

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, MARCH 8, 2022
7:00 P.M.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. Community Center and Pool Project Update
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Administration
 - B. Environmental, Planning, and Building
 - C. Finance, IT, Facilities
 - D. Other reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers/payroll checks](#)
 - B. Approval of Minutes: [February 1, 2022, Planning Commission Joint Meeting](#)
[February 22, 2022, Study Session](#)
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Resolution: Readerboard Project Award](#)
 - B. [Resolution: Approval of S&B, Inc. as the Sole Provider of the City's SCADA System](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

Join the Zoom *Dial-in Information:* 1-253-215-8782 *Webinar ID:* 838 2218 0448 *Password:* 312044

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
26449	03/08/2022	03/08/2022	9477	Bricks R Us	596.23 P#64 Additional Bricks for Rec Center Building
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capit	596.23 P#64 Additional Bricks for Rec Center Building
26385	03/08/2022	03/08/2022	6018	Canon Financial Services Inc	723.98 Copier/Fax Rental - Feb 2022 CH, Parks/Rec, Court, PW, Police
	512 50 45 00	Oper Rentals - Copier - Cou	001 000 512	General Fund	141.08 Copier/Fax Rental - Feb 2022 Court
	518 10 45 00	Oper Rentals - Copier - Non	001 000 518	General Fund	141.08 Copier/Fax Rental - Feb 2022 City Hall
	521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	159.67 Copier/Fax Rental - Feb 2022 Police
	531 50 45 00	Oper Rentals - Copier - Stor	415 000 531	Storm Drain	35.27 Copier/Fax Rental - Feb 2022 PW
	534 10 45 02	Oper Rentals - Copier - Wat	425 000 534	Water Fund (dep	35.27 Copier/Fax Rental - Feb 2022 PW
	535 10 45 00	Oper Rentals - Copier - Sew	430 000 535	Sewer Fund (dep	35.27 Copier/Fax Rental - Feb 2022 PW
	542 30 45 00	Oper Rentals - Copier - Stre	101 000 542	City Street Fund	35.28 Copier/Fax Rental - Feb 2022 PW
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571	General Fund	126.96 Copier/Fax Rental - Feb 2022 Parks/Rec
	576 80 45 00	Oper Rentals - Copier - Park	001 000 576	General Fund	14.10 Copier/Fax Rental - Feb 2022 Parks/Rec
26446	03/08/2022	03/08/2022	7374	Celis, Victor	21.86 Soda/Water for Dept Meeting
	521 22 49 00	Miscellaneous - Police	001 000 521	General Fund	21.86 Soda/Water for Dept Meeting
26386	03/08/2022	03/08/2022	5805	CenturyLink (Lumen LD)	44.58 Long Distance Access & Usage - Feb 2022
	518 10 42 00	Communication - Non Dept	001 000 518	General Fund	44.58 Long Distance Access & Usage - Feb 2022
26387	03/08/2022	03/08/2022	3994	CenturyLink	1,309.18 Telecommunications - Feb 2022
	518 10 42 00	Communication - Non Dept	001 000 518	General Fund	77.45 City Hall Prim 911 02/2022
	518 10 42 00	Communication - Non Dept	001 000 518	General Fund	77.45 Message Line CH 02/2022
	518 10 42 00	Communication - Non Dept	001 000 518	General Fund	77.45 CH Alarm 02/2022
	518 10 42 00	Communication - Non Dept	001 000 518	General Fund	449.18 Circuit Line/PRI Line 02/2022
	518 10 42 00	Communication - Non Dept	001 000 518	General Fund	155.34 Direct Inward Dial 02/2022
	521 22 42 00	Communication - Police	001 000 521	General Fund	176.65 Police BA/Modem 02/2022
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain	38.73 PW Alarm Line/Prim 911 02/2022
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain	18.94 PW - Fax 02/2022
	534 10 42 00	Communication - Water	425 000 534	Water Fund (dep	38.72 PW Alarm Line/Prim 911 02/2022
	534 10 42 00	Communication - Water	425 000 534	Water Fund (dep	32.50 PW DSL/Telemetry 02/2022
	534 10 42 00	Communication - Water	425 000 534	Water Fund (dep	18.94 PW- Fax 02/2022
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (dep	38.72 PW Alarm Line/Prim 911 02/2022
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (dep	32.50 PW DSL/Telemetry 02/2022
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (dep	18.94 PW - Fax 02/2022
	542 30 42 00	Communication - Street	101 000 542	City Street Fund	38.72 PW Alarm Line/Prim 911 02/2022
	542 30 42 00	Communication - Street	101 000 542	City Street Fund	18.95 PW - Fax 02/2022

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26445	03/08/2022	03/08/2022	331 Cheesman, John G	67.46	Pizza for Dept Remembrance Event (Wellness)
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	67.46	Pizza for Dept Remembrance Event (Wellness)
26388	03/08/2022	03/08/2022	4315 Cities Insurance Assoc of WA	1,000.00	Insurance Deductible - 1/2/22 Ali*C1912
	518 30 46 01	Insurance Deductible	001 000 518 General Fund	1,000.00	Insurance Deductible - 1/2/22 Ali*C1912
26389	03/08/2022	03/08/2022	8867 Continental Western Corporation	704.88	Rawhide Work Gloves for Crew (36)
	531 50 20 01	Contract Benefits - Storm	415 000 531 Storm Drain	176.22	Rawhide Work Gloves for Crew (36)
	534 10 20 01	Contract Benefits - Wtr Adm	425 000 534 Water Fund (de	176.22	Rawhide Work Gloves for Crew (36)
	535 10 20 01	Contract Benefits - Swr Adm	430 000 535 Sewer Fund (de	176.22	Rawhide Work Gloves for Crew (36)
	542 30 20 01	Contract Benefits - Street Re	101 000 542 City Street Fund	176.22	Rawhide Work Gloves for Crew (36)
26390	03/08/2022	03/08/2022	7918 Contreras, Alejandra	150.00	Spanish Interpreting (2 Hrs) 2A003136,
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	150.00	Spanish Interpreting (2 Hrs) 2A003136, 2A0023137
26468	03/01/2022	03/08/2022	3573 Copiers Northwest Inc	289.08	Copier Usage February 2022 - City Hall, Court, Parks / Rec, Public Works
	512 50 45 00	Oper Rentals - Copier - Cou	001 000 512 General Fund	26.03	Court 02/2022
	518 10 45 00	Oper Rentals - Copier - Non	001 000 518 General Fund	169.03	City Hall 02/2022
	531 50 45 00	Oper Rentals - Copier - Stor	415 000 531 Storm Drain	23.51	PW 02/2022
	534 10 45 02	Oper Rentals - Copier - Wat	425 000 534 Water Fund (de	23.50	PW 02/2022
	535 10 45 00	Oper Rentals - Copier - Sew	430 000 535 Sewer Fund (de	23.50	PW 02/2022
	542 30 45 00	Oper Rentals - Copier - Stre	101 000 542 City Street Fund	23.51	PW 02/2022
26451	03/08/2022	03/08/2022	9885 Dande Company	98.89	Life Saving Award - Gollinger and Villamor
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	98.89	Life Saving Award - Gollinger and Villamor
26484	03/02/2022	03/08/2022	3589 Databar Inc	1,232.56	Town Topics February 2022
	518 10 49 01	Town Topics/Citizen Commu	001 000 518 General Fund	1,232.56	Town Topics 02/2022
26391	03/08/2022	03/08/2022	6995 Endicott, Cynthia J.	220.50	Gentle Hatha Yoga Instructor Fees - Jan 2022
	571 20 49 06	Instructor Fees	001 000 571 General Fund	220.50	Gentle Hatha Yoga Instructor Fees - Jan 2022
26392	03/08/2022	03/08/2022	6995 Endicott, Cynthia J.	42.00	Chair Yoga Instructor Fees - Jan 2022
	571 20 49 06	Instructor Fees	001 000 571 General Fund	42.00	Chair Yoga Instructor Fees - Jan 2022
Total Endicott, Cynthia J.				262.50	

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26384	02/26/2022	03/08/2022	3417 Estate of Beverley Reitan	34.93	12-00490.4 - 4501 60TH AVE W
	343 50 00 00		Sewer Revenues 430 000 340 Sewer Fund (de)	-34.93	
26426	03/08/2022	03/08/2022	3638 Fircrest Golf Club	1,326.71	Land Rental for Water Tank on Golf Course Property - Mar 2022
	534 10 45 01		Land Rental/Water Tank 425 000 534 Water Fund (de)	1,326.71	Land Rental for Water Tank on Golf Course Property - Mar 2022
26490	03/03/2022	03/08/2022	9338 Fuelman Fleet Program	2,792.66	Gas / Fuel February 2022
	548 65 31 06		Facilities Gas 501 000 548 Equipment Rent	99.14	Facilities 02/2022
	548 65 31 08		Police Gas 501 000 548 Equipment Rent	1,680.03	Police 02/2022
	548 65 31 11		Parks/Rec Gas 501 000 548 Equipment Rent	163.66	Parks 02/2022
	548 65 31 12		Street Gas 501 000 548 Equipment Rent	420.19	Street 02/2022
	548 65 31 14		Wtr/Swr Gas 501 000 548 Equipment Rent	429.64	W / S 02/2022
26487	03/02/2022	03/08/2022	6325 GeoEngineers Inc	1,082.45	P#64 Community Center Prof. Services 1/15/22 to 2/18/22
	594 76 62 03		Buildings & Structures 301 000 594 Park Bond Capit	1,082.45	P#64 Community Center Prof. Services 1/15/22 to 2/18/22
26469	03/01/2022	03/08/2022	6774 Greenleaf Landscaping 1 Inc	4,823.25	Monthly Landscape Service February 2022
	518 30 41 01		Contract Maintenance 001 000 518 General Fund	3,626.40	Monthly Landscape Service 02/2022
	542 80 49 03		Beautification Services (cont) 101 000 542 City Street Fund	1,196.85	Monthly Landscape Service 02/2022
26393	03/08/2022	03/08/2022	3692 Home Depot Credit Services	14.27	Parts for Desk Repair
	518 30 31 04		Oper Sup/CH 001 000 518 General Fund	14.27	Parts for Desk Repair
26394	03/08/2022	03/08/2022	3692 Home Depot Credit Services	17.41	Vacuum Repair Parts
	518 30 31 04		Oper Sup/CH 001 000 518 General Fund	17.41	Vacuum Repair Parts
26478	03/02/2022	03/08/2022	3692 Home Depot Credit Services	12.10	Janitorial Supplies - City Hall
	518 30 31 04		Oper Sup/CH 001 000 518 General Fund	12.10	Janitorial Supplies - CH
			Total Home Depot Credit Services	43.78	
26472	03/01/2022	03/08/2022	4131 Humane Society - Tacoma	688.50	March 2022 Boarding Contract
	554 30 41 00		Animal Control 001 000 554 General Fund	688.50	03/2022 Boarding Contract

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26459	03/01/2022	03/08/2022	8773 Kassel & Associates, Inc.	154,738.75	P#64 Community Center Progress through 1/31/2022
	594 76 62 03	Buildings & Structures	301 000 594	154,738.75	P#64 Community Center Progress through 1/31/2022
26481	03/02/2022	03/08/2022	9860 Ledger Square Law	10,366.96	City of Fircrest - City Prosecutor February 2022
	515 41 41 03	City Prosecutor	001 000 515	10,366.96	City of Fircrest 02/2022
26482	03/02/2022	03/08/2022	9860 Ledger Square Law	2,832.00	City of Ruston - City Prosecutor February 2022
	515 41 41 03	City Prosecutor	001 000 515	2,832.00	City of Ruston - City Prosecutor 02/2022
			Total Ledger Square Law	13,198.96	
26462	03/01/2022	03/08/2022	7976 Norquist, Jonathan	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	67.00	Library Reimbursement 1 Year
26423	03/08/2022	03/08/2022	3923 Orca Pacific Inc	989.96	Chlorine (200 Gallons) and Hydrochloric Acid (30 Gallons) for Pool
	576 20 31 01	Pool Supplies-Chemicals	001 000 576	989.96	Chlorine (200 Gallons) and Hydrochloric Acid (30 Gallons) for Pool
26466	03/01/2022	03/08/2022	3923 Orca Pacific Inc	569.25	Chlorine For Wells (150 Gallons)
	534 80 31 03	Oper Supplies - Chlorine	425 000 534	569.25	Chlorine for Wells (150 Gallons)
			Total Orca Pacific Inc	1,559.21	
26458	03/01/2022	03/08/2022	3958 PC Budget & Finance - Jail	5,989.45	January 2022 Jail Services
	523 60 40 01	Jail	001 000 523	5,989.45	01/2022 Jail Services
26404	03/08/2022	03/08/2022	3959 PC Budget & Finance - Weeds	306.77	2022 Noxious Weed Control - Conservation District (28 Parcels)
	518 10 49 00	Miscellaneous - Non-Dept	001 000 518	306.77	2022 Noxious Weed Control - Conservation District (28 Parcels)
26483	03/02/2022	03/08/2022	3957 PC Budget & Finance	3,050.25	Salt Brine (5,000 Gallons) January 2022
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	3,050.25	Salt Brine (5,000 Gallons) 01/2022
26396	03/08/2022	03/08/2022	8626 Pacific Office Automation Inc	135.88	Postage Meter Rental - Mar 2022
	518 10 42 01	Postage - Non-Dept	001 000 518	135.88	Postage Meter Rental - Mar 2022

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26403	03/08/2022	03/08/2022	4680 Parametrix Engineering	2,210.00	P#66 Professional Services through 1/29/22
	594 31 63 01	Project Engineering-Storm C	416 000 594 Storm Improven	2,210.00	P#66 Professional Services through 1/29/22
26471	03/01/2022	03/08/2022	5710 Rainier Connect, Mashell Telecom	274.05	Internet Access Fee City Hall March 2022, Internet and Phone Pool/Bathroom March 2022
	518 81 42 00	Communication - I/S	001 000 518 General Fund	106.95	Internet City Hall - 03/2022
	518 81 42 00	Communication - I/S	001 000 518 General Fund	113.55	Internet Pool/Bathroom - 03/2022
	576 80 42 00	Communication - Parks	001 000 576 General Fund	53.55	Phone Svc - Pool/Bathroom - 03/2022
26448	03/08/2022	03/08/2022	8893 Right Systems INC	10,002.30	SAA #'s 1826 - 1832 (7) Laptops for Councilmembers (COVID-19 Expense)
	511 60 35 00	Small Tools & Equip - Legisl	001 000 511 General Fund	10,002.30	SAA #'s 1826 - 1832 (7) Laptops for Councilmembers (COVID-19 Expense)
26464	03/01/2022	03/08/2022	8893 Right Systems INC	603.90	P#64 Community Center Network Equipment
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capit	603.90	P#64 Community Center Network Equipment
			Total Right Systems INC	10,606.20	
26405	03/08/2022	03/08/2022	6823 Robblee's Total Security Inc	15.18	Keys for Bathrooms at Whittier (4)
	518 30 31 05	Oper Sup/Park Struct	001 000 518 General Fund	15.18	Keys for Bathrooms at Whittier (4)
26489	03/02/2022	03/08/2022	4026 S & B Inc	1,062.60	Emergency Repair on Contra Costa L/S 2/24/22
	535 50 48 00	Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (de	1,062.60	Emergency Repair on Contra Costa L/S 2/24/22
26406	03/08/2022	03/08/2022	4035 Sarco Supply	615.78	P#64 Community Center Floor Stands for Sanitizer Dispenser (4)
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capit	615.78	P#64 Community Center Floor Stands for Sanitizer Dispenser (4)
26407	03/08/2022	03/08/2022	4035 Sarco Supply	74.68	Janitorial Supplies - Public Works
	518 30 31 03	Oper Sup/PWF	001 000 518 General Fund	74.68	Janitorial Supplies - PW
26408	03/08/2022	03/08/2022	4035 Sarco Supply	32.87	Kleenex (1 case)
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	32.87	Kleenex (1 case)
26409	03/08/2022	03/08/2022	4035 Sarco Supply	225.92	Hair & Body Soap Refills (3 cases)

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	576 20 31 02		Janitorial Supplies - Pool	001 000 576	General Fund	225.92	Hair & Body Soap Refills (3 cases)
26410	03/08/2022	03/08/2022	4035	Sarco Supply		162.05	Janitorial Supplies - PW
	518 30 31 03		Oper Sup/PWF	001 000 518	General Fund	162.05	Janitorial Supplies - PW
26411	03/08/2022	03/08/2022	4035	Sarco Supply		370.80	Janitorial Supplies - City Hall
	518 30 31 04		Oper Sup/CH	001 000 518	General Fund	370.80	Janitorial Supplies - City Hall
26412	03/08/2022	03/08/2022	4035	Sarco Supply		60.23	Janitorial Supplies - Parks
	518 30 31 05		Oper Sup/Park Struct	001 000 518	General Fund	60.23	Janitorial Supplies - Parks
26447	03/08/2022	03/08/2022	4035	Sarco Supply		132.00	P#64 Envirox Wall Dispensing System
	594 76 62 03		Buildings & Structures	301 000 594	Park Bond Capit	132.00	P#64 Envirox Wall Dispensing System
				Total Sarco Supply		1,674.33	
26413	03/08/2022	03/08/2022	4060	Sir Speedy		62.70	2022 Annual Car Show Poster (Updated Year Only)
	573 90 49 01		Community Events	001 000 573	General Fund	62.70	2022 Annual Car Show Poster (Updated Year Only)
26414	03/08/2022	03/08/2022	7308	SiteCrafting Inc		99.00	Monthly Hosting Cityoffircrest.net 2/15/22
	518 81 41 02		Web Design & Maintenance	001 000 518	General Fund	99.00	Monthly Hosting Cityoffircrest.net 2/15/22
26415	03/08/2022	03/08/2022	4065	Smith, Alling, P.S.		50.00	Judge Pro-Tempore - 2/16/22 (1 Hr)
	512 50 41 02		Prof Srvs - Pro Temp Judges	001 000 512	General Fund	50.00	Judge Pro-Tempore - 2/16/22 (1 Hr)
26424	03/08/2022	03/08/2022	4065	Smith, Alling, P.S.		100.00	Judge Pro-Tempore 2/23/22 - (2 Hrs)
	512 50 41 02		Prof Srvs - Pro Temp Judges	001 000 512	General Fund	100.00	Judge Pro-Tempore 2/23/22 - (2 Hrs)
				Total Smith, Alling, P.S.		150.00	
26470	03/01/2022	03/08/2022	4690	Sound Inspections		1,970.23	Inspections, Mileage and Calls February 2022
	524 20 41 01		Bldg Inspec/Plan Review	001 000 524	General Fund	1,970.23	Inspections, Mileage and Calls 02/2022
26455	03/01/2022	03/08/2022	4084	Staples Business Advantage		103.38	Police Supplies
	521 22 31 00		Office & Oper Sup - Police	001 000 521	General Fund	103.38	Police Supplies
26456	03/01/2022	03/08/2022	4084	Staples Business Advantage		18.02	Central Supplies

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518 10 34 01	Central Office Supplies		001 000 518 General Fund	18.02	Central Supplies
26457	03/01/2022	03/08/2022	4084 Staples Business Advantage	108.77	Police Supplies
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	108.77	Police Supplies
26479	03/02/2022	03/08/2022	4084 Staples Business Advantage	6.57	Cable Ties for Events
573 90 49 01	Community Events		001 000 573 General Fund	6.57	Cable Ties for Events
26480	03/02/2022	03/08/2022	4084 Staples Business Advantage	11.87	Recreation Supplies
571 10 31 00	Office Supplies - Rec		001 000 571 General Fund	11.87	Recreation Supplies
Total Staples Business Advantage				248.61	
26465	03/01/2022	03/08/2022	4087 Star Rentals	1,321.71	Manlift to Remove Christmas Lights
542 80 31 01	Operating Supplies - St Bea		101 000 542 City Street Fund	1,321.71	Manlift to Remove Christmas Lights
26416	03/08/2022	03/08/2022	4088 State Auditor's Office	7,134.00	2020 Audit #44128 - Jan 2022 (61.5 Hrs)
518 10 41 01	Biennial Audit - Non Dept		001 000 518 General Fund	7,134.00	2020 Audit #44128 - Jan 2022 (61.5 Hrs)
26463	03/01/2022	03/08/2022	4107 Summit Law Group	352.00	Legal Consulting - January 2022
515 41 41 02	Special Legal Counsel		001 000 515 General Fund	352.00	Legal Consulting - 01/2022
26461	03/01/2022	03/08/2022	4110 Superior Linen Service	100.62	Linen Service 2/10/22 and 2/24/22
576 20 49 02	Miscellaneous - Pool		001 000 576 General Fund	100.62	Linen Service 2/10/22 and 2/24/22
26476	03/02/2022	03/08/2022	9888 T-Mobile (Cell Phone Bill)	672.06	City Cell Phones & Air Cards - January 2022, February 2022 (Includes Credit of \$1,610 for Old Phones Turned In)
513 10 42 00	Communication - Admin		001 000 513 General Fund	23.55	City Manager 01/2022, 02/2022
518 30 42 00	Communication - Fac/Equip		001 000 518 General Fund	34.98	Maint. Lead and MW 01/2022, 02/2022
521 22 42 00	Communication - Police		001 000 521 General Fund	420.43	Chief, 2 Sergeants, 6 Officers 01/2022, 02/2022
524 20 42 00	Communications- Bldg		001 000 524 General Fund	8.73	P&B 01/2022, 02/2022
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	30.79	PW Director, Air Card, 5 Crew 01/2022, 02/2022
534 10 42 00	Communication - Water		425 000 534 Water Fund (dep	30.79	PW Director, Air Card, 5 Crew 01/2022, 02/2022
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (dep	30.79	PW Director, Air Card, 5 Crew 01/2022, 02/2022
542 30 42 00	Communication - Street		101 000 542 City Street Fund	30.79	PW Director, Air Card, 5 Crew 01/2022, 02/2022
558 60 42 00	Communications - Planning		001 000 558 General Fund	8.74	P&B 01/2022, 02/2022
576 80 42 00	Communication - Parks		001 000 576 General Fund	52.47	P/R Director, Events, MW 01/2022, 02/2022

