implemented January 1, 2012. A service agreement was purchased for the year of 2012, 2013, 2014, 2015 and 2016.

Attachment(s): Resolution
City of Fircrest Professional Services Agreement
2017 Software Service 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 BIAS
SOFTWARE TO PROVIDE SOFTWARE SUPPORT FOR BIAS
SOFTWARE APPLICATIONS FOR THE YEAR 2017.**

WHEREAS, the City of Fircrest has need of specialized services; and

WHEREAS, BIAS Software has the required experience and expertise to provide such 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 BIAS Software to provide software support for BIAS software applications for the time period of January 1, 2017 through December 31, 2017.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 11th day of October, 2016.

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

City of Fircrest
115 Ramsdell St.
Fircrest, Washington 98466



Order form for: **City of Fircrest**

Prepared on: **September 29, 2016**

Account Contact: Colleen Corcoran

2017 Annual Service Fee: \$8,816.93

ORDER FORM

ORDER PREPARED FOR:

Company: **City of Fircrest**
Contact: **Colleen Corcoran**
Address: **115 Ramsdell St.**
Fircrest, Washington 98466
Phone: **(253) 564-8901**
Email: ccorcoran@cityoffircrest.net

ORDER PREPARED BY:

Company: **BIAS Software**
Contact: **Sue Cronk**
Address: **327 E. Pacific**
Spokane, WA 99202
Phone: **(509) 443-3332**
Email: sue@biassoftware.com

ORDER DETAILS

ORDER DETAILS			
PRODUCT	DESCRIPTION	QTY.	SUB-TOTAL
Annual Support	Financial	1	\$1,552.50
Annual Support	Payroll	1	\$1,653.75
Annual Support	Cash Receipting	1	\$1,440.00
Annual Support	Utilities	1	\$2,070.00
Annual Support	Permitting	1	\$1,395.00
Total IT Services:		No Service	\$0.00
Total Cloud Licenses:			\$0.00
		Other Fees:	
SIGN & RETURN BY 11.30.16		Discounts:	
		Tax:	\$705.68
Remarks:		Grand Total (Tax Included)	\$8,816.93

ENHANCEMENTS

Online Payments, Utility Interface,

CONTRACT SUMMARY

Contract Period: January 1st – December 31st, 2017

Licensed Services:

Financial | Payroll | Utilities | Cash Receipting | Permitting

IT Services:

No Service

Support Remarks:

Enhancements:

Online Payments, Utility Interface,

Annual Support (Includes Tax) - \$8,816.93

PAYMENT

Annual Support Fee is due on the contract year by January 31st. Invoice will be generated upon receiving signed Order Form.

REMARKS

Upon signature by Customer and submission to BIAS, this Order Form shall become legally binding and governed by the Master Subscription Agreement v.6.10.16 between BIAS and Customer unless otherwise agreed by BIAS and Customer.

During the Contract Term and for one year thereafter, Customer shall not disclose the pricing or terms hereunder to any third party (unless required by law) without BIAS prior written consent.

<p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Signature:</p>
--	--------------------------

PLEASE SIGN DIGITALLY OR PRINT AND FAX TO 888.228.0030 OR EMAIL TO SUE@BIASSOFTWARE.COM