

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, NOVEMBER 10, 2020  
7:00 P.M.**

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

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- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
  - A. Pool and Community Center Project
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

(Please email the City Clerk if you would like to make a public comment or speak at the appropriate time)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Administration
  - B. Environmental, Planning, and Building
  - C. Finance, IT, Facilities
  - D. Other Liaison Reports
- 10. CONSENT CALENDAR**
  - A. Approval of [vouchers/payroll checks](#)
  - B. Setting a Public hearing to receive comments on the 2020 comprehensive plan amendments, Title 22 Land Development Code amendments, including the adoption of a form-based code.
  - C. Approval of Minutes: [October 19, 2020, Study Session](#)
- 11. PUBLIC HEARING 7:15 P.M.**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Ordinance: Adopting the Annual Budget for Fiscal Year 2021](#)
  - B. [Resolution: Department of Commerce Grant Contract](#)
  - C. [Resolution: Steilacoom Holiday Sleigh Hold Harmless Agreement](#)
  - D. [Ordinance: Title 12, Building and Construction, adopting 2018 Code by reference](#)
  - E. [Resolution: Jeff Boers and Associates Contract Amendment](#)
  - F. [Resolution: Law Offices of Susan Elizabeth Drummond, PLLC Contract Amendment](#)
  - G. [Resolution: NW GIS Consulting, LLC Contract Amendment](#)
  - H. [Resolution: Olbrechts & Associates, PLLC Contract Amendment](#)
  - I. [Resolution: Sound Inspection LLC Contract Amendment](#)
  - J. [Resolution: Summit Law Contract Amendment](#)
  - K. [Resolution: Dude Solutions Asset Management Agreement](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 11/09/2020

Time: 16:08:43 Date: 11/05/2020  
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
<b>23227</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9435</b>	<b>Buffy's Pet Grooming</b>	<b>1,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	1,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23262</b>	<b>11/04/2020</b>	<b>11/09/2020</b>	<b>9448</b>	<b>Carrie Swafford</b>	<b>1,000.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	1,000.00	Rental Assistance Grant (COVID-19 Expense)
<b>23230</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>7727</b>	<b>Christopher Govella</b>	<b>1,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	1,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23220</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>3625</b>	<b>Espress O Yourself</b>	<b>9,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	9,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23215</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>3631</b>	<b>Fashion Fittings</b>	<b>9,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	9,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23226</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9434</b>	<b>Fircrest Children's Dentistry</b>	<b>2,500.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	2,500.00	Business Assistance Grant (COVID-19 Expense)
<b>23261</b>	<b>11/04/2020</b>	<b>11/09/2020</b>	<b>9449</b>	<b>Fircrest Regents Apts LLC</b>	<b>765.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	765.00	Rental Assistance Grant (COVID-19 Expense)
<b>23237</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>2281</b>	<b>Forsberg, Douglas W.</b>	<b>500.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	500.00	Rental Assistance Grant (COVID-19 Expense)
<b>23228</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9436</b>	<b>Fraser Robinson Speir</b>	<b>1,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	1,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23229</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9437</b>	<b>Law Office of Reed Speir</b>	<b>1,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	1,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23232</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9439</b>	<b>MP Deep Clean Services</b>	<b>1,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	1,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23222</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9431</b>	<b>Megan Mack Stylist LLC</b>	<b>9,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	9,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23238</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9443</b>	<b>Miller, Sarah</b>	<b>1,000.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	1,000.00	Rental Assistance Grant (COVID-19 Expense)

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Page: 2

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<b>23243</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9446</b>	<b>NRB Property Management, LLC</b>	<b>1,000.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	1,000.00 Rental Assistance Grant (COVID-19 Expense)
<b>23224</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>5275</b>	<b>Nelson &amp; Company, PS</b>	<b>2,500.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	2,500.00 Business Assistance Grant (COVID-19 Expense)
<b>23212</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9423</b>	<b>Pint Defiance</b>	<b>9,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	9,000.00 Business Assistance Grant (COVID-19 Expense)
<b>23234</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9440</b>	<b>Quarles, John W.</b>	<b>1,000.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	1,000.00 Rental Assistance Grant (COVID-19 Expense)
<b>23241</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9440</b>	<b>Quarles, John W.</b>	<b>325.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	325.00 Rental Assistance Grant (COVID-19 Expense)
<b>23242</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9440</b>	<b>Quarles, John W.</b>	<b>360.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	360.00 Rental Assistance Grant (COVID-19 Expense)
			Total Quarles, John W.	1,685.00	
<b>23236</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>5943</b>	<b>Rainier Court Townhomes</b>	<b>1,000.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	1,000.00 Rental Assistance Grant (COVID-19 Expense)
<b>23217</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9427</b>	<b>Reflection Salon LLC</b>	<b>9,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	9,000.00 Business Assistance Grant (COVID-19 Expense)
<b>23231</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9438</b>	<b>Rise Productions, LLC</b>	<b>1,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	1,000.00 Business Assistance Grant (COVID-19 Expense)
<b>23221</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>8784</b>	<b>Salon Miho</b>	<b>9,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	9,000.00 Business Assistance Grant (COVID-19 Expense)
<b>23213</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>6481</b>	<b>Salon Mosaic, LLC</b>	<b>9,000.00 Business Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	9,000.00 Business Assistance Grant (COVID-19 Expense)
<b>23239</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9444</b>	<b>Shaner, David</b>	<b>1,000.00 Rental Assistance Grant (COVID-19 Expense)</b>
	518 63 40 00	General Grants, Financial A	001 000 518	General Fund	1,000.00 Rental Assistance Grant (COVID-19 Expense)
<b>23218</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9379</b>	<b>Stang Entertainment, LLC</b>	<b>9,000.00 Business Assistance Grant (COVID-19 Expense)</b>

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Time: 16:08:43 Date: 11/05/2020  
Page: 3

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518 63 40 00	General Grants, Financial A		001 000 518 General Fund	9,000.00	Business Assistance Grant (COVID-19 Expense)
<b>23240</b>	<b>11/03/2020</b>	<b>11/09/2020</b>	<b>9445 Wellington Apartments LLC</b>	<b>1,000.00</b>	<b>Rental Assistance Grant (COVID-19 Expense)</b>
518 63 40 00	General Grants, Financial A		001 000 518 General Fund	1,000.00	Rental Assistance Grant (COVID-19 Expense)

Report Total: 91,950.00

Fund	
001 General Fund	91,950.00

This report has been reviewed by:

REMARKS:

Signature & Title	Date
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As Of: 11/10/2020

Time: 12:54:16 Date: 11/05/2020  
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
<b>23214</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>8984</b>		
			<b>Chen, Tingfu</b>	<b>249.13</b>	<b>06-01420.1 - 1410 WOODSIDE DR</b>
	343 10 00 00		Storm Drain Fees & Charge	415 000 340	Storm Drain -55.49
	343 40 00 00		Sale Of Water	425 000 340	Water Fund (de) -59.51
	343 50 00 00		Sewer Revenues	430 000 340	Sewer Fund (de) -134.13
<b>23158</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>4313</b>		
			<b>Chuckals Inc</b>	<b>68.39</b>	<b>Public Works Supplies</b>
	535 10 31 00		Office Supplies - Swr Adm	430 000 535	Sewer Fund (de) 68.39 Public Works Supplies
<b>23164</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>4313</b>		
			<b>Chuckals Inc</b>	<b>14.62</b>	<b>Central Supplies</b>
	518 10 34 01		Central Office Supplies	001 000 518	General Fund 14.62 Central Supplies
<b>23201</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>4313</b>		
			<b>Chuckals Inc</b>	<b>30.16</b>	<b>Central Supplies</b>
	518 10 34 01		Central Office Supplies	001 000 518	General Fund 30.16 Central Supplies
			<b>Total Chuckals Inc</b>	<b>113.17</b>	
<b>23259</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>4322</b>		
			<b>City of Tacoma Washington</b>	<b>8,672.97</b>	<b>Power - Various Locations October 2020</b>
	518 30 47 00		Public Utility Services - Ci	001 000 518	General Fund 699.04 Time/Temp, CH 10/2020
	531 50 47 02		Public Utility Services/Bldg	415 000 531	Storm Drain 96.59 PW 10/2020
	534 10 47 00		Utility Services/Building -	425 000 534	Water Fund (de) 96.59 PW 10/2020
	534 80 47 01		Utility Services/Pumping	425 000 534	Water Fund (de) 5,004.04 Surface Water, Hi/Low Tank, Well #4, 6, 7, 8 & 9, GC Tank, Weathervane 10/2020
	535 10 47 00		Utility Services/Building -	430 000 535	Sewer Fund (de) 96.59 PW 10/2020
	535 80 47 01		Utility Services/Pumping	430 000 535	Sewer Fund (de) 1,721.32 Pump #, 1, Drake St L/S, Estate Pl L/S, Commons L/S, Alameda L/S 10/2020
	542 30 47 02		Electricity & Gas/Bldg - St	101 000 542	City Street Fund 96.58 PW 10/2020
	542 30 47 03		Electricity/Traffic Lights	101 000 542	City Street Fund 87.44 40th/Alameda, 400 Alameda, 300 & 600 Regents 10/2020
	542 63 47 00		Electricity/Street Lights	101 000 542	City Street Fund 12.07 5200 Emerson 10/2020
	548 65 47 00		Utilities ShopGarage	501 000 548	Equipment Ren 51.68 F&E Garage 10/2020
	576 80 47 00		Public Utility Services - Pa	001 000 576	General Fund 711.03 Rec Center (Old & New) 10/2020 FINAL BILL, Pavilion, Garage, Tot Lot, Whittier Lights & Irrig 10/2020
<b>23209</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>3555</b>		
			<b>Code Publishing Co</b>	<b>352.98</b>	<b>Municipal Code Update October 2020</b>
	511 60 49 03		Codification Costs	001 000 511	General Fund 352.98 Ordinances 1656-1661
<b>23207</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>8542</b>		
			<b>Consolidated Supply Co.</b>	<b>2,472.75</b>	<b>12" Meter Setters (15)</b>
	534 50 31 01		Oper Supplies - Water Mai	425 000 534	Water Fund (de) 2,472.75 12" Meter Setters (15)
<b>23117</b>	<b>10/20/2020</b>	<b>11/10/2020</b>	<b>3573</b>		
			<b>Copiers Northwest Inc</b>	<b>63.85</b>	<b>Copier Usage 9/14/20 To 10/13/20 Police</b>

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As Of: 11/10/2020

Time: 12:54:16 Date: 11/05/2020  
Page: 2

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521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	63.85	Copier Usage 9/14/20 To 10/13/20 Police
<b>23205</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>3573 Copiers Northwest Inc</b>	<b>113.33</b>	<b>Printer Usage October 2020 - Police</b>
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	113.33	Printer Usage 10/2020 - Police
			Total Copiers Northwest Inc	177.18	
<b>23255</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>3589 Databar Inc</b>	<b>2,147.15</b>	<b>October 2020 Statement Production And Postage</b>
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	72.24	TT Insert & Postage 10/2020
531 50 42 01	Postage - Storm		415 000 531 Storm Drain	263.83	UB Postage 10/2020
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	427.80	UB Statements 10/2020
534 10 42 01	Postage - Water		425 000 534 Water Fund (de	263.84	UB Postage 10/2020
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (de	427.80	UB Statements 10/2020
535 10 42 02	Postage - Sewer		430 000 535 Sewer Fund (de	263.83	UB Postage 10/2020
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (de	427.81	UB Statements 10/2020
<b>23171</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>8004 Davis, Stephanie</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23167</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>9254 Doyle Printing Company</b>	<b>184.63</b>	<b>Business Cards - J. Schmidtke, V. Celis, C. Roberts, J. Johnson</b>
518 10 34 02	Central Office Printing		001 000 518 General Fund	184.63	Business Cards - J. Schmidtke, V. Celis, C. Roberts, J. Johnson
<b>23216</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>6834 Fausset, Gary</b>	<b>381.00</b>	<b>04-00610.0 - 414 RAMSDELL ST</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-90.80	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-87.65	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-202.55	
<b>23254</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>8308 Fence Doctor LLC</b>	<b>164.85</b>	<b>Fence Repair - Public Works</b>
518 30 48 03	Rep & Maint - PW		001 000 518 General Fund	164.85	Fence Repair - PW
<b>23178</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>3636 Ferguson Waterworks, #3011</b>	<b>21.50</b>	<b>Booster Pump Gaskets</b>
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	21.50	Booster Pump Gaskets
<b>23249</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>1192 Fiala*, Miles</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23173</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>3638 Fircrest Golf Club</b>	<b>1,307.10</b>	<b>Golf Tank Land Rental November 2020</b>
534 10 45 01	Land Rental/Water Tank		425 000 534 Water Fund (de	1,307.10	Golf Tank Land Rental 11/2020

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Time: 12:54:16 Date: 11/05/2020  
Page: 3

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<b>23266</b>	<b>11/04/2020</b>	<b>11/10/2020</b>	<b>9338</b>		
			<b>Fuelman Fleet Program</b>	<b>886.62</b>	<b>Gas / Fuel October 2020</b>
548 65 31 05	Non-Dept Gas		501 000 548 Equipment Ren	-430.72	Credit For Late Fee And Interest 10/8/20
548 65 31 06	Facilities Gas		501 000 548 Equipment Ren	35.21	Facilities 10/2020
548 65 31 08	Police Gas		501 000 548 Equipment Ren	705.24	Police 10/2020
548 65 31 12	Street Gas		501 000 548 Equipment Ren	294.31	Street 10/2020
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	282.58	W / S 10/2020
<b>23256</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>6325</b>		
			<b>GeoEngineers Inc</b>	<b>1,211.50</b>	<b>P#60 Pool And Bathhouse Construction Prof. Services 7/18/20 To 10/16/20</b>
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	1,211.50	P#60 Pool And Bathhouse Construction Prof. Services 7/18/20 To 10/16/20
<b>22986</b>	<b>09/30/2020</b>	<b>11/10/2020</b>	<b>7528</b>		
			<b>Gollinger, Kevin</b>	<b>300.00</b>	<b>#60942D Paint Repair</b>
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	300.00	#60942D Paint Repair
<b>23160</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>6774</b>		
			<b>Greenleaf Landscaping 1 Inc</b>	<b>4,326.49</b>	<b>Monthly Landscape Service October 2020</b>
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,201.60	Monthly Landscape Service 10/2020
542 80 49 03	Beautification Services (co		101 000 542 City Street Fun	1,124.89	Monthly Landscape Service 10/2020
<b>23156</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>1540</b>		
			<b>Haire, Sandra</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23199</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>8366</b>		
			<b>Hillstrom, Suzanne</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23223</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>9292</b>		
			<b>Hoffert, Joseph</b>	<b>176.69</b>	<b>02-02130.0 - 105 COLUMBIA AVE</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-66.36	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	27.50	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-137.83	
<b>23161</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>3692</b>		
			<b>Home Depot Credit Services</b>	<b>97.32</b>	<b>Fluorescent Lights (30) - City Hall</b>
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	97.32	Fluorescent Lights (30) - City Hall
<b>23165</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>3692</b>		
			<b>Home Depot Credit Services</b>	<b>21.03</b>	<b>Parts For Speed Limit Signs</b>
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	21.03	Parts For Speed Limit Signs
<b>23166</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>3692</b>		
			<b>Home Depot Credit Services</b>	<b>31.27</b>	<b>Replacement Light Ballasts - Public Works</b>
518 30 31 03	Oper Sup/PWF		001 000 518 General Fund	31.27	Replacement Light Ballasts - PW

# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 11/10/2020

Time: 12:54:16 Date: 11/05/2020  
Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total Home Depot Credit Services	149.62	
<b>23248</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>3736 Judson, Pamela</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23198</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>9420 Lau, Lisa</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23194</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>5079 Les Schwab Tires</b>	<b>1,776.45</b>	<b>#38454D Replaced All Tires</b>
	548 65 48 12	O & M - Street	501 000 548 Equipment Ren	1,776.45	#38454D Replaced All Tires
<b>23253</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>8404 Linda Kaye Briggs</b>	<b>4,196.95</b>	<b>P#55 Capital Campaign October 2020 (25.75 Hrs)</b>
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	4,196.95	P#55 Capital Campaign 10/2020 (25.75 Hrs)
<b>23197</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>2020 Manley, Terence</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23247</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>6877 McColm, Susan</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23273</b>	<b>11/05/2020</b>	<b>11/10/2020</b>	<b>9415 Miles Resources LLC</b>	<b>15,086.97</b>	<b>P#62 Alameda Grind &amp; Overlay Pay Estimate #1 Retainage (Contractor Had Retainage Bond)</b>
	595 32 63 01	Street Improvements	101 000 542 City Street Fun	15,086.97	P#62 Alameda Grind & Overlay Pay Estimate #1 Retainage (Contractor Had Retainage Bond)
<b>23163</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>8664 Mosley, Amber</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23257</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>3872 NC Machinery Co</b>	<b>22,388.88</b>	<b>2002 Backhoe Quick Attach Forks Installation And Equipment</b>
	548 65 48 12	O & M - Street	501 000 548 Equipment Ren	3,224.48	2002 Backhoe Quick Attach Forks Installation And Equipment
	548 65 48 14	O & M - Wtr/Swr	501 000 548 Equipment Ren	15,743.03	2002 Backhoe Quick Attach Forks Installation And Equipment
	594 48 64 12	Street - ERR Capital	501 000 548 Equipment Ren	855.34	2002 Backhoe Quick Attach Forks Installation And Equipment
	594 48 64 13	Storm - ERR Capital	501 000 548 Equipment Ren	855.35	2002 Backhoe Quick Attach Forks Installation And Equipment
	594 48 64 14	Water/Sewer - ERR Capita	501 000 548 Equipment Ren	1,710.68	2002 Backhoe Quick Attach Forks Installation And Equipment



# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 11/10/2020

Time: 12:54:16 Date: 11/05/2020  
Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
<b>23211</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>9327</b>		
			<b>National Center for State Courts</b>	<b>295.00</b>	<b>Managing Human Resources Course Fee - K. Perry</b>
	512 50 49 01	Reg & Tuition - Court	001 000 512 General Fund	295.00	Managing Human Resources Course Fee - K. Perry
<b>23162</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>5215</b>		
			<b>Nelson, John D.</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>23235</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>8656</b>		
			<b>O'Donnell, Andrew</b>	<b>73.53</b>	<b>01-00140.6 - 141 HARVARD AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-20.83	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-18.17	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-34.53	
<b>23202</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>3957</b>		
			<b>PC Budget &amp; Finance</b>	<b>675.17</b>	<b>September 2020 Jail Services</b>
	523 60 40 01	Jail	001 000 523 General Fund	675.17	09/2020 Jail Services
<b>23159</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>8626</b>		
			<b>Pacific Office Automation Inc</b>	<b>128.07</b>	<b>November 2020 Postage Meter Rental</b>
	518 10 42 01	Postage - Non-Dept	001 000 518 General Fund	128.07	11/2020 Postage Meter Rental
<b>23176</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>7401</b>		
			<b>PageFreezer Software Inc</b>	<b>3,300.00</b>	<b>Pagefreezer Website And Social Bundle (10/14/20 - 10/13/21)</b>
	518 81 41 02	Web Design & Maintenanc	001 000 518 General Fund	3,300.00	Pagefreezer Website And Social Bundle (10/14/20 - 10/13/21)
<b>23170</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>4680</b>		
			<b>Parametrix Engineering</b>	<b>14,210.00</b>	<b>P#60 Pool And Bathhouse &amp; P#64 Community Center Prof. Services Through 8/29/20</b>
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	11,022.50	P#60 Pool And Bathhouse Prof. Services Through 8/29/20
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	3,187.50	P#64 Pool And Bathhouse Prof. Services Through 8/29/20
<b>23225</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>8592</b>		
			<b>Peters, Carly</b>	<b>21.82</b>	<b>03-00180.1 - 327 REGENTS BLVD</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-4.86	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-5.21	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-11.75	
<b>23244</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>3955</b>		
			<b>Petrocard Systems Inc</b>	<b>228.61</b>	<b>Gas / Fuel October 2020</b>
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	43.03	Street 10/2020
	548 65 31 13	Storm Gas	501 000 548 Equipment Ren	64.97	Storm 10/2020
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	120.61	W / S 10/2020
<b>23251</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>7315</b>		
			<b>Pizzano, Christine</b>	<b>29.50</b>	<b>Library Reimbursement 1/2 Year</b>

# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 11/10/2020

Time: 12:54:16 Date: 11/05/2020  
Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
572 21 49 00	Library Services		001 000 572 General Fund	29.50	Library Reimbursement 1/2 Year
<b>23155</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>9419</b>	<b>1,092.00</b>	<b>Praetorian Digital</b> <b>PoliceOne Academy Online Training Access</b> <b>(11/1/20 - 11/30/21) And Set-up Fee For Officer's</b> <b>Continuing Education</b>
521 22 49 02	Reg & Tuition - Police		001 000 521 General Fund	1,092.00	PoliceOne Academy Online Training Access (11/1/20 - 11/30/21) And Set-up Fee For Officer's Continuing Education
<b>23168</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>3986</b>	<b>45.37</b>	<b>Puget Sound Energy, BOT-01H</b> <b>Natural Gas - Rec Center October 2020</b>
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	45.37	Natural Gas - REC 10/2020
<b>23250</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>3986</b>	<b>849.10</b>	<b>Puget Sound Energy, BOT-01H</b> <b>Natural Gas - Pool / Bathhouse October 2020</b>
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	849.10	Natural Gas - POOL 11/2020
			Total Puget Sound Energy, BOT-01H	894.47	
<b>23245</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>5710</b>	<b>106.95</b>	<b>Rainier Connect, Mashell Telecom</b> <b>Internet Access Fee November 2020</b>
518 81 42 00	Communication - I/S		001 000 518 General Fund	106.95	Internet Access Fee 11/2020
<b>23264</b>	<b>11/04/2020</b>	<b>11/10/2020</b>	<b>5710</b>	<b>433.73</b>	<b>Rainier Connect, Mashell Telecom</b> <b>P#60 Pool And Bathhouse Internet Set-Up And</b> <b>Monthly Access Fee September - October 2020</b>
518 81 42 00	Communication - I/S		001 000 518 General Fund	298.78	Pool/Bathhouse Internet Access Fee September - October 2020
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	134.95	P#60 Pool And Bathhouse Internet Set-Up
			Total Rainier Connect, Mashell Telecom	540.68	
<b>23177</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>4004</b>	<b>2,000.00</b>	<b>Reserve Account</b> <b>#15690704 Meter Refill November 2020</b>
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	2,000.00	#15690704 Meter Refill 11/2020
<b>23157</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>8893</b>	<b>652.26</b>	<b>Right Systems INC</b> <b>Ethernet Cables To Update System - City Hall,</b> <b>Court, Bathhouse, Public Works</b>
594 18 64 00	Machinery & Equipment - ]		001 000 518 General Fund	652.26	Ethernet Cables To Update System - CH, Ct, Rec, PW
<b>23208</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>8893</b>	<b>7,033.60</b>	<b>Right Systems INC</b> <b>P#60 Pool And Bathhouse Computer Networking</b> <b>Installation</b>
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	7,033.60	P#60 Pool And Bathhouse Computer Networking Installation

# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 11/10/2020

Time: 12:54:16 Date: 11/05/2020  
Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
			Total Right Systems INC	7,685.86		
<b>23233</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>6610</b>	<b>Rowland, Benjamin</b>	<b>218.86</b>	<b>07-00028.1 - 1415 CHERRY AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-48.75	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-52.27	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-117.84	
<b>23204</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>25.53</b>	<b>Janitorial Supplies - Public Works</b>
	518 30 31 03	Oper Sup/PWF	001 000 518	General Fund	25.53	Janitorial Supplies - PW
<b>23203</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>6088</b>	<b>Sentinel Pest Control Inc</b>	<b>192.33</b>	<b>Pest Control - Public Works November 2020</b>
	531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	48.08	Pest Control - PW 11/2020
	534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	48.08	Pest Control - PW 11/2020
	535 50 48 00	Rep & Maint - Sewer Main	430 000 535	Sewer Fund (de	48.08	Pest Control - PW 11/2020
	542 30 48 01	Rep & Maint - Street Maint	101 000 542	City Street Fun	48.09	Pest Control - PW 11/2020
<b>23196</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>4065</b>	<b>Smith, Alling, P.S.</b>	<b>150.00</b>	<b>Judge Pro Tempore 10/28/20 (3 Hrs)</b>
	512 50 41 02	Prof Srvs - Pro Temp Judge	001 000 512	General Fund	150.00	Judge Pro Tempore 10/28/20 (3 Hrs)
<b>23252</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>4690</b>	<b>Sound Inspections</b>	<b>8,089.28</b>	<b>Inspections, Mileage And Calls October 2020</b>
	524 20 41 01	Bldg Inspec/Plan Review	001 000 524	General Fund	8,089.28	Inspections, Mileage And Calls 10/2020
<b>23174</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>4084</b>	<b>Staples Business Advantage</b>	<b>107.33</b>	<b>Court Supplies</b>
	512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	107.33	Court Supplies
<b>23175</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>4084</b>	<b>Staples Business Advantage</b>	<b>35.17</b>	<b>Court Supplies</b>
	512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	35.17	Court Supplies
			Total Staples Business Advantage	142.50		
<b>23169</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>4107</b>	<b>Summit Law Group</b>	<b>655.50</b>	<b>Legal Consulting For Police Guild September 2020</b>
	521 22 41 00	Prof. Services/Consulting	001 000 521	General Fund	655.50	Legal Consulting For Police Guild 09/2020
<b>23246</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>4120</b>	<b>Tacoma Daily Index</b>	<b>271.55</b>	<b>October 2020 Publications</b>
	511 60 41 01	Advertising - Legislative	001 000 511	General Fund	271.55	Public Hearing 2021 Budget X 3, Ord. 1659-1661 Passed
<b>23179</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>4121</b>	<b>Tacoma Diesel &amp; Equip Inc</b>	<b>6,262.41</b>	<b>Annual Service For All Generators</b>

# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 11/10/2020

Time: 12:54:16 Date: 11/05/2020  
Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
518 30 48 03	Rep & Maint - PW		001 000 518 General Fund	803.11	Katolight S/N 644381-68975	
518 30 48 04	Rep & Maint - PSB		001 000 518 General Fund	714.35	Cummins S/N J080216943	
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	939.65	#2 Kohler S/N 0757666	
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	431.37	#5 Olympian S/N OLY00000LPS0150 Service Call	
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	714.35	#5 Olympian S/N OLY00000LPS0150	
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	604.45	#3 Onan S/N J120396315	
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	714.35	#6 Katolight S/N 647475-84422-1002	
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	714.35	#4 Onan S/N G090017863	
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	626.43	Kohler S/N SGM32NVBV (NEW)	
<b>23267</b>	<b>11/04/2020</b>	<b>11/10/2020</b>	<b>4130</b>	<b>Tacoma P C Health Dept</b>	<b>730.00</b>	<b>P#60 Pool And Bathhouse Re-submittal And Inspection For Main Pool &amp; Wading Pool</b>
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	730.00	P#60 Pool And Bathhouse Re-submittal And Inspection For Main Pool & Wading Pool	
<b>23154</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>9003</b>	<b>U.S. Bank St. Paul</b>	<b>369,925.00</b>	<b>Bond Payment (Principal &amp; Interest Through 11/30/20) FIRUTGO19</b>
591 75 02 01	Principal Payment Park Bo		201 000 591 Park Bond Deb	205,000.00	Bond Payment (Principal Through 11/30/20) FIRUTGO19	
592 75 82 01	Interest On Park Bond		201 000 591 Park Bond Deb	164,925.00	Bond Payment (Interest Through 11/30/20) FIRUTGO19	
<b>23172</b>	<b>10/28/2020</b>	<b>11/10/2020</b>	<b>5934</b>	<b>US Bank, City Hall Account</b>	<b>1,074.00</b>	<b>City Hall Charges Through 10/25/20</b>
511 60 35 00	Small Tools & Equip - Leg		001 000 511 General Fund	39.56	Zoom Webinar 10/2020 (COVID-19 Expense)	
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	10.00	PSFOA 10/2020 Meeting	
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	75.00	WFOA Federal Award Compliance Req't Webinar - C. Corcoran	
517 90 31 01	Health Program - Supplies		001 000 517 General Fund	364.64	Scarecrow And Wellness Lunch Supplies	
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	317.75	Passport Postage	
521 22 35 00	Small Tools & Equip - Poli		001 000 521 General Fund	15.38	Stool For Staff Accomodation	
571 10 35 00	Small Tools & Equip - Rec		001 000 571 General Fund	251.67	SAA #1773 Monitor - J. Schmidtke	
<b>23260</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>8484</b>	<b>US Bank, Recreation Dept Account</b>	<b>1,140.58</b>	<b>Rec Charges Through 10/25/20</b>
573 90 49 01	Community Events		001 000 573 General Fund	659.90	Supplies For Scarecrow Contest, The Hunt, Lights Of Fircrest Banner, Website Graphics 10/2020	
576 20 31 03	Oper Supplies - Pool		001 000 576 General Fund	123.50	Pool Supplies	
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	357.18	P#64 Community Center Construction Container Rental 10/5/20 To 11/4/20	
<b>23258</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>4172</b>	<b>Union 76 Royal</b>	<b>124.17</b>	<b>Gas / Fuel October 2020</b>
548 65 31 08	Police Gas		501 000 548 Equipment Ren	124.17	Police 10/2020	

# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 11/10/2020

Time: 12:54:16 Date: 11/05/2020  
Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
<b>23200</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>4179</b>		
			<b>Unum Life Insurance Company of America</b>	<b>46.80</b>	<b>Retired Benefits November 2020</b>
	521 22 20 02	LEOFF I Long Term Care	001 000 521 General Fund	46.80	Police 0220603-011 11/2020
<b>23265</b>	<b>11/04/2020</b>	<b>11/10/2020</b>	<b>4180</b>		
			<b>Utilities Underground</b>	<b>44.44</b>	<b>Locates October 2020</b>
	534 10 49 00	Miscellaneous - Water	425 000 534 Water Fund (de	22.22	Locates 10/2020
	535 10 49 00	Miscellaneous - Sewer	430 000 535 Sewer Fund (de	22.22	Locates 10/2020
<b>23210</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>3645</b>		
			<b>WEX BANK, Wright Express FSC</b>	<b>538.40</b>	<b>Gas / Fuel October 2020</b>
	548 65 31 08	Police Gas	501 000 548 Equipment Ren	538.40	Police 10/2020
<b>23206</b>	<b>11/02/2020</b>	<b>11/10/2020</b>	<b>4231</b>		
			<b>Water Mgmt Labs Inc</b>	<b>287.00</b>	<b>Coliform And Fluoride Testing October 2020</b>
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	287.00	Coliform & Fluoride Testing 10/2020
<b>23195</b>	<b>10/29/2020</b>	<b>11/10/2020</b>	<b>4256</b>		
			<b>Winning Seasons</b>	<b>696.77</b>	<b>Shirts / Sweatshirts For Crew (Quantity 29)</b>
	531 50 20 01	Contract Benefits - Storm	415 000 531 Storm Drain	174.19	Shirts / Sweatshirts For Crew (Quantity 29)
	534 10 20 01	Contract Benefits - Wtr Ad	425 000 534 Water Fund (de	174.20	Shirts / Sweatshirts For Crew (Quantity 29)
	535 10 20 01	Contract Benefits - Swr Ad	430 000 535 Sewer Fund (de	174.19	Shirts / Sweatshirts For Crew (Quantity 29)
	542 30 20 01	Contract Benefits - Street R	101 000 542 City Street Fun	174.19	Shirts / Sweatshirts For Crew (Quantity 29)
<b>23219</b>	<b>11/03/2020</b>	<b>11/10/2020</b>	<b>2868</b>		
			<b>Zderic, Catherine</b>	<b>17.17</b>	<b>06-01930.0 - 1512 EVERGREEN PL</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-6.35	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-6.77	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-4.05	

Report Total: 489,141.58

Fund	
001 General Fund	28,555.14
101 City Street Fund	16,651.26
201 Park Bond Debt Service Fund	369,925.00
301 Park Bond Capital Fund	27,874.18
415 Storm Drain	1,303.93
425 Water Fund (department)	12,412.57
430 Sewer Fund (department)	6,124.69
501 Equipment Rental Fund	26,294.81

This report has been reviewed by:

REMARKS:

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

Mayor Pro Tempore Brett Wittner called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, and Denny Waltier were present. Mayor Hunter T. George was absent and excused. Councilmember Nixon was absent and unexcused.

**AGENDA MODIFICATIONS**

There were none.

**READERBOARD DISCUSSION**

City Manager Pingel briefed the Council on the history of the digital readerboard and would like to address the code limitations on the readerboard and how we can address the issues. Planning & Building Administrator Stahlnecker presented the options for the location and the potential changes to allow signs in the right-of-way. The current code would require a monument sign and there are limits to the display brightness and length of each message. Discussions included budget impacts, past concerns by neighbors, communication with surrounding houses, and security measures to mitigate hacking. There was consensus to bring back proposed code changes and engage the community with our intent to upgrade the current sign to digital.

**POOL BUSINESS PLAN DISCUSSION**

Pingel presented the updated draft Pool Business Plan and highlighted that we need to discuss the proposed rates and schedules. Discussions included continuing punch cards, deposits and rates for the room rental, and occupancy loads of the new spaces. Pingel reported the rates can be flexible as we gather information and the budgeted figures are conservative for 2021. In future years, we will be able to gauge the revenue and expenditures better with more information. Pingel confirmed that before final approval, the Pool Business Plan will be brought back to the Council for more discussion.

**2021 FINAL BUDGET ITEMS**

City Manager Pingel asked the Council for additional comments on the 2021 budget since this is the last Study Session before the budget is adopted. There was a brief discussion on the Public Works chairs and tables replacement and leaving the additional \$15,000 for Whittier Park Improvements for future use. Pingel also briefed the Council on the potential inter-fund transfer from Cumulative Reserves to the Park Bond Capital Fund. There was Council consensus that the Investment Committee should meet to discuss the options in depth.

**ADJOURNMENT**

**Reynolds MOVED to adjourn the meeting at 6:52 P.M., seconded by Barrentine. The Motion Carried (5-0).**

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Brett L. Wittner, Mayor Pro Tempore

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Jayne Westman, City Clerk

**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**COUNCIL MEETING DATE:** November 10, 2020

**SUBJECT:** Ordinance Adopting the Annual Budget for Fiscal Year 2021

**FROM:** Colleen Corcoran, Finance Director

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**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_\_, adopting the annual budget of the City of Fircrest for the Fiscal Year 2021.

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**PROPOSAL:** The Council is being asked to adopt an ordinance adopting the annual budget for Fiscal Year 2021.

**FISCAL IMPACT:** The total of the 2021 Budget, including estimated revenues, expenditures and fund balances, is \$36,279,698.

**ADVANTAGE:** The City will be in compliance with RCW 35.33.075.

**DISADVANTAGES:** None known.

**ALTERNATIVES:** None known.

**HISTORY:** On September 22, 2020, the Preliminary Budget was presented to Council. Council budget work sessions were held on September 28, October 5 and October 12, 2020. A Public Hearing for revenue sources was held on October 13, 2020. Public Hearings to receive comments on the 2021 Budget were held on October 13 and 27, 2020.

The following resolutions and ordinances related to the 2021 Budget were authorized and adopted on October 13, 2020:

- Municipal Court Judge, and Chief Examiner Rate of Pay
- Salaries of Non-Union Employees, Including Casual and Seasonal Employees
- 2021 Ad Valorem Tax Levy
- 2021 Regular Property Tax Levy
- 2021 EMS Tax Levy
- 2021 Regular Property Tax and Regular EMS Levy Certification Forms

**ATTACHMENTS:** [Ordinance](#)  
[Final Adjustments to the Preliminary 2021 Budget Memo](#)

**CITY OF FIRCREST  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, ADOPTING THE ANNUAL  
BUDGET OF THE CITY OF FIRCREST FOR THE FISCAL  
YEAR 2021**

**WHEREAS**, the preliminary Budget of the City of Fircrest for the year 2021 was timely submitted;  
and

**WHEREAS**, Public Hearings on the proposed Budget were advertised and held on October 13, 2020  
and October 27, 2020; and

**WHEREAS**, pursuant to said hearings and Council deliberations, certain changes were made in the  
preliminary budget; now, therefore,

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

**Section 1.** That the budget document on file with the City Clerk entitled "City of Fircrest 2021 Annual  
Budget" is hereby adopted by reference as though fully set forth.

**Section 2.** The 2021 Budget and totals of the estimated revenues, expenditures and fund balances for  
each separate fund, and the aggregate totals are as follows:

<b>FUND</b>	<b>REVENUE</b>	<b>EXPENDITURES</b>
001 General	\$9,426,514	\$9,426,514
101 Street	624,579	624,579
105 Police Investigation	12,540	12,540
150 Cumulative Reserve	4,030,763	4,030,763
17 201 Park Bond Debt Service	675,040	675,040
301 Park Bond Capital	9,050,285	9,050,285
18 310 Real Estate Excise Tax	1,887,386	1,887,386
415 Storm Drain	750,941	750,941
19 416 Storm Capital	882,825	882,825
425 Water	1,417,916	1,417,916
20 426 Water Capital	397,312	397,312
430 Sewer	3,746,920	3,746,920
21 432 Sewer Capital	1,639,986	1,639,986
22 501 Equipment Replacement	<u>1,736,691</u>	<u>1,736,691</u>
<b>TOTAL ALL FUNDS</b>	<b>36,279,698</b>	<b>36,279,698</b>

**Section 3.** A complete copy of the final budget for 2021 as adopted, together with a copy of this  
adopting ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations of  
the Office of the State Auditor and to the Municipal Research Services Center (MRSC).

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



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**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of November 2020.

APPROVED:

\_\_\_\_\_  
Hunter George, Mayor

ATTEST:

\_\_\_\_\_  
Jayne Westman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael B. Smith, City Attorney

DATE OF PUBLICATION:  
EFFECTIVE DATE:

To: Mayor and Councilmembers  
From: Colleen Corcoran, Finance Director  
CC: Scott Pingel City Manager  
Date: November 10, 2020  
Re: 2021 Budget Changes from Preliminary-Final

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Attached are spreadsheets showing how the 2021 Preliminary Budget has been adjusted. Following are the explanations for each change.

### **General Fund Adjustments**

#### Revenue

Overtime Reimbursement-Police- added \$3,100 to match grant received.

#### Expenditures

Police Emphasis Patrol Overtime - add \$20,000 per Council for Community Outreach.

Police Reimbursable Overtime – added \$3,100 to match grant received.

Community Events – added \$5,600 for building opening celebrations.

Transfer Out to Cumulative Reserve - \$250,000 from Ending Fund Balance (2019 excess)

Undesignated Ending Fund Balance – (\$275,600) decrease due to net adjustments listed above.

### **Park Bond Capital Fund Adjustments**

#### Revenue

Transfer in from Cumulative Reserve – added \$500,000 using C.R. instead of REET.

Transfer in from REET 2 – decreased (\$500,000) using C.R. instead of REET.

### **Water Fund Adjustments**

#### Revenues

Preliminary Operating Revenue – decrease (\$2,700) correction on summary page only.

#### Expenditures

Ending Fund Balance – decrease to adjust for budget adjustment listed above.

### **REET Fund Adjustments**

#### Expenditures

Transfer Out from REET 2 – decrease (\$500,000) using C.R. instead of REET for Park Capital project.

Ending Fund Balance REET 2 – increase \$500,000 for adjustment listed above.

**General Fund  
Final Adjustments to the 2021 Preliminary Budget**

	<b>2021 Preliminary</b>	<b>Adjustment</b>	<b>2021 Final</b>
Designated/Light	525,593		525,593
Designated/44th & Alameda	598,138		598,138
Undes Beginning Fund Balance	<u>2,379,931</u>		<u>2,379,931</u>
<b>Total Beginning Fund Balance</b>	<b>3,503,662</b>	<b>0</b>	<b>3,503,662</b>
Taxes	3,544,700		3,544,700
Licenses & Permits	541,300		541,300
Intergovernmental Revenues	236,860	3,100	239,960
Charges for Goods & Services	1,191,112		1,191,112
Fines & Forfeits	249,600		249,600
Miscellaneous	156,180		156,180
<b>Total Operating Revenue</b>	<b>5,919,752</b>	<b>3,100</b>	<b>5,922,852</b>
<b>TOTAL GENERAL FUND RESOURCES</b>	<b>9,423,414</b>	<b>3,100</b>	<b>9,426,514</b>
Legislative	82,330		82,330
Judicial	408,500		408,500
Administration	299,005		299,005
Finance	373,121		373,121
Legal	228,600		228,600
Other Employee Benefits	1,500		1,500
Non-Departmental	129,710		129,710
Personnel	40,415		40,415
Facilities	460,454		460,454
Information Systems	61,100		61,100
Civil Service Commission	5,960		5,960
Police	1,687,820		
Emphasis Patrol Overtime		20,000	
Reimbursable Overtime		3,100	
Total Police			1,710,920
Fire/EMS	682,902		682,902
Jail	30,500		30,500
Building Inspection	103,410		103,410
Emergency Management	14,740		14,740
Physical Environment	19,610		19,610
Planning	93,160		93,160
Health	2,146		2,146
Recreation	299,785		299,785
Participant Recreation	32,200		32,200
Library	14,000		14,000
Community Events	26,400	5,600	32,000
Swimming Pool	227,245		227,245
Parks	259,767		259,767
<b>Total</b>	<b>5,584,380</b>	<b>28,700</b>	<b>5,613,080</b>

**General Fund  
Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Final</u>
Operating Transfer/Street Beautification	10,000		10,000
Operating Transfer/Property Tax	240,000		240,000
<b>Total Operating Cost</b>	<b>5,834,380</b>	<b>28,700</b>	<b>5,863,080</b>
<b>Revenue over (Under) Operating Expenses</b>	<b>85,372</b>	<b>(25,600)</b>	<b>59,772</b>
Facilities	19,500		19,500
Police	120,000		120,000
Parks	15,000		15,000
<b>Total Capital</b>	<b>154,500</b>	<b>0</b>	<b>154,500</b>
Transfer to Street Lt. Maint. From Desg Lt.	38,955		38,955
Transfer to Cumulative Reserve	0	250,000	250,000
<b>Total Transfers Out</b>	<b>38,955</b>	<b>250,000</b>	<b>288,955</b>
Undes Ending Fund Balance	925,803	(275,600)	650,203
Reserved for Cash Flow	1,400,000		1,400,000
Designated/Light	486,638		486,638
Designated/44th & Alameda	583,138		583,138
<b>Total Ending Fund Balance</b>	<b>3,395,579</b>	<b>(275,600)</b>	<b>3,119,979</b>
<b>TOTAL GENERAL FUND BUDGET</b>	<b>9,423,414</b>	<b>3,100</b>	<b>9,426,514</b>

**Street Fund**  
**Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Adjusted</u>
Beginning Fund Balance	103,804		103,804
<b>Total Beginning Fund Balance</b>	<b>103,804</b>	<b>0</b>	<b>103,804</b>
Preliminary Operating Revenues	171,820		171,820
Preliminary Operating Transfers In	<u>278,955</u>		<u>278,955</u>
<b>Total Operating Revenue</b>	<b>450,775</b>	<b>0</b>	<b>450,775</b>
Total Transfer In for Capital from Light Money	10,000		10,000
Total Transfer In for Capital from REET 1	60,000		60,000
Total Transfer In for Capital from REET 2	0		0
Total Grant Revenue	<u>0</u>		<u>0</u>
<b>Total Revenue for Capital</b>	<b>70,000</b>	<b>0</b>	<b>70,000</b>
<b>TOTAL STREET FUND RESOURCES</b>	<b>624,579</b>	<b>0</b>	<b>624,579</b>
Street Maintenance	318,650		318,650
Street Light Maintenance	38,955		38,955
Street Beautification	<u>85,635</u>		<u>85,635</u>
<b>Total Operating Cost</b>	<b>443,240</b>	<b>0</b>	<b>443,240</b>
<b>Revenue over (Under) Operating Expenses</b>	<b>7,535</b>	<b>0</b>	<b>7,535</b>
Capital Expenditures	<u>62,000</u>		<u>62,000</u>
<b>Excess revenue over (under) operating and Capital</b>	<b>15,535</b>	<b>0</b>	<b>15,535</b>
Undesignated Ending Fund Balance	119,339	0	119,339
<b>Total Ending Fund Balance</b>	<b>119,339</b>	<b>0</b>	<b>119,339</b>
<b>TOTAL STREET FUND BUDGET</b>	<b>624,579</b>	<b>0</b>	<b>624,579</b>

**PARK BOND DEBT SERVICE FUND**  
**Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Adjusted</u>
Beginning Fund Balance	100,940		100,940
Bond Property Taxes	574,000		574,000
Interest	100		100
<b>Total Revenue</b>	<b>574,100</b>	<b>0</b>	<b>574,100</b>
<b>TOTAL PARK BOND DEBT FUND RESOURCES</b>	<b>675,040</b>	<b>0</b>	<b>675,040</b>
Principal Loan Payment	250,000		250,000
Interest Payment	323,700		323,700
<b>Total Expenditures</b>	<b>573,700</b>	<b>0</b>	<b>573,700</b>
<b>Excess over (under) including capital</b>	<b>400</b>	<b>0</b>	<b>400</b>
<b>Undesignated Ending Fund Balance</b>	<b>101,340</b>	<b>0</b>	<b>101,340</b>
<b>TOTAL PARK BOND DEBT FUND BUDGET</b>	<b>675,040</b>	<b>0</b>	<b>675,040</b>

**PARK BOND CAPITAL FUND**  
**Final Adjustments to the 2021 Preliminary Budget**

	<b>2021</b>	<b>Adjustment</b>	<b>2021</b>
	<b><u>Preliminary</u></b>		<b><u>Adjusted</u></b>
Beginning Fund Balance	3,476,503		3,476,503
Grant Revenue	970,000		970,000
Investment Revenue	35,000		35,000
Donations	1,265,090		1,265,090
Transfer In from Cummulative Reserve	2,803,692	500,000	3,303,692
Transfer In from REET 2	500,000	(500,000)	0
<b>Total Revenue</b>	<b>5,573,782</b>	<b>0</b>	<b>5,573,782</b>
<b>TOTAL PARK BOND CAPITAL FUND RESOURCES</b>	<b>9,050,285</b>	<b>0</b>	<b>9,050,285</b>
Capital Expenses	9,050,285		9,050,285
<b>Total Expenditures</b>	<b>9,050,285</b>	<b>0</b>	<b>9,050,285</b>
<b>Excess over (under) including capital</b>	<b>(3,476,503)</b>	<b>0</b>	<b>(3,476,503)</b>
<b>Undesignated Ending Fund Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL PARK BOND CAPITAL FUND BUDGET</b>	<b>9,050,285</b>	<b>0</b>	<b>9,050,285</b>

**Storm Fund**  
**Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Adjusted</u>
Beginning Fund Balance	220,441		220,441
Preliminary Operating Revenues	530,500		530,500
<b>TOTAL STORM FUND RESOURCES</b>	<b>750,941</b>	<b>0</b>	<b>750,941</b>
Preliminary Operating Expenses	478,290		
Total Operating Expenses		0	478,290
Excess of revenues over(under) operating expenses	52,210	0	52,210
Transfer to Storm Capital Fund	81,900		81,900
<b>Revenue over (Under) Operating Expenses w/Xfer</b>	<b>(29,690)</b>	<b>0</b>	<b>(29,690)</b>
<b>Undesignated Ending Fund Balance</b>	<b>190,751</b>	<b>0</b>	<b>190,751</b>
<b>TOTAL STORM FUND BUDGET</b>	<b>750,941</b>	<b>0</b>	<b>750,941</b>



**STORM CAPITAL FUND**  
**Final Adjustments to the 2021 Preliminary Budget**

	<b>2021</b>	<b>Adjustment</b>	<b>2021</b>
	<b><u>Preliminary</u></b>		<b><u>Adjusted</u></b>
Beginning Fund Balance	512,260		512,260
Capital Contributions	288,665		288,665
Transfer In	81,900		81,900
<b>TOTAL STORM CAPITAL FUND RESOURCES</b>	<b>882,825</b>	<b>0</b>	<b>882,825</b>
Capital Expenses	315,050		
<b>Total Expenditures</b>	<b>315,050</b>	<b>0</b>	<b>315,050</b>
<b>Excess over (under) including capital</b>	<b>55,515</b>	<b>0</b>	<b>55,515</b>
<b>Undesignated Ending Fund Balance</b>	<b>567,775</b>	<b>0</b>	<b>567,775</b>
<b>TOTAL STORM CAPITAL FUND BUDGET</b>	<b>882,825</b>	<b>0</b>	<b>882,825</b>

**Water Fund**  
**Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Adjusted</u>
Beginning Fund Balance	263,516		263,516
<b>Preliminary Operating Revenues</b>	<b>1,157,100</b>	<b>(2,700)</b>	<b>1,154,400</b>
<b>TOTAL WATER FUND RESOURCES</b>	<b>1,420,616</b>	<b>(2,700)</b>	<b>1,417,916</b>
Preliminary Operating Expenses	990,187		
Total Operating Expenses			990,187
Revenue over (Under) Operating Expenses	166,913	(2,700)	164,213
Transfer to Water Capital	108,160		108,160
<b>Excess revenue over (under) including Xfer</b>	<b>58,753</b>	<b>(2,700)</b>	<b>56,053</b>
<b>Undesignated Ending Fund Balance</b>	<b>322,269</b>	<b>(2,700)</b>	<b>319,569</b>
<b>TOTAL WATER FUND BUDGET</b>	<b>1,420,616</b>	<b>(2,700)</b>	<b>1,417,916</b>

**WATER CAPITAL FUND**  
**Final Adjustments to the 2021 Preliminary Budget**

	<b>2021</b> <b><u>Preliminary</u></b>	<b><u>Adjustment</u></b>	<b>2021</b> <b><u>Adjusted</u></b>
Beginning Fund Balance	224,352		224,352
Capital Contributions	64,800		64,800
Transfer In	108,160		108,160
<b>TOTAL WATER CAPITAL FUND RESOURCES</b>	<b>397,312</b>	<b>0</b>	<b>397,312</b>
Capital Expenses	192,470		
Benefits			
<b>Total Expenditures</b>	<b>192,470</b>	<b>0</b>	<b>192,470</b>
<b>Excess over (under) including capital</b>	<b>(19,510)</b>	<b>0</b>	<b>(19,510)</b>
<b>Undesignated Ending Fund Balance</b>	<b>204,842</b>	<b>0</b>	<b>204,842</b>
<b>TOTAL WATER CAPITAL FUND BUDGET</b>	<b>397,312</b>	<b>0</b>	<b>397,312</b>

**Sewer Fund**  
**Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Adjusted</u>
Beginning Fund Balance	1,001,520		1,001,520
Preliminary Operating Revenues	2,745,400		2,745,400
<b>TOTAL SEWER FUND RESOURCES</b>	<b>3,746,920</b>	<b>0</b>	<b>3,746,920</b>
Preliminary Operating Expenses	2,310,695		
Total operating Expenses			2,310,695
<b>Revenue over (Under) Operating Expenses</b>	<b>434,705</b>	<b>0</b>	<b>434,705</b>
Debt Service	314,234		314,234
Transfer to Sewer Capital	230,000		230,000
<b>Excess revenue over (under) with debt &amp; xfer</b>	<b>(109,529)</b>	<b>0</b>	<b>(109,529)</b>
<b>Undesignated Ending Fund Balance</b>	<b>891,991</b>	<b>0</b>	<b>891,991</b>
<b>TOTAL SEWER FUND BUDGET</b>	<b>3,746,920</b>	<b>0</b>	<b>3,746,920</b>

**SEWER CAPITAL FUND**  
**Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Adjusted</u>
Beginning Fund Balance	1,334,986		1,334,986
Capital Contributions	75,000		75,000
Transfer In	230,000		230,000
<b>TOTAL SEWER CAPITAL FUND RESOURCES</b>	<b>1,639,986</b>	<b>0</b>	<b>1,639,986</b>
Capital Expenses	500,225		
<b>Total Expenditures</b>	<b>500,225</b>	<b>0</b>	<b>500,225</b>
<b>Excess over (under) including capital</b>	<b>(195,225)</b>	<b>0</b>	<b>(195,225)</b>
<b>Undesignated Ending Fund Balance</b>	<b>1,139,761</b>	<b>0</b>	<b>1,139,761</b>
<b>TOTAL SEWER CAPITAL FUND BUDGET</b>	<b>1,639,986</b>	<b>0</b>	<b>1,639,986</b>

**ERR Fund**  
**Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Adjusted</u>
Beginning Fund Balance	1,319,274		1,319,274
Preliminary Operating Revenues	157,902		157,902
Total Transfer In for Capital Replacement	259,515		259,515
<b>TOTAL ERR FUND RESOURCES</b>	<b>1,736,691</b>	<b>0</b>	<b>1,736,691</b>
Preliminary Operating Expenses	183,081		183,081
<b>Revenue over (Under) Operating Expenses</b>	<b>(25,179)</b>	<b>0</b>	<b>(25,179)</b>
Capital Expenses	10,800		10,800
<b>Excess over (under) including capital</b>	<b>223,536</b>	<b>0</b>	<b>223,536</b>
<b>Designated Ending Fund Balance</b>	<b>1,542,810</b>	<b>0</b>	<b>1,542,810</b>
<b>TOTAL ERR FUND BUDGET</b>	<b>1,736,691</b>	<b>0</b>	<b>1,736,691</b>

**REET Fund**  
**Final Adjustments to the 2021 Preliminary Budget**

	<u>2021 Preliminary</u>	<u>Adjustment</u>	<u>2021 Adjusted</u>
Beginning Fund Balance 1st	380,143		380,143
Beginning Fund Balance 2nd	<u>1,261,243</u>		<u>1,261,243</u>
TOTAL	1,641,386	0	1,641,386
Preliminary Operating Revenues 1st 1/4	121,000		121,000
Preliminary Operating Revenues 2nd 1/4	<u>125,000</u>		<u>125,000</u>
TOTAL	246,000		246,000
<b>TOTAL REET FUND RESOURCES</b>	<b>1,887,386</b>	<b>0</b>	<b>1,887,386</b>
Preliminary Expenses			
Transfer Out from REET (1st 1/4)	60,000		60,000
Transfer Out from REET (2nd 1/4)	<u>500,000</u>	<u>(500,000)</u>	<u>0</u>
TOTAL	560,000	(500,000)	60,000
<b>Ending Fund Balance 1st</b>	441,143	0	441,143
<b>Ending Fund Balance 2nd</b>	<u>886,243</u>	<u>500,000</u>	<u>1,386,243</u>
TOTAL	1,327,386	500,000	1,827,386
<b>TOTAL REET FUND BUDGET</b>	<b>1,887,386</b>	<b>0</b>	<b>1,887,386</b>

**Cumulative Reserve Fund  
Final Adjustments to the 2021 Preliminary Budget**

	<b>2021</b>		<b>2021</b>
	<b><u>Preliminary</u></b>	<b><u>Adjustment</u></b>	<b><u>Adjusted</u></b>
Beginning Fund Balance General	3,250,000		3,250,000
Beginning Fund Balance Street	150,000		150,000
Beginning Fund Balance Water	11,513		11,513
Beginning Fund Balance Sewer	369,250		369,250
<b>Transfer in from General Fund</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>
<b>TOTAL Cumulative Reserve Fund Resources</b>	<b>3,780,763</b>	<b>250,000</b>	<b>4,030,763</b>
<b>Transfer out to Park Capital Fund</b>	<b>0</b>	<b>3,303,692</b>	<b>3,303,692</b>
Ending Fund Balance General	3,250,000		196,308
Ending Fund Balance Street	150,000		150,000
Ending Fund Balance Water	11,513		11,513
Ending Fund Balance Sewer	369,250		369,250
<b>TOTAL Cumulative Reserve Fund Budget</b>	<b>3,780,763</b>	<b>3,303,692</b>	<b>4,030,763</b>



**Police Investigation Fund  
Adjustments to 2021 Preliminary Budget**

	<b>2021</b>		<b>2021</b>
	<b><u>Preliminary</u></b>	<b><u>Adjustment</u></b>	<b><u>Adjusted</u></b>
Beginning Fund Balance	12,440		12,440
Preliminary Operating Revenues	100		100
<b>TOTAL POLICE INVESTIGATION FUND RESOURCES</b>	<b>12,540</b>	<b>0</b>	<b>12,540</b>
Preliminary Operating Expenses	12,540		12,540
<b>Undesignated Ending Fund Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL POLICE INVESTIGATION FUND BUDGET</b>	<b>12,540</b>	<b>0</b>	<b>12,540</b>

**NEW BUSINESS:** Department of Commerce Grant Contract  
**ITEM 13B.**

**FROM:** Scott Pingel, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a grant contract with the Washington Department of Commerce for \$194,000 for the Water Meter Replacement Program as approved by the Washington State Legislature through the State Capital Budget.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute the grant contract with the Department of Commerce for the \$194,000 secured through the State Capital Budget to help in replacing our water meters with Kamstrup AMI meters.

**FISCAL IMPACT:** \$194,000 grant towards the replacement of water meters.

**ADVANTAGE:** The grant supplements our ability to purchase new meters. We can purchase more meters and complete the project earlier than anticipated.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** None identified.

**HISTORY:** The City of Fircrest has taken inventory of the water meters throughout the City and found that most are beyond their useful life. The Public Works staff have started replacing meters in phases as budget and staffing allowed. The anticipated timeline to replace the meters was 4-5 years. The new meters being installed are Kamstrup meters which are AMI ready. The City was successful in being awarded \$194,000 in the State Capital Budget in 2020 towards this project. This grant helps us shorten the project timeline.

**ATTACHMENTS:** [Resolution](#)  
[Department of Commerce Grant Contract](#)





**Grant to**

City of Fircrest

through

The Local and Community Projects Program

**For**

City of Fircrest Meter Replacement (Fircrest)

**Start date:** July 1, 2020

**TABLE OF CONTENTS**

[FACE SHEET](#)..... 1

[DECLARATIONS](#) ..... 3

[SPECIAL TERMS AND CONDITIONS](#)..... 5

    1. [GRANT MANAGEMENT](#)..... 5

    2. [COMPENSATION](#) ..... 5

    3. [CERTIFICATION OF FUNDS PERFORMANCE MEASURES](#)..... 5

    4. [PREVAILING WAGE LAW](#)..... 6

    5. [DOCUMENTATION AND SECURITY](#) ..... 6

    6. [BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES](#)..... 6

    7. [EXPENDITURES ELIGIBLE FOR REIMBURSEMENT](#)..... 6

    8. [BILLING PROCEDURES AND PAYMENT](#)..... 7

    9. [SUBCONTRACTOR DATA COLLECTION](#)..... 8

    10. [CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT](#)..... 8

    11. [INSURANCE](#) ..... 8

    12. [ORDER OF PRECEDENCE](#) ..... 10

    13. [REDUCTION IN FUNDS](#)..... 10

    14. [OWNERSHIP OF PROJECT/CAPITAL FACILITIES](#)..... 10

    15. [CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY](#) ..... 10

    16. [CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE](#) ..... 11

    17. [SIGNAGE, MARKERS AND PUBLICATIONS](#)..... 11

    18. [HISTORICAL AND CULTURAL ARTIFACTS](#)..... 11

    19. [REAPPROPRIATION](#)..... 12

    20. [TERMINATION FOR FRAUD OR MISREPRESENTATION](#) ..... 12

[GENERAL TERMS AND CONDITIONS](#)..... 13

    21. [DEFINITIONS](#)..... 13

    22. [ACCESS TO DATA](#)..... 13

    23. [ADVANCE PAYMENTS PROHIBITED](#)..... 13

    24. [ALL WRITINGS CONTAINED HEREIN](#)..... 13

    25. [AMENDMENTS](#)..... 13

    26. [AMERICANS WITH DISABILITIES ACT \(ADA\) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35](#)..... 14

    27. [ASSIGNMENT](#)..... 14

    28. [ATTORNEYS’ FEES](#) ..... 14

    29. [AUDIT](#)..... 14

    30. [CONFIDENTIALITY/SAFEGUARDING OF INFORMATION](#)..... 15

    31. [CONFLICT OF INTEREST](#) ..... 15

    32. [COPYRIGHT PROVISIONS](#) ..... 16

    33. [DISPUTES](#) ..... 16

    34. [DUPLICATE PAYMENT](#)..... 17

<a href="#"><u>35. GOVERNING LAW AND VENUE</u></a>	17
<a href="#"><u>36. INDEMNIFICATION</u></a>	17
<a href="#"><u>37. INDEPENDENT CAPACITY OF THE GRANTEE</u></a>	17
<a href="#"><u>38. INDUSTRIAL INSURANCE COVERAGE</u></a>	17
<a href="#"><u>39. LAWS</u></a>	17
<a href="#"><u>40. LICENSING, ACCREDITATION AND REGISTRATION</u></a>	17
<a href="#"><u>41. LIMITATION OF AUTHORITY</u></a>	18
<a href="#"><u>42. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS</u></a>	18
<a href="#"><u>43. PAY EQUITY</u></a>	18
<a href="#"><u>44. POLITICAL ACTIVITIES</u></a>	18
<a href="#"><u>45. PUBLICITY</u></a>	18
<a href="#"><u>46. RECAPTURE</u></a>	19
<a href="#"><u>47. RECORDS MAINTENANCE</u></a>	19
<a href="#"><u>48. REGISTRATION WITH DEPARTMENT OF REVENUE</u></a>	19
<a href="#"><u>49. RIGHT OF INSPECTION</u></a>	19
<a href="#"><u>50. SAVINGS</u></a>	19
<a href="#"><u>51. SEVERABILITY</u></a>	19
<a href="#"><u>52. SITE SECURITY</u></a>	19
<a href="#"><u>53. SUBGRANTING/SUBCONTRACTING</u></a>	19
<a href="#"><u>54. SURVIVAL</u></a>	20
<a href="#"><u>55. TAXES</u></a>	20
<a href="#"><u>56. TERMINATION FOR CAUSE</u></a>	20
<a href="#"><u>57. TERMINATION FOR CONVENIENCE</u></a>	20
<a href="#"><u>58. TERMINATION PROCEDURES</u></a>	20
<a href="#"><u>59. TREATMENT OF ASSETS</u></a>	21
<a href="#"><u>60. WAIVER</u></a>	22
<a href="#"><u>ATTACHMENT A - SCOPE OF WORK</u></a>	23
<a href="#"><u>ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT</u></a>	25
<a href="#"><u>ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES</u></a>	27
<a href="#"><u>ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS</u></a>	29

**FACE SHEET**

Grant Number: **21-96633-023**

Project Name: **City of Fircrest Meter Replacement (Fircrest)**

**Washington State Department of Commerce  
Local Government Division  
Community Assistance and Research Unit**

<b>1. GRANTEE</b> City of Fircrest 115 RAMSDELL ST FIRCREST, WA 98466-6999		<b>2. GRANTEE Doing Business As (optional)</b> N/A	
<b>3. GRANTEE Representative</b> Scott Pingel, City Manager (253) 564-8901 spingel@cityoffircrest.net		<b>4. COMMERCE Representative</b> Mara Isaacson, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 742-7665 mara.isaacson@commerce.wa.gov	
<b>5. Grant Amount</b> \$194,000.00	<b>6. Funding Source</b> Federal: State:X Other: N/A:	<b>7. Start Date</b> July 1, 2020	<b>8. End Date</b> June 30, 2023 (subject to reappropriation)
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A	<b>CFDA Number</b> N/A
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0007707-02	<b>12. UBI #</b> 278009045	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Washington State Direct Appropriations Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process.			
<b>FOR GRANTEE</b>		<b>FOR COMMERCE</b>	
_____ Signature		_____ Mark K. Barkley, Assistant Director Local Government Division	
_____ Print Name		_____ Date	
_____ Title		<b>APPROVED AS TO FORM</b>	
_____ Date		_____ Steve Scheele, Assistant Attorney General	
		_____ 9/16/2020 Date	

**DECLARATIONS**

**GRANTEE INFORMATION**

GRANTEE Name:	<b>City of Fircrest</b>
Grant Number:	21-96633-023
State Wide Vendor Number:	SWV0007707-02

**PROJECT INFORMATION**

Project Name:	<b>City of Fircrest Meter Replacement (Fircrest)</b>
Project City:	FIRCREST
Project State:	Washington
Project Zip Code:	98466-6999

**GRANT AGREEMENT INFORMATION**

Grant Amount:	<b>\$194,000.00</b>
Appropriation Number:	ESSB 6248 SL Section 1013 (2020 Regular Session)
Re-appropriation Number (if applicable):	N/A
Grant End Date:	<b>June 30, 2023 (subject to reappropriation)</b>
Biennium:	2019-2021
Biennium Close Date:	June 30, 2021
Earliest Date for Construction Reimbursement:	July 1, 2016

**ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT**

N/A



**SPECIAL TERMS AND CONDITIONS**  
**GENERAL GRANT**  
**STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.
- E. Other costs authorized through the legislation

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

### **9. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT**

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

### **11. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.

Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the GRANTEE or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

## **12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

## **13. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

## **14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

## **15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture provision).

**16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture Provision).

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.



**GENERAL TERMS AND CONDITIONS**  
**GENERAL GRANT**  
**STATE FUNDS**

**21. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" or "Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

**22. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**23. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**24. ALL WRITINGS CONTAINED HEREIN**

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

**25. AMENDMENTS**

This Grant 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.

**26. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**27. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**28. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

**29. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [comacctoffice@commerce.wa.gov](mailto:comacctoffice@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Accounting Services  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

### **30. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

### **31. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

### **32. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not 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.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

### **33. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**34. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**35. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**36. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims. "Claim" as used in this Grant Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

**37. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**38. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**39. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**40. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

**41. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

**42. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE 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.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**43. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**44. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**45. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**46. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**47. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**48. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**49. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, 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 Grant.

**50. 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 Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**51. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**52. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**53. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce

the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**54. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**55. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**56. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**57. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**58. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially



completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement. After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

#### **59. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
  - B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
  - C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
  - D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant
- All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**60. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**ATTACHMENT A - SCOPE OF WORK**

Funds awarded under this grant will be used for capital expenditures related to upgrading the City of Fircrest’s water meters. Meters will be upgraded from manual read meters to advanced metering infrastructure (AMI) meters to be installed by the city.

The location of the project is the city of Fircrest water system.

Project activities will include and not be limited to:

- Purchase of approximately 1,000 AMI capable water meters and metering infrastructure.

This project began in May 2020 and is expected to be complete by December 2023.

All project work completed with prior legislative approval. The “Copyright Provisions”, Section 32 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT**

<b>Type of Funding</b>	<b>Source Description</b>	<b>Amount</b>
Grant	Washington State Department of Commerce	\$194,000.00
<b><i>Other Grants</i></b>		
Grant #1		\$
Grant #2		\$
<b>Total Other Grants</b>		<b>\$0.00</b>
<b><i>Other Loans</i></b>		
Loan #1		\$
Loan #2		\$
<b>Total Loans</b>		<b>\$0.00</b>
<b><i>Other Local Revenue</i></b>		
Source #1		\$
<b>Total Local Revenue</b>		<b>\$0.00</b>
<b><i>Other Funds</i></b>		
Water Capital Fund Balance and Revenue	City of Fircrest	\$150,000.00
Source #2		\$
<b>Total Other Funds</b>		<b>\$150,000.00</b>
<b>Total Project Funding</b>		<b>\$344,000.00</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE’s review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

**IF EXEMPT: DO NOT SIGN**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**NEW BUSINESS:** Steilacoom Holiday Sleigh Contract  
**ITEM 13C.**

**FROM:** Scott Pingel, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an Equipment Use and Hold Harmless Agreement between the Town of Steilacoom and the City of Fircrest for the use of the Holiday Sleigh.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an Equipment Use and Hold Harmless Agreement with the Town of Steilacoom for use of the Holiday Sleigh.

**FISCAL IMPACT:** Minimal.

**ADVANTAGE:** This is a great event for our community and our employees.

**DISADVANTAGES:** Monitoring contractor performance involves some commitment of staff time. It is anticipated that this will not consume a large amount of time with this vendor.

**ALTERNATIVES:** None that are feasible.

**HISTORY:** The Town of Steilacoom owns a motorized vehicle that can be best described as a Holiday Sleigh. We have utilized the sleigh for 20 years and on those occasions, City employees and volunteers have dressed up in costumes of elves, reindeers, a snowman, and even Mr. and Mrs. Claus, and we ride the "sleigh" throughout the City. We hand out holiday wishes, donated toys, and candy canes to our residents.

Due to COVID-19 and the requirement to limit crowds, the holiday sleigh ride will look different this year. The staff plans to start at an earlier time and drive the sleigh down more streets. We will pre-arrange the route on our journey which will afford more of our residents a chance to see Santa.

We have done this event for the past 20 years and it has been a huge success. This event has been very well received in the community. The Santa sleigh tour will bring the City joy during this pandemic. This event is done with all volunteers, including the decorating and cleaning of the sleigh.

**ATTACHMENTS:** [Resolution](#)  
[Equipment Use and Hold Harmless Agreement](#)

**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON AUTHORIZING THE CITY MANAGER TO SIGN AN  
EQUIPMENT USE AND HOLD HARMLESS AGREEMENT BETWEEN  
THE TOWN OF STEILACOOM AND THE CITY OF FIRCREST FOR  
THE USE OF A MOTORIZED HOLIDAY SLEIGH.**

**WHEREAS**, RCW 39.34.030 authorizes municipal corporations to enter into agreements with one another for joining cooperative action; and

**WHEREAS**, the parties to this agreement each have the need of the use of the Holiday Sleigh; and

**WHEREAS**, the parties to this agreement believe it is in the best interest of both to enter into a joint agreement to share the use of the Holiday Sleigh. 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 enter into an Interlocal Agreement between the Town of Steilacoom and the City of Fircrest for the use of the Holiday Sleigh.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney



OCT 18 2020

RECEIVED

EQUIPMENT USE AND HOLD HARMLESS AGREEMENT

This agreement is made and entered into by Fircrest, hereafter referred to as user, and the Town of Steilacoom, hereafter referred to as owner.

RECITALS

1. The Town of Steilacoom owns a motorized vehicle best described as a holiday season sleigh which it uses in various Town holiday activities; and
2. Fircrest wishes to use the Town of Steilacoom holiday season sleigh for holiday activities in Fircrest; and
3. The Town of Steilacoom is willing to allow Fircrest to make use of its holiday season sleigh on certain terms and conditions; and
4. The parties set forth below the terms and conditions on which such use shall be permitted.

AGREEMENT

- A. Owner agrees to allow user to use its holiday season sleigh, and user agrees to use owner's holiday season sleigh according to and in compliance with the terms and conditions set forth below.
- B. Owner shall reserve the right to first choice for all dates and times of use of the holiday season sleigh. User shall be entitled to use the holiday season sleigh at all other times not previously scheduled for use by owner. User shall make all requests for use of the holiday season sleigh in writing directed to the Town Administrator.
- C. User agrees to allow only validly licensed and insured drivers to operate the holiday season sleigh.
- D. Before user makes any use of the holiday season sleigh, user shall provide to owner a certificate of vehicle liability insurance of a minimum of \$1,000,000.00 demonstrating that user has hired and non-owned auto coverage. Further, user agrees that its vehicle insurance coverage shall be the primary insurance in respect to owner. Any insurance, self-insurance, or insurance pool coverage maintained by owner shall be in excess of the user's insurance and shall not contribute with it. User also agrees to pay owner's physical damage deductible for any damage to the vehicle while in user's care and control pursuant to this agreement.
- E. User indemnifies, defends and holds harmless, owner, its officers, officials, employees, volunteers, successors and assigns from any and all claims, injuries, damages, losses, suits, actions or liabilities for injury or death of any person, or for the loss or damage to property which arises out of user's use of the owner's holiday season sleigh, or from any activity, work or thing done, permitted or allowed by user in or about the holiday season sleigh, except for injuries and damages caused by the sole negligence of the owner.
- F. User shall be fully financially responsible for all costs of use, operation and maintenance of the holiday season sleigh while it is in the user's care and control pursuant to this agreement.
- G. This agreement constitutes the full and entire agreement of the parties. Any changes, additions or other modifications of this agreement shall be in writing and signed by both parties.
- H. If any provision of this agreement shall be found by a court of competent jurisdiction to be invalid and/or unenforceable, the remainder of this agreement shall be given full force and effect by the parties.
- I. This agreement covers the period December 1, 2020 through December 31, 2020.

Fircrest:

Town of Steilacoom

By: \_\_\_\_\_  
City ManagerBy:   
Mayor

Date: \_\_\_\_\_

Date: 10/6/2020

OCT 18 2020

RECEIVED

EQUIPMENT USE AND HOLD HARMLESS AGREEMENT

This agreement is made and entered into by Fircrest, hereafter referred to as user, and the Town of Steilacoom, hereafter referred to as owner.

RECITALS

1. The Town of Steilacoom owns a motorized vehicle best described as a holiday season sleigh which it uses in various Town holiday activities; and
2. Fircrest wishes to use the Town of Steilacoom holiday season sleigh for holiday activities in Fircrest; and
3. The Town of Steilacoom is willing to allow Fircrest to make use of its holiday season sleigh on certain terms and conditions; and
4. The parties set forth below the terms and conditions on which such use shall be permitted.

AGREEMENT

- A. Owner agrees to allow user to use its holiday season sleigh, and user agrees to use owner's holiday season sleigh according to and in compliance with the terms and conditions set forth below.
- B. Owner shall reserve the right to first choice for all dates and times of use of the holiday season sleigh. User shall be entitled to use the holiday season sleigh at all other times not previously scheduled for use by owner. User shall make all requests for use of the holiday season sleigh in writing directed to the Town Administrator.
- C. User agrees to allow only validly licensed and insured drivers to operate the holiday season sleigh.
- D. Before user makes any use of the holiday season sleigh, user shall provide to owner a certificate of vehicle liability insurance of a minimum of \$1,000,000.00 demonstrating that user has hired and non-owned auto coverage. Further, user agrees that its vehicle insurance coverage shall be the primary insurance in respect to owner. Any insurance, self-insurance, or insurance pool coverage maintained by owner shall be in excess of the user's insurance and shall not contribute with it. User also agrees to pay owner's physical damage deductible for any damage to the vehicle while in user's care and control pursuant to this agreement.
- E. User indemnifies, defends and holds harmless, owner, its officers, officials, employees, volunteers, successors and assigns from any and all claims, injuries, damages, losses, suits, actions or liabilities for injury or death of any person, or for the loss or damage to property which arises out of user's use of the owner's holiday season sleigh, or from any activity, work or thing done, permitted or allowed by user in or about the holiday season sleigh, except for injuries and damages caused by the sole negligence of the owner.
- F. User shall be fully financially responsible for all costs of use, operation and maintenance of the holiday season sleigh while it is in the user's care and control pursuant to this agreement.
- G. This agreement constitutes the full and entire agreement of the parties. Any changes, additions or other modifications of this agreement shall be in writing and signed by both parties.
- H. If any provision of this agreement shall be found by a court of competent jurisdiction to be invalid and/or unenforceable, the remainder of this agreement shall be given full force and effect by the parties.
- I. This agreement covers the period December 1, 2020 through December 31, 2020.

Fircrest:

Town of Steilacoom

By: \_\_\_\_\_  
City Manager

By:   
Mayor

Date: \_\_\_\_\_

Date: 10/6/2020

**NEW BUSINESS: Title 12, Building and Construction, adopting 2018 Code by reference**

**ITEM: 13D**

**FROM: Angelie Stahlnecker, Planning and Building Administrator**

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**RECOMMENDED MOTION: I move to adopt Ordinance No. \_\_\_\_\_ amending Ordinance 1576 section 1 and FMC 12.04.020 adopting by reference the international and uniform codes as amended by the State Building Code Council.**

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**PROPOSAL:** To adopt by reference the current International and Unified Codes and Washington State amendments. This includes building, plumbing, mechanical, fire, energy and related construction codes that govern construction activity in the city.

A summary of the major changes are attached. The adopted appendixes are as follows:

- Appendix E – Supplementary Accessibility Requirements
- Appendix F – Radon Control Methods
- Appendix Q – Tiny House
- Appendix U – Residential Sprinkler Systems. This section does not require sprinklers in one or two-dwelling units, but adopts the design and installation code.

**FISCAL IMPACT:** None.

**ADVANTAGES:** The City will be in compliance with RCW 19.27 and the requirements of the State Building Code Council. The City and its residents will have the most current Building Codes promoting health, safety, and welfare.

**DISADVANTAGES:** None identified.

**HISTORY:** Building codes in the U.S. were developed in response to disasters like the Chicago Fire and the San Francisco Earthquake. By establishing minimum standards for construction, sanitation, and safety, both residents and emergency responders are protected.

The State Building Code Council, created by the legislature to provide independent analysis and objective advice to the legislature and the Governor's Office on state building code issues, reviews and amends Building Codes every three years in conjunction with the release of the revised International and Unified Codes. Normally, local jurisdictions are required to adopt the new codes with amendments by July 1 of that year. Due to a delay in amendment adoption, the scheduled 2019 adoption was postponed to July 1, 2020. Due to COVID-19, the effective date has been postponed to February 1, 2021.

**Attachments:**

1. [Ordinance](#)
2. [Building Code Updates Summary](#)

**CITY OF FIRCREST  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON AMENDING FMC 12.04.020  
AND ORDINANCE 1576 SECTION 1, ADOPTING THE  
INTERNATIONAL AND UNIFORM CODES FOR THE CITY OF  
FIRCREST.**

**WHEREAS**, the Legislature of the State of Washington directs cities to enforce the provisions of the State Building Code, in accordance with Chapters 19.27 RCW and 70.92 RCW; and

**WHEREAS**, the State Building Code Council was created to advise the Legislature on building code issues and to develop the building codes used in Washington State. These codes help to ensure buildings and facilities constructed in the state are safe and healthy for building occupants, accessible to persons with disabilities and the elderly, and energy efficient.

**WHEREAS**, the City Council finds that the public health, safety, and general welfare are best served by adopting and enforcing building and construction codes that reflect incorporation of state of the art techniques and materials;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST THAT:**

**Section 1.** Ordinance 1576 §1 and FMC 12.04.020 are hereby amended to read as follows:

**12.04.020 Adoption of codes by reference.**

The following codes are hereby adopted by this reference as if fully set forth in this chapter and as specifically modified or amended as set forth in this chapter.

- a) The 2018 International Building Code published by the International Code Council, as amended by the Washington State Building Code Council in Chapter 51-50 WAC, and as subsequently amended by this Chapter along with adoption of Appendix E and ICC/ANSI A117.1-2009, and the 2018 International Existing Building Code and International Swimming and Spa Code.
- b) The 2018 International Residential Code published by the International Code Council, as amended by the Washington State Building Code Council in Chapter 51-51 WAC, and as subsequently amended by this Chapter along with adoption of Appendices F and Q and U; Chapter 11 and Chapters 25 through 42 are not adopted.

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- c) The 2018 International Mechanical Code published by the International Code Council, as amended by the Washington State Building Code Council in Chapter 51-52 WAC, and as subsequently amended by this Chapter along with adoption of 2018 International Fuel Gas Code, 2017 National Fuel Gas Code (NFPA 54) & 2018 Liquefied Petroleum Gas Code (NFPA 58).
- d) The 2018 International Fire Code published by the International Code Council, as amended by the Washington State Building Code Council in Chapter 51-54A WAC, and as subsequently amended by this Chapter.
- e) The 2018 Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials, as amended by the Washington State Building Code Council in Chapter 51-56 WAC, and as subsequently amended by this Chapter along with adoption of Appendices A, B and I.
- f) The 2018 Washington State Energy Code as adopted and amended by the Washington State Building Code Council in 51-11R WAC (Residential) and 51-11C WAC (Commercial).
- g) The National Electrical Code published by the National Fire Protection Association as adopted and enforced by Tacoma Power.

**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 February 1, 2021.

**APPROVED AND ADOPTED** this 10<sup>th</sup> day of November 2020 at a regular meeting of the City Council of the City of Fircrest.

APPROVED:

\_\_\_\_\_  
Hunter George, Mayor

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ATTEST:

\_\_\_\_\_  
Jayne Westman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael B. Smith, City Attorney

Publication Date:

Effective Date:

## Summary of Major Changes

### 2018 International Building Code® (IBC®)

- Accessory storage spaces of any size are now permitted to be classified as part of the occupancy to which they are accessory.
- New code sections have been introduced addressing medical gas systems and higher education laboratories.
- Use of fire walls to create separate buildings is now limited to only the determination of permissible types of construction based on allowable building area and height.
- Where an elevator hoistway door opens into a fire-resistance-rated corridor, the opening must be protected in a manner to address smoke intrusion into the hoistway.
- The occupant load factor for business uses has been revised to one occupant per 150 square feet.
- Live loads on decks and balconies increase the deck live load to one and one-half times the live load of the area served.
- The minimum lateral load that fire walls are required to resist is five pounds per square foot.
- Wind speed maps updated, including maps for the state of Hawaii. Terminology describing wind speeds has changed again with ultimate design wind speeds now called basic design wind speeds.
- Site soil coefficients now correspond to the newest generation of ground motion attenuation equations (seismic values).
- Five-foot tall wood trusses requiring permanent bracing must have a periodic special inspection to verify that the required bracing has been installed.
- New alternative fastener schedule for construction of mechanically laminated decking is added giving equivalent power-driven fasteners for the 20-penny nail.
- Solid sawn lumber header and girder spans for the exterior bearing walls reduce span lengths to allow #2 Southern Pine design values.

### 2018 International Residential Code® for One- and Two-Family Dwellings (IRC®)

- An updated seismic map reflects the most conservative Seismic Design Category (SDC) based on any soil type and a new map reflects less conservative SDCs when Site Class A, B or D is applicable.
- The townhouse separation provisions now include options for using two separate fire-resistant-rated walls or a common wall.
- An emergency escape and rescue opening is no longer required in basement sleeping rooms where the dwelling has an automatic fire sprinkler system and the basement has a second means of egress or an emergency escape opening.
- The exemption for interconnection of smoke alarms in existing areas has been deleted.
- New girder/header tables have been revised to incorporate the use of #2 Southern Pine in lieu of #1 Southern Pine.
- New tables address alternative wood stud heights and the required number of full height studs in high wind areas.

### 2018 International Fire Code® (IFC®)

- New provisions address hazards related to outdoor pallet storage, higher education laboratories, mobile food trucks and plant processing and extraction activities.
- Mass Notification Requirements for college and university buildings have been added to the code.
- Sprinkler protection is now required in existing Group A-2 occupancies having an occupant load of 300 or more where alcoholic beverages are consumed.
- A new chapter has been added to address issues related to Energy Systems.

- Integrated testing requirements for fire protection and life safety systems have been added for high rise buildings and smoke control systems.
- The requirements for gas detection systems have been revised throughout the code to be more reflective of industry practice.
- Required sprinkler protection of Group E occupancies has been expanded through the introduction of a new thresholds related to fire areas.
- Manual fire alarm systems in Group A occupancies are now required not only when the occupant load is 300 or more but also where the occupant load exceeds 100 above or below the lowest level of exit discharge.
- A manual fire alarm system and an automatic smoke detection system are no longer required in Group R-4 occupancies.
- New provisions require illumination for the exit discharge path of travel to the public way or to a safe dispersal area for all occupancies.
- Provisions have been added to address the hazards associated with outdoor assembly events, indoor trade shows and exhibitions.
- The fire watch requirements for construction and demolition activities have been enhanced.
- The provisions for the maintenance of fire and smoke protection features in Chapter 7 have been enhanced and reorganized.
- The applicability of the decorative materials requirements in Chapter 8 have been clarified.

#### **2018 International Mechanical Code® (IMC®)**

- Added coverage of pollution control units.
- A new exception was added to recognize Type I kitchen hoods listed for clearances to combustibles of less than 18 inches.
- Added coverage for a newer type of non-metallic duct, phenolic duct.
- New coverage for high volume large diameter fans (HVLD), also referred to as high volume low speed (HVLS) fans.
- Relaxed requirements for sealing of duct joints and seams for Snap- and Button-lock duct joints located within the thermal envelope.

#### **2018 International Fuel Gas Code® (IFGC®)**

- A new Section was added to recognize arc-resistant CSST products.
- The code now allows Schedule 10 steel pipe to be used, whereas previously, Schedule 40 was the lightest steel pipe material allowed. Schedule 10 steel pipe joints are allowed to be welded, brazed, flanged or assembled with press-connect fittings. Schedule 10 pipe cannot be threaded.
- The code clarifies that appliance shutoff valves located behind movable appliances, such as ranges and clothes dryers, are considered to be provided with the required access.
- The code now calls for the plastic vent pipe material to be labeled as complying with the standards for the specific pipe material as called out by the manufacturer.
- The clearances between direct-vent appliance vent terminals and openings in the building exterior that could allow combustion products to enter the building have been revised.



## **2018 International Existing Building Code® (IEBC®)**

- Section 410 Accessibility has been relocated to a new Section 305. Chapters 4, 5, 6, 13 and 14 have been relocated resulting in a reorganization and new chapter numbering.
- Requirements for live loads from Chapters 4 and 8 have been combined and placed in Chapter 3 to apply for all compliance methods.
- Structural components damaged by snow events must be repaired assuming snow loads for new buildings from the IBC.
- A new exception is added for loading of existing structural elements next to an addition in buildings designed using the IRC.
- When a work area includes more than half the building in an alteration, wall anchors must be installed at the roof line along reinforced concrete and masonry walls.
- Buildings undergoing a change of occupancy shall have live, snow, wind and seismic loads checked. Design loads are based on IBC-level forces.
- When a change of occupancy occurs placing a building in a higher risk category, the seismic loads on the building must be evaluated using IBC-level forces. Access to the building must be maintained when passing through or near other buildings and structures.
- Where storm shelters are required based on IBC and ICC 500 for Group E Occupancies, any addition to such existing occupancies where the occupant load of the addition is 50 or more will trigger the construction of a storm shelter.
- Carbon Monoxide provisions have been added in the Prescriptive Method Additions, Alterations Level 2 Additions, and in Additions for I-1, I-2, I-4 and R Occupancies.
- Emergency Escape and Rescue Opening provisions related to being operational have been added to Prescriptive Compliance Method and Alterations Level 1.
- Single exit buildings and spaces under Alteration Levels 2 and 3 have been modified to be more consistent with the IBC.
- The Alterations Level 2 requirement that water for automatic fire sprinkler system be available at the floor of alteration without the need for a fire pump has been moved to Chapter 9 for Alterations Level 3 and the fire pump criterion was deleted.

## **2018 International Swimming Pool and Spa Code® (ISPSC®)**

- It was clarified that flotation tank systems for sensory deprivation therapy are not within the scope of the ISPSC.
- Hot water storage tanks are now required to be listed and labeled to a standard.
- New sections were introduced into the code to cover solar thermal water heating systems. Installation requirements refer to the IMC.

## **2018 Uniform Plumbing Code**

- Requirements for floor-affixed supports for off-the-floor fixtures.
- Rewording of plastic piping used for venting section.
- Requirement of a platform for installations elevated over 5 feet.
- Expansion of pipe testing language.
- Added section related to testing of gas powered systems

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:**       **Jeff Boers and Associates Contract Amendment**  
**ITEM: 13E**

**FROM:**               **Angelie Stahlnecker, Planning & Building Administrator**

---

**RECOMMENDED MOTION:**   **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an amendment to the contract for planning services with Jeff Boers and Associates in 2021.**

---

**PROPOSAL:** The Council is being asked to adopt a resolution amending the professional service agreement with Jeff Boers and Associates extending the term of said Agreement through December 31, 2021.

**FISCAL IMPACT:** There is no change to the contract amount.

**ADVANTAGE:** Jeff Boers has existing knowledge of Fircrest's land-use code and has extensive experience working with local jurisdictions on land use issues and GMA required Comprehensive Plan updates.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City could consider another firm with equivalent experience.

**HISTORY:** The City has contracted with Jeff Boers since 2013 for principal planner services. Mr. Boers had previously worked for the City as the Planning and Building Director, and as such, was instrumental in the development of much of the existing land development code.

**ATTACHMENTS:** [Resolution Amendment](#)

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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AMENDMENT TO THE  
PROFESSIONAL SERVICE AGREEMENT WITH JEFF BOERS  
AND ASSOCIATES FOR THE PURPOSE OF EXTENDING THE  
TERM OF SAID AGREEMENT.**

**WHEREAS**, the City of Fircrest has a need for consultant services to serve as the principal land use consultant planner for the City; and

**WHEREAS**, the term of said Agreement will expire on December 31, 2020; and

**WHEREAS**, Section 3 of said Agreement provides for the option to extend the term of the Agreement for one year; and

**WHEREAS**, the City of Fircrest desires to maintain these services; Now, Therefore,

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

**Section 1.** The City Manager is hereby authorized and directed to execute an amendment to the Professional Service Agreement with Jeff Boers, Jeff Boers, and Associates, extending the term of the said agreement through December 31, 2021.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of November  
2020.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**AMENDMENT #8  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT WITH JEFF BOERS AND  
ASSOCIATES TO PROVIDE CURRENT AND LONG-RANGE  
PLANNING CONSULTING SERVICES**

This amendment is hereby made and entered into this 10<sup>th</sup> day of November 2020 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Jeff Boers.

**WITNESSETH:**

1. **Purpose**

The purpose of this eighth amendment is to amend the April 23, 2013 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the April 23, 2013 agreement and previous amendments shall remain in full force and effect. The amendment is as follows:

2. Section 3 is hereby amended to read as follows:

**Term:** The term of this Agreement shall be from January 1, 2021, until December 31, 2021, and may be extended or modified by mutual consent of the parties.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in duplicate, each of which shall be deemed as originals, in the year and day first above mentioned.

**CITY OF FIRCREST**

**JEFF BOERS AND ASSOCIATES**

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
City Attorney

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Law Offices of Susan Elizabeth Drummond, PLLC Contract Amendment  
**ITEM: 13F**

**FROM:** Angelie Stahlnecker, Planning & Building Administrator

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an amendment to the contract for special legal counsel for land use matters with the Law Offices of Susan Elizabeth Drummond, PLLC in 2021.

---

**PROPOSAL:** The Council is being asked to adopt a resolution amending the professional service agreement with the Law Offices of Susan Elizabeth Drummond, PLLC extending the term of said Agreement through December 31, 2021.

**FISCAL IMPACT:** There is no change to the contract amount.

**ADVANTAGE:** Ms. Drummond has over 19 years devoted to land use. She has experience in both advising on permits, disputes, and code changes as well as having litigated land use matters before numerous courts and the Growth Management Hearings Board.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City could consider another firm with equivalent experience.

**HISTORY:** The City contracted in February 2020 for special legal services with the Law Offices of Susan Elizabeth Drummond, PLLC.

**ATTACHMENTS:** [Resolution](#)  
[Amendment](#)

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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AMENDMENT TO THE  
PROFESSIONAL SERVICE AGREEMENT WITH THE LAW  
OFFICES OF SUSAN ELIZABETH DRUMMOND, PLLC FOR THE  
PURPOSE OF EXTENDING THE TERM OF SAID AGREEMENT.**

**WHEREAS**, the City of Fircrest has a need for special legal counsel for land-use matters; and

**WHEREAS**, the term of said Agreement will expire on December 31, 2020; and

**WHEREAS**, Section 6 of said Agreement provides for the option to extend the term of the Agreement for one year; and

**WHEREAS**, the City of Fircrest desires to maintain these services; Now, Therefore,

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

**Section 1.** The City Manager is hereby authorized and directed to execute amendment #1 to the Professional Service Agreement with the Law Offices of Susan Elizabeth Drummond, PLLC, extending the term of the said agreement through December 31, 2021.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**AMENDMENT #1  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICES  
OF SUSAN ELIZABETH DRUMMOND, PLLC TO PROVIDE CURRENT  
AND LONG-RANGE PLANNING CONSULTING SERVICES**

This amendment is hereby made and entered into this 10<sup>th</sup> day of November 2020 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and the Law Offices of Susan Elizabeth Drummond, PLLC hereinafter referred to as “Consultant.”

**WITNESSETH:**

1. **Purpose**

The purpose of this eighth amendment is to amend the February 25, 2020 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the April 25, 2020 agreement shall remain in full force and effect. The amendment is as follows:

2. Section 6 is hereby amended to read as follows:

**Term of Agreement:** This agreement shall be in effect from January 1, 2021, to December 31, 2021, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) day’s written notice to the other party.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in duplicate, each of which shall be deemed as originals, in the year and day first above mentioned.

**CITY OF FIRCREST**

**LAW OFFICES OF SUSAN ELIZABETH  
DRUMMOND, PLLC**

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
City Attorney

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:**        **NW GIS Consulting, LLC Contract Amendment**  
**ITEM: 13G**

**FROM:**                **Angelie Stahlnecker, Planning & Building Administrator**

---

**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an amendment to the contract for on-call GIS support services with the NW GIS Consulting, LLC in 2021.**

---

**PROPOSAL:** The Council is being asked to adopt a resolution amending the professional service agreement with the NW GIS Consulting, LLC extending the term of said Agreement through December 31, 2021.

**FISCAL IMPACT:** There is no change to the contract amount.

**ADVANTAGE:** The City needs a qualified professional for on-call GIS services. NW GIS Consulting, LLC has extensive experience in the area and has been instrumental in updating our GIS program.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City could consider another firm with equivalent experience.

**HISTORY:** In 2014, the City contracted with NW GIS Consulting, LLC to update our GIS data and provide on-call GIS support services.

**ATTACHMENTS:** [Resolution Amendment](#)



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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AMENDMENT TO THE  
PROFESSIONAL SERVICE AGREEMENT WITH THE NW GIS  
CONSULTING, LLC FOR THE PURPOSE OF EXTENDING THE  
TERM OF SAID AGREEMENT.**

**WHEREAS**, the City of Fircrest has a need for GIS on-call services; and

**WHEREAS**, the term of said Agreement will expire on December 31, 2020; and

**WHEREAS**, Section 3 of said Agreement provides for the option to extend the term of the Agreement for one year; and

**WHEREAS**, the City of Fircrest desires to maintain these services; Now, Therefore,

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

**Section 1.** The City Manager is hereby authorized and directed to execute amendment #5 to the Professional Service Agreement with NW GIS Consulting, LLC, extending the term of the said agreement through December 31, 2021.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**AMENDMENT #5  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT WITH THE NW GIS  
CONSULTING, LLC TO PROVIDE ON-CALL GIS SERVICES**

This amendment is hereby made and entered into this 10<sup>th</sup> day of November 2020 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and NW GIS Consulting, LLC hereinafter referred to as “Consultant.”

**WITNESSETH:**

1. **Purpose**

The purpose of this fifth amendment is to amend the May 26, 2015 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the May 26, 2015 agreement and previous amendments shall remain in full force and effect. The amendment is as follows:

2. Section 3 is hereby amended to read as follows:

**Terms:** The term of this Agreement shall be from January 1, 2021, until December 31, 2021, and may be extended or modified by mutual consent of the parties.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in duplicate, each of which shall be deemed as originals, in the year and day first above mentioned.

**CITY OF FIRCREST**

**NW GIS CONSULTING, LLC.**

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
NW GIS Consulting LLC

Approved as to Form:

By \_\_\_\_\_  
City Attorney

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Olbrechts & Associates, PLLC Contract Amendment  
**ITEM 13H**

**FROM:** Angelie Stahlnecker, Planning & Building Administrator

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an amendment to the contract for hearing examiner services with Olbrechts & Associates, PLLC in 2021.

---

**PROPOSAL:** The Council is being asked to adopt a resolution amending the professional service agreement with Olbrechts & Associates, PLLC extending the term of said Agreement through December 31, 2021.

**FISCAL IMPACT:** There is no change to the contract amount.

**ADVANTAGE:** Mr. Olbrechts brings two decades of hearing examiner experience and has an approach that makes the hearing process accessible and understandable to all participants.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City could consider another firm with equivalent experience.

**HISTORY:** The City contracted in May 2019 for hearing examiner services with Olbrechts & Associates, PLLC.

**ATTACHMENTS:** [Resolution](#)  
[Amendment](#)

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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AMENDMENT TO THE  
PROFESSIONAL SERVICE AGREEMENT WITH OLBRECHTS &  
ASSOCIATES, PLLC FOR THE PURPOSE OF EXTENDING THE  
TERM OF SAID AGREEMENT.**

**WHEREAS**, the City of Fircrest has a need for hearing examiner services; and

**WHEREAS**, the term of said Agreement will expire on December 31, 2020; and

**WHEREAS**, Section 6 of said Agreement provides for the option to extend the term of the Agreement for one year; and

**WHEREAS**, the City of Fircrest desires to maintain these services; Now, Therefore,

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

**Section 1.** The City Manager is hereby authorized and directed to execute amendment #1 to the Professional Service Agreement with Olbrechts & Associates, PLLC, extending the term of the said agreement through December 31, 2021.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**AMENDMENT #1  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT WITH OLBRECHTS &  
ASSOCIATES, PLLC TO HEARING EXAMINER SERVICES**

This amendment is hereby made and entered into this 10<sup>th</sup> day of November 2020 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Olbrechts & Associates, PLLC, hereinafter referred to as “Consultant.”

**WITNESSETH:**

**1. Purpose**

The purpose of this first amendment is to amend the May 14, 2019 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the May 14, 2019 agreement shall remain in full force and effect. The amendment is as follows:

2. Section 6 is hereby amended to read as follows:

**Term of Agreement:** This agreement shall be in effect from January 1, 2021, to December 31, 2021, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) day’s written notice to the other party.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in duplicate, each of which shall be deemed as originals, in the year and day first above mentioned.

**CITY OF FIRCREST**

**OLBRECHTS & ASSOCIATES, PLLC**

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
City Attorney

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:**       **Sound Inspection LLC Contract Amendment**

**ITEM: 13I**

**FROM:**               **Angelie Stahlnecker, Planning & Building Administrator**

---

**RECOMMENDED MOTION:**   **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an amendment to the contract for building official services with Sound Inspection LLC in 2021.**

---

**PROPOSAL:** The Council is being asked to adopt a resolution amending the professional service agreement with Sound Inspection LLC extending the term of said Agreement through December 31, 2021.

**FISCAL IMPACT:** There is no change to the contract amount.

**ADVANTAGE:** The City needs a qualified professional to serve as the building official. Sound Inspection LLC has existing knowledge of Fircrest and extensive experience and the required qualifications.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City could consider another firm with equivalent experience.

**HISTORY:** Plan review and inspection services are mandated functions of the Building Division under the requirements of the International Building Code. The City has had a relationship with Sound Inspections LLC since 2003.

**ATTACHMENTS:** [Resolution Amendment](#)

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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AMENDMENT TO THE  
PROFESSIONAL SERVICE AGREEMENT WITH SOUND  
INSPECTION LLC FOR THE PURPOSE OF EXTENDING THE  
TERM OF SAID AGREEMENT.**

**WHEREAS**, the City of Fircrest has a need for a building official, to provide building inspection and plan review services for the City; and

**WHEREAS**, the term of said Agreement will expire on December 31, 2020; and

**WHEREAS**, Section 3 of said Agreement provides for the option to extend the term of the Agreement for one year; and

**WHEREAS**, the City of Fircrest desires to maintain these services; Now, Therefore,

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

**Section 1.** The City Manager is hereby authorized and directed to execute an amendment to the Professional Service Agreement with Sound Inspection LLC, extending the term of the said agreement through December 31, 2021.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of November  
2020.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**AMENDMENT #8  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT WITH SOUND INSPECTION  
LLC TO PROVIDE BUILDING OFFICIAL SERVICES**

This amendment is hereby made and entered into this 10<sup>th</sup> day of November 2020 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Sound Inspection LLC, hereinafter referred to as “Consultant.”.

**WITNESSETH:**

**1. Purpose**

The purpose of this eighth amendment is to amend the November 27, 2012 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the November 27, 2012 agreement and subsequent amendments shall remain in full force and effect. The amendment is as follows:

2. Section 3 is hereby amended to read as follows:

**Term:** The term of this Agreement shall be from January 1, 2021, until December 31, 2021, and may be extended or modified by mutual consent of the parties.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in duplicate, each of which shall be deemed as originals, in the year and day first above mentioned.

**CITY OF FIRCREST**

**SOUND INSPECTION LLC.**

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
City Attorney



**NEW BUSINESS:** Summit Law Contract Amendment  
**ITEM 13J**

**FROM:** Scott Pingel, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute Amendment #14 to the professional services agreement with Summit Law for personnel legal services.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute the fourteenth amendment to the professional services agreement with Summit Law Group to extend the date of the agreement to December 31, 2021, and update the schedule of rates. Summit Law can provide personnel services to Fircrest should the need arise.

**FISCAL IMPACT:** The 2021 rate for the City's primary counsel, John Lee, will increase by \$5 to \$290 per hour. Mr. Lee has extensive labor and employment experience, including bargaining. Funds are available in the Personnel Professional Services and Special Legal Counsel line items for any expenditure.

**ADVANTAGE:** Extending this agreement will provide continuity of service for any needs in 2021. Summit Law attorneys have worked with Fircrest in the past and have provided excellent service.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** None identified.

**HISTORY:** Summit Law Group has provided Fircrest with legal services since December 2007. Their attorneys have worked with Fircrest on personnel matters, labor negotiations, and arbitration services.

**ATTACHMENTS:** [Resolution](#)  
[Contract Amendment](#)

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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT #14 TO THE  
AGREEMENT WITH SUMMIT LAW GROUP TO PROVIDE  
PERSONNEL LEGAL SERVICES.**

**WHEREAS**, the City of Fircrest has contracted with Summit Law Group for specialized personnel services; and

**WHEREAS**, the firm of Summit Law Group has provided such services; and

**WHEREAS**, the City desires to maintain continuity in the personnel process. 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 this amendment to the agreement with Summit Law Group to extend the term of the agreement through December 31, 2021 and to update the schedule of rates.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**AMENDMENT #14  
TO THE CITY OF FIRCREST**

**PROFESSIONAL SERVICES AGREEMENT WITH THE LEGAL FIRM OF  
SUMMIT LAW FOR PERSONNEL LEGAL SERVICES.**

This amendment is hereby made and entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Summit Law Group PLLC, hereinafter referred to as “Consultant”, to be effective January 1, 2021.

**WITNESSETH:**

**1. Purpose**

The purpose of this fourteenth amendment is to amend the December 11, 2007 agreement. This amendment is limited to the amendments as set forth herein. All remaining provisions of the December 11, 2007 agreement and the first amendment dated March 25, 2008, second amendment dated November 25, 2008, third amendment dated December 8, 2009, fourth amendment dated December 14, 2010, fifth amendment dated December 13, 2011, sixth amendment dated December 11, 2012, seventh amendment dated November 26, 2013 eighth amendment dated December 9, 2014, the ninth amendment dated November 24, 2015, the tenth amendment dated December 13, 2016, the eleventh amendment dated December 12, 2017, the twelfth amendment dated November 27, 2018, and the thirteenth amendment dated November 27, 2019 shall remain in full force and effect. The amendments are as follows:

**2. Term** is hereby amended to read as follows:

This Agreement is from January 1, 2021 through December 31, 2021. It may be terminated by either party upon 30-day written notice to the other party without any liability therefore, save and except that each party shall be required to make payments for work actually accomplished prior to the giving of said notice, it being the intent of the parties hereto that each party shall receive any and all consideration due under the terms and provisions hereof up to the date of the actual cessation of said agreement. If the City terminates the Agreement, the Consultant shall only be paid for work completed up to the time he receives the written notice of termination.

**3. Fee Schedule** is amended per Exhibit A 2021 Schedule of Current Rates.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in three counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

**CITY OF FIRCREST**

**SUMMIT LAW GROUP PLLC**

By: \_\_\_\_\_  
City Manager

By: 

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

\_\_\_\_\_  
City Clerk

**Summit Law Group PLLC  
Labor and Employment Group**

**2021 Public Hourly Rate Schedule**

<b>Attorneys</b>	<b>Public</b>
Otto Klein	\$360
Rodney Younker	\$360
Shannon Phillips	\$335
Beth Kennar	\$335
Kristin Anger	\$335
Sofia Mabee	\$335
Mike Bolasina	\$335
Seth Berntsen	\$335
Dan Swedlow	\$325
Quinn Oppenheim	\$320
John Lee	\$290
Rachael Curtis	\$280
Hathaway Burden	\$265
Laura Davis	\$265

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**DATE:** November 10, 2020

**ITEM:** 13K

**SUBJECT:** Resolution authorizing the City Manager to execute a Professional Services Agreement with Dude Solutions, Inc. for providing Asset Essential software subscription services.

**FROM:** Jerry Wakefield, Public Works Director

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute a Professional Services Agreement with Dude Solutions, Inc. for providing Asset Essential software subscription services.

---

### **PROPOSAL:**

Council is being asked to authorize the City Manager to execute a Professional Services Agreement with Dude Solutions, Inc. to provide Asset Essential software subscription services for the implementation of asset management and work order software to the public works department.

### **FISCAL IMPACT:**

The 2020 budget has allocated \$4500.00 from each department for a total of \$18,000 for this work. The contract proposal is for a total of \$16,447.10. This amount also provides for this service from now until the end of 2021. No additional budget is needed for this work in 2021. This total cost is to be within the budgeted amount for professional services for this department.

### **ADVANTAGES:**

Access to this software allows the Public works department to utilize our GIS system with works orders and asset management of our utility and road systems. This software provides for preparing work orders electronically and being more efficient in how we do work orders as well as track what we have done, both in time and money, but also maintenance and operation of each utility.

### **DISADVANTAGES:**

This is an annual subscription service that will need to be budgeted for each year. However, the annual costs are covered by all four departments and the efficiency of the work orders and asset management documentation will offset the cost. The projected annual cost is \$9414.60 or \$2353.65 per department.

**ALTERNATIVES:**

Not to implement this system and stay with our outdated work order and no asset management system without the ability to track work items and costs associated with those.

**HISTORY:**

Public Works began looking into upgrading our work orders and asset management efforts in 2018. With the GIS system active and being utilized, we looked at alternatives to incorporate the two together. Along with upgrading our cell phones so that also can be put to use in getting data to and from the field. Public Works staff looked at different software available and associated costs in doing this. In the Summer of 2019, we began working with Dude Solutions as their applications fit what we were looking for. Public Works budgeted for the software for the year 2020 and it was approved in that year's budget. Due to COVID-19 and staffing issues, implementing the acquisition of this was delayed until now. The current pricing reflects a 22% annual software discount through the KCDA Purchasing Cooperative which the City of Fircrest is a member.

**Attachment:** [Resolution](#)  
[Professional services contact and attachments](#)  
[Proposal](#)



**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
DUDE SOLUTIONS ASSET MANAGEMENT SERVICES**

**1. DATE AND PARTIES**

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

**2. PROJECT DESIGNATION**

The Consultant is retained by the City to perform services in connection with the project designated as Fircrest Asset Management services.

**3. SCOPE OF SERVICES**

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

**4. ASSIGNMENT**

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

**5. NON-WAIVER**

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

**6. TERMS OF AGREEMENT**

Notwithstanding, the date of execution hereof, this Agreement shall be in effect November 10, 2020 to December 31, 2021, and may be renewed yearly thereafter. Termination of this Agreement shall be in accordance with Section 6.0 Term and Termination of the Consultant’s subscription agreement.

**7. PAYMENT**

Upon receipt of an invoice from the Consultant, payments shall be made no later than thirty (30) days after the receipt of the applicable invoice. Each invoice shall reference the work performed.

**8. PERFORMANCE AND STANDARDS**

Consultant shall perform its work to conform to generally accepted professional standards. The City’s exclusive remedy shall be the Consultant’s reperformance of the applicable professional services.

**9. HOLD HARMLESS, DEFENSE, AND INDEMNITY**





of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

**16. COMPLIANCE WITH CITY POLICY**

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

**17. TAXES**

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

**18. DAMAGE BY VANDALISM OR ACTS OF GOD**

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

**19. SAFETY REQUIREMENT**

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

**20. NON-DISCRIMINATION**

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

**21. SEVERABLE PROVISIONS**

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

**22. INTEGRATED AGREEMENT**

This agreement, together with attachments or addenda, including the Consultant's subscription agreement attached hereto as Exhibit B and incorporated herein, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Scott Pingel, City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



## EXHIBIT A

### Dude Solutions Quote and Statement of Work

Consultant's quote follows on the next page and is Exhibit A.

Remainder of page left intentionally blank.

## EXHIBIT B

### CONSULTANT'S SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Service (as defined below) provided by Dude Solutions, Inc. (together with its affiliates, successors and assigns, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

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 THE TERMS AND CONDITIONS OF THIS AGREEMENT, 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 THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

#### Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

- 1.1 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.
- 1.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).
- 1.3 "Account User" means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.
- 1.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.5 "Annual Fee" means the annual fee invoiced to Subscriber by DSI (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if Subscriber purchases a Connector Toolkit, the API.
- 1.6 "API Toolkit" or "API" means DSI's proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI's sole discretion.
- 1.7 "Beta Services" means DSI Services or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

1.8 “Connector Toolkit” means DSI’s add-on module that (i) enables DSI’s Subscribers to integrate (import/export) Subscriber Data with the Service in batch-mode or real-time, and (ii) consists of the “Connector Tool”, which is a client-side executable program installed locally on Subscriber’s computer, and the API.

1.9 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information 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, (iii) 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.

1.10 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.11 “Community Development Services” means the SmartGov, ATS and ASMi software application(s) subscribed to by Subscriber pursuant to the Agreement, Documentation or Order Form. For avoidance of doubt, Community Development Services applies only to Subscriber’s production instance and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

1.12 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 “DSI Data” means all data, information and other content provided by or on behalf of DSI Subscribers to any of the DSI Services.

1.14 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.15 “Implementation, Training and Support Program” or “ITSP” means DSI’s comprehensive implementation, training and support program provided to DSI’s Subscribers with respect to the Service.

1.16 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work

applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.17 “Order Form” means DSI’s ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. Entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party.

1.18 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on [www.dudesolutions.com](http://www.dudesolutions.com).

1.19 “Service” means DSI’s suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components.

1.20 “Subscriber” means the legal entity identified on the Account.

1.21 “Subscriber Data” means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

1.22 “Third Party” means a party other than Subscriber or DSI.

## **Section 2.0 Use of the Service and the API; Proprietary Rights**

### **2.1 Use of the Service and the API.**

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP (Implementation, Training and Support Program), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Subscriber is purchasing the right to use the Connector Toolkit, DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain,

promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and the API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, the API or any DSI data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service;

(f) *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall provide at least thirty (30) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service or the API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g) *API Modifications.* DSI may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). DSI shall use reasonable efforts to provide notice to Subscriber of any such API Modifications as soon as reasonably practical. Subscriber acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Subscriber Applications), including but not limited to



causing such applications not to operate as designed. DSI shall have no liability of any kind to Subscriber or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage.* DSI may limit or suspend Subscriber's usage of or access to the API if, in DSI's sole discretion, Subscriber or Subscriber's use of the API are adversely affecting the performance or operation of the API or the Service. DSI shall use reasonable efforts to provide notice to Subscriber of any such actions as soon as reasonably practical.

(i) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(j) *Beta Services.* From time to time, DSI may make Beta Services available to Subscribers at no charge. Subscriber may choose to try such Beta Services or not in its sole discretion. Use of the Beta Services is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Services at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Services availability at any time in its sole discretion without notice. NOTWITHSTANDING THE DISCLAIMER OF WARRANTIES IN SECTION 7.2(b) AND INDEMNIFICATION IN SECTION 7.3, BETA SERVICES AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI'S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED SHALL NOT EXCEED \$500.00.

## 2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Services and DSI's performance hereunder to grow DSI's business, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-identification cannot be traced back to Subscriber.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All

confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

### **Section 3.0 DSI Responsibilities**

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.

3.2 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

#### **3.3 Service Levels.**

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM to 10:00 PM EST.

(b) DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3. Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI). At all times during the Subscription term and upon written request of Subscriber within thirty (30)

days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

#### **Section 4.0 Third Party Interactions**

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites. The limitations of liability shall apply to all Third Party Interactions.

#### **Section 5.0 Annual Fees**

5.1 Annual Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI (as DSI's collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI (as DSI's collection agent) shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

## **Section 6.0 Term and Termination**

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the "Term"). The initial term of the Service subscription shall be set forth on the Order Form (the "Initial Term"). Thereafter, the Service subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

6.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to suspend Subscriber's access and use of the Service, the API (if applicable) and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund in accordance with the following: (i) if DSI receives Subscriber's written notice of termination within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the "Initial Year Subscription Fee"); (ii) if DSI receives Subscriber's written notice of termination during the Initial Term but after the first sixty (60) days thereof, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination). For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

## **Section 7.0 Representations, Warranties and Disclaimers**

7.1 Representations. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

### 7.2 Warranties.

(a) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty, Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(b) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.

### 7.3 Indemnification.

(a) *Indemnity by DSI*. DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted

under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or the API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY SUBSCRIBER TO PROVIDER (INCLUDING PAYMENTS TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.0.

## **Section 8.0 Confidentiality**

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the 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.

8.2 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 shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

## **Section 9.0 Miscellaneous**

9.1 Compliance with Laws. Subscriber will comply with all laws and applicable government rules and regulations insofar as they apply to Subscriber in its performance of this Agreement's rights and obligations.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hyperlink located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of Washington, without regard to the principles of conflict of laws. Each of DSI and Subscriber 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.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or

interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed to notice@dudesolutions.com or Dude Solutions, Inc., Attn: Legal Department, 11000 Regency Parkway, Suite 110, Cary NC 27518

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service 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 signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.14 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.



9.16 Modifications. DSI may revise the terms of this Agreement only by written instrument signed by both DSI and Subscriber.

[Remainder of page intentionally left blank; signature page to follow]



IN WITNESS WHEREOF, the undersigned have executed this Agreement.

**City Of Firecrest**

**Dude Solutions, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

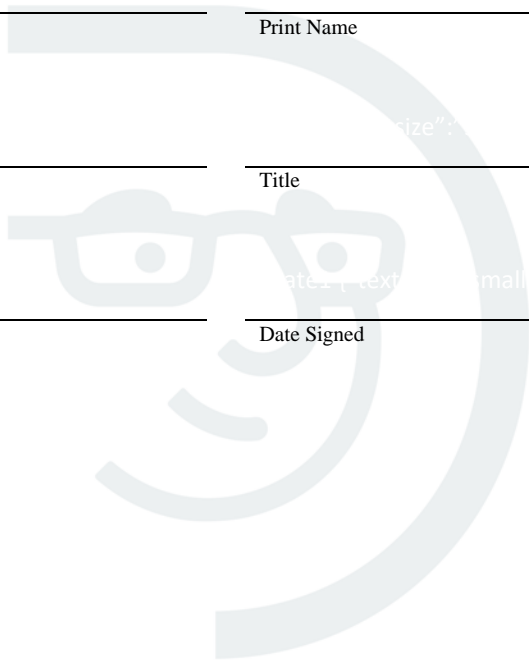
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Date Signed

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Date Signed





**PREPARED FOR**

City Of Fircrest

Jerry Wakefield  
Public Works Director  
120 Ramsdell Street  
Fircrest, WA 98466

**PREPARED BY**

Dude Solutions, Inc.

**PUBLISHED ON**

October 22, 2020



**Pricing is based on...**

<b>Solutions - Subscription</b>	
Asset Essentials Enterprise	
- Streets/Signs/Sidewalks Module	
- Storm Water Module	
- Water Distribution and Waste Water Collection Module	
Dude Analytics	
Asset Essentials Inventory	
Asset Essentials Inventory	
<b>Subscription Term:</b> 14 months 2 months included at no additional cost	<b>Subtotal:</b> \$9,414.60
<b>Implementation &amp; Services</b>	
Virtual Consulting Service for 5.0 days	
	<b>Subtotal:</b> \$7,032.50
<b>Total Initial Investment</b>	<b>\$16,447.10 USD</b>

Pricing reflects 22% annual discount through KCDA contract #AEPA 020-D

Pricing for the First Renewal Term is \$9,415.00.



## Legendary Support Team

Your subscription entitles you to world class support from the Legendary Support Team. From 8 am – 6 pm EST, we're standing by ready to assist with any feature/functionality questions. We promise a live person will answer your call within 3 rings and quickly direct you to a knowledge Advisor. We're committed to responding to all emails sent to [support@dudesolutions.com \(mailto:support@dudesolutions.com\)](mailto:support@dudesolutions.com), within one hour. If you prefer to keep a support dialogue open at your work station, our Advisors are also available via Chat. The Legendary Support Team is dedicated to your success. Our mission is to effectively communicate, efficiently resolve problems, and delight clients with every interaction.

## Client Success Team

You have partnered with Dude Solutions because you believe we will deliver overwhelming value to you and your organization. Our Client Success team is dedicated to ensuring you meet the outcomes you and your organization expect by implementing our solutions. You will have the opportunity to work with a member of our Client Success team on an ongoing basis. Your Client Success Representative will be strategic in their efforts to drive results, keeping your success as their primary goal.



## Virtual Consulting Services - Statement of Work

### Purpose

Dude Solutions' (DSI) virtual consulting service is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient deliverables to aid their utilization and achieve a faster ROI. This may include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

### Value

By partnering with Dude Solutions, you are provided expert guidance in the best practice configuration and usage of your Dude Solutions applications. You will experience faster time to value. Focused virtual consulting services allow a client to focus on their day to day operations and let us take on the burden of one-time tasks related to data, configuration and training. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to their new Dude Solutions application or adoption of new functionality.

### Deliverables

The following list is of categories of outcomes that can be achieved through. The specific deliverables included in your service will be documented and presented to you by your Project Coordinator. If additional services are requested, a new Consulting Services SOW may be required. Virtual services are delivered in a minimum of 2 hour increments, or until the desired outcome is reached.

#### Discovery:

- Virtual Interviews and requirements gathering of current process and desired outcomes. Virtual sessions to review desired outcomes and change management process around configured data, categorizations, end-user provided values and reporting needs.

#### Data Loading and Account Configuration:

- Data Loading of Pick List values or primary record data (e.g. work orders, events, PM schedules) in your applications. Reviewing, removing duplicates, making recommendations for best alignment of data categories and aligning with DSI Import templates for inclusion in your solution.

#### User Training:

- Administrator and/or Role based user training to include functions associated to specific role permissions. Including maintaining current data in your account, basic or advanced workflow function and non-administrators' recurring activity regarding creation and processing of records.



\*\* Service outcomes may be dependent on the version of the solution the client owns. Verify that your desired outcomes can be achieved with your current application subscription.

### **Evaluation**

At the conclusion of the service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the service. Ongoing communication until the project is complete will be through your Basecamp project if the service is incorporated into a larger implementation project, or via email.

### **Client Assumptions**

- Data should be provided in an Excel or CSV format in one sheet or workbook with unique records in each row. Multi-tab spreadsheets or multiple rows of data per record will not import successfully and will require additional services. DSI cannot access or extract data from other systems or locations.
- Not all data from a legacy system or database will have a one for one match in your DSI solutions. We will work with the client to determine the best approach to capture and map this data.
- Client is responsible for providing login information ahead of time to users, as well as provide devices where the mobile app(if applicable) or web browser is downloaded and up to date.
- Client is responsible for troubleshooting any issues related to their IT infrastructure including network and device management.
- The client will schedule time for the appropriate resources to be available to the consultant for the duration of any confirmed virtual meeting(s). The success of this process is dependent on the attendance and responsiveness of the key stakeholders.
- Client will verify with their DSI Project Coordinator that they have the correct versions of applications to allow for requested changes to their data or account configuration.
- The client will also provide a dedicated room or area with adequate technology for successful virtual training, including but not limited to monitor/projector, computers/tablets and wireless internet access.
- Client acknowledges rescheduling or cancelling services within 2 weeks of the confirmed date will require rescheduling based on current availability which may result in delays to the larger implementation project.

### **Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 20GB of data. Data storage that exceeds 20GB may subject to an additional fee of \$500 per year per additional 20GB of storage

**Proposal terms**

- Proposal has been prepared for City Of Fircrest ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 14 months

**Order Form terms**

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.

**Additional information**

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to [accountsreceivable@dudesolutions.com](mailto:accountsreceivable@dudesolutions.com) (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-143027 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 400, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.







## Signature

Presented to:

Q-143027

October 22, 2020, 10:55:06 AM

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**