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26473	03/01/2022	03/08/2022	4120 Tacoma Daily Index	34.37	February 2022 Publications
	511 60 49 03		Codification Costs 001 000 511 General Fund	34.37	Ord. 1682 Passed
26417	03/08/2022	03/08/2022	4133 Tacoma Rubber Stamp	17.54	Name Plate - A Burkhart "Deputy City Clerk"
	511 60 31 00		Office & Oper Sup - Legisl 001 000 511 General Fund	17.54	Name Plate - A Burkhart "Deputy City Clerk"
26418	03/08/2022	03/08/2022	4135 Tacoma Screw Products Inc	30.61	Aluminum End Post for Pool/Bathhouse
	576 20 31 03		Oper Supplies - Pool 001 000 576 General Fund	30.61	Aluminum End Post for Pool/Bathhouse
26419	03/08/2022	03/08/2022	4139 Tapco Visa Card	1,015.63	Intex - 20' Prism Frame Oval Pool for Fish n Fun Annual Event
	573 90 49 01		Community Events 001 000 573 General Fund	1,015.63	Intex - 20' Prism Frame Oval Pool for Fish n Fun Annual Event
26425	03/08/2022	03/08/2022	4139 Tapco Visa Card	202.55	Lodging Deposit for ICMA Regional Conference 3/16/22 - 3/18/22 - S. Pingel
	513 10 43 00		Travel - Admin 001 000 513 General Fund	202.55	Lodging Deposit for ICMA Regional Conference 3/16/22 - 3/18/22 - S. Pingel
26454	03/01/2022	03/08/2022	4139 Tapco Visa Card	21.58	PCCAO Lunch Meeting 2/24/22 - S. Pingel
	513 10 43 00		Travel - Admin 001 000 513 General Fund	21.58	PCCAO Lunch Meeting 2/24/22 - S. Pingel
Total Tapco Visa Card				1,239.76	
26488	03/02/2022	03/08/2022	4164 U S Postal Service	265.00	Permit #236 Renewal 2022
	518 10 42 01		Postage - Non-Dept 001 000 518 General Fund	265.00	Permit #236 Renewal 2022
26450	03/08/2022	03/08/2022	5934 US Bank, City Hall Account	1,736.63	City Hall Purchases Thru 2/25/22
	511 60 35 00		Small Tools & Equip - Legisl 001 000 511 General Fund	39.60	Zoom Monthly Fee - Feb 2022 (COVID-19 Expense)
	512 50 31 00		Office & Oper Sup-Court 001 000 512 General Fund	258.10	Jotform Subscription 1/31/22 - 1/31/23
	514 23 31 00		Office & Oper Sup-Finance 001 000 514 General Fund	26.39	1099 NEC Tax Forms 2021
	514 23 49 01		Reg & Tuition - Finance 001 000 514 General Fund	35.00	MRSC Procurement Webinar Part 2 3/8/22 - Finance Dept
	514 23 49 01		Reg & Tuition - Finance 001 000 514 General Fund	140.00	MRSC 2021 Annual Financial Reporting Series 3/21 - 3/24 - Finance Dept
	517 90 31 01		Wellness Program - Supplie: 001 000 517 General Fund	37.78	Wellness Supplies
	517 90 31 01		Wellness Program - Supplie: 001 000 517 General Fund	96.59	Wellness Prizes
	518 10 42 01		Postage - Non-Dept 001 000 518 General Fund	179.00	Passport Postage

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:07:32 Date: 03/03/2022

As Of: 03/08/2022

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	8.95	Passport Postage
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	8.95	Passport Postage
518 10 49 04	Reg & Tuition - Non Dept		001 000 518 General Fund	75.00	BARS Cash Training - M Ryan
518 81 49 01	Software Licenses		001 000 518 General Fund	197.87	Adobe User Annual Fee 2/5/22 - 2/4/23 - S. Olivarez
518 81 49 01	Software Licenses		001 000 518 General Fund	554.40	Splashtop Software 1 Year - Fircrest Court
524 20 49 01	Reg & Tuition - Building		001 000 524 General Fund	39.00	Property Maint & Housing Inspector Guide - S Cappiello
558 60 49 01	Reg & Tuition - Planning		001 000 558 General Fund	40.00	Property Maint & Housing Inspector Guide - S Cappiello
26452	03/08/2022	03/08/2022	8482 US Bank, Police Department Account	22.00	Police Purchases Thru 2/25/22
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	22.00	When I Work Software 02/2022
26467	03/01/2022	03/08/2022	8483 US Bank, Public Works Dept Account	375.16	Public Works Charges through 2/25/22
517 90 31 01	Wellness Program - Supplie:		001 000 517 General Fund	85.43	Toilet Bowl Prize Luncheon
531 50 31 03	NPDES Public Outreach		415 000 531 Storm Drain	71.41	Certificates for 2022 Calendar Student Winners
531 50 49 00	Miscellaneous - Storm		415 000 531 Storm Drain	47.98	JotForm Subscription for PW 2/1/22 - 2/1/23
534 10 35 00	Small Tools & Equip - Water		425 000 534 Water Fund (de	26.40	Siphon to Transfer Chlorine Between Wells
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	47.98	JotForm Subscription for PW 2/1/22 - 2/1/23
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	47.98	JotForm Subscription for PW 2/1/22 - 2/1/23
542 30 49 01	Miscellaneous - Street		101 000 542 City Street Fund	47.98	JotForm Subscription for PW 2/1/22 - 2/1/23
26453	03/08/2022	03/08/2022	8484 US Bank, Recreation Dept Account	465.16	Recreation Purchases Thru 2/25/22
571 10 31 00	Office Supplies - Rec		001 000 571 General Fund	19.79	Meeting Notebook With Action Items
571 10 31 00	Office Supplies - Rec		001 000 571 General Fund	10.88	Hardcover Notebook Journal
571 10 31 01	Oper Supplies - Rec		001 000 571 General Fund	119.40	Annual Subscription to Canva Pro
571 10 31 01	Oper Supplies - Rec		001 000 571 General Fund	27.55	Tough Tote Storage Container
573 90 49 01	Community Events		001 000 573 General Fund	129.16	4' x 8' Vinyl Banner for Fish N Fun Event
573 90 49 01	Community Events		001 000 573 General Fund	75.87	Wooden Circles for Lights of Fircrest 2022 Event
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capit	82.51	P#64 Dry Box Monthly Rental 02/2022
26420	03/08/2022	03/08/2022	4178 University Place Refuse Inc	1,032.50	Drop Box Rental Jan - Feb 2022; Dump Fees Street
542 30 47 01	Dumping Fees - Street		101 000 542 City Street Fund	1,032.50	Drop Box Rental Jan - Feb 2022; Dump Fees Street
26460	03/01/2022	03/08/2022	4179 Unum Life Insurance Company of America	46.80	Retired Benefits March 2022
521 22 20 02	LEOFF I Long Term Care Pre		001 000 521 General Fund	46.80	Retired Benefits 03/2022
26474	03/02/2022	03/08/2022	9939 VCM Ventures LLC	60.97	05-02770.0 - 1103 PANORAMA DR
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-60.97	

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:07:32 Date: 03/03/2022

As Of: 03/08/2022

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
26475	03/02/2022	03/08/2022	3645 WEX BANK, Wright Express FSC	671.65	Gas / Fuel February 2022
	548 65 31 08	Police Gas	501 000 548	671.65	Equipment Rent Police 02/2022
26477	03/02/2022	03/08/2022	6884 WPTA	325.00	WPTA 2022 Annual Conference Registration - L. Chambers
	514 23 49 01	Reg & Tuition - Finance	001 000 514	325.00	General Fund WPTA 2022 Annual Conference Registration - L. Chambers
26429	03/08/2022	03/08/2022	9997 Walter E Nelson Co	11,976.03	P#64 Ride On Micro Scrubber
	594 76 62 03	Buildings & Structures	301 000 594	11,976.03	Park Bond Capit P#64 Ride On Micro Scrubber
26430	03/08/2022	03/08/2022	9997 Walter E Nelson Co	5,498.49	P#64 IMop XL Auto Scrubber
	594 76 62 03	Buildings & Structures	301 000 594	5,498.49	Park Bond Capit P#64 IMop XL Auto Scrubber
26431	03/08/2022	03/08/2022	9997 Walter E Nelson Co	8,990.29	P#64 IMop XL Auto Scrubber & Carpet Extractor
	594 76 62 03	Buildings & Structures	301 000 594	8,990.29	Park Bond Capit P#64 IMop XL Auto Scrubber & Carpet Extractor
Total Walter E Nelson Co				26,464.81	
26485	03/02/2022	03/08/2022	4231 Water Mgmt Labs Inc	275.00	Coliform & Fluoride Testing February 2022
	534 80 41 00	Water Testing	425 000 534	275.00	Water Fund (dep Coliform & Fluoride Testing 02/2022
26486	03/02/2022	03/08/2022	4231 Water Mgmt Labs Inc	38.00	Fluoride Testing February 2022
	534 80 41 00	Water Testing	425 000 534	38.00	Water Fund (dep Fluoride Testing 02/2022
Total Water Mgmt Labs Inc				313.00	
26421	03/08/2022	03/08/2022	5286 Winsupply	147.56	Herbicide (2.5 Gal) and 16 Oz Measuring Cup
	576 80 31 02	Oper Supplies - Parks	001 000 576	147.56	General Fund Herbicide (2.5 Gal) and 16 Oz Measuring Cup
26422	03/08/2022	03/08/2022	4247 Wofscoco Inc	69.97	#60915D Replacement Fill Hose
	548 65 48 13	O & M - Storm	501 000 548	69.97	Equipment Rent #60915D Replacement Fill Hose

Report Total: 257,611.53

Fund

001 General Fund	55,933.51
101 City Street Fund	6,972.76

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:07:32 Date: 03/03/2022

As Of: 03/08/2022

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			301 Park Bond Capital Fund	184,316.43	
			415 Storm Drain	442.85	
			416 Storm Improvement Fund	2,210.00	
			425 Water Fund (department)	2,700.25	
			430 Sewer Fund (department)	1,501.45	
			501 Equipment Rental Fund	3,534.28	

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Brett L. Wittner called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Hunter T. George, Joe Barrentine, Nikki Bufford, and Jim Andrews were present. Planning Commissioners Kathy L. McVay, Andrew Imholt, Shirley Schultz, and Ben Ferguson were present. Commissioner Sarah Hamel was absent and excused.

INTRODUCTIONS

Councilmembers, planning commissioners, City Manager Pingel, Administrative Services Director Westman, Principal Planner Jeff Boers, and Permit Coordinator Cappiello introduced themselves.

THROUGH-LOTS DISCUSSION

Westman briefed the Council and Planning Commission on the through-lot timeline and background information. Discussion was held on continuing conversations for future planning issues, intent of variances, parking issues and processes taken by staff for consideration. There was a consensus to cease staff time on through-lots due to its complexity and low resident involvement and interest.

COMMUNITY ENGAGEMENT DISCUSSION

Westman presented community engagement and opportunities for better understanding the Fircrest community. Ferguson briefed the Council and Planning Commission on using community engagement as a fact-finding tool for housing affordability and density. Discussions were held on objectivity, training, using social media/town topics, holding community meetings in popular settings, direct mailers, and creating biography on the planning commissioners.

HOUSING AFFORDABILITY DISCUSSION

Westman briefed the Council and Planning Commission on housing affordability relating to the City of Fircrest. Discussions were held on permitting processes and fees, utility affordability, focusing on Mildred property, and income disparities. There was a brief discussion on the City's comprehensive plan housing element update.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 7:24 P.M., seconded by Barrentine. The Motion Carried (7-0).

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Brett L. Wittner called the study session to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Joe Barrentine, Hunter T. George, Nikki Bufford, and Jim Andrews were present. Councilmember Shannon Reynolds was absent and unexcused.

AGENDA MODIFICATIONS

There were none.

Councilmember Shannon Reynolds joined the meeting at 6:02 p.m.

CLOUD-BASED PHONE SYSTEM CHANGEOVER DISCUSSION

Finance Director Corcoran presented an overview of the current Mitel phone system and the phone system changeover to voice over internet protocol. There were discussions held on having a secondary internet service provider, contract terms, maintaining the alarm and 911 lines, phone ERR fund, renting versus purchasing phones, and providing references. Tri-tec consultant Ron Brown stated that he will provide more references. There was Council consensus to move forward with exploring the cloud-based phone system.

ADJOURNMENT

Barrentine MOVED to adjourn the meeting at 6:21 P.M., seconded by George. The Motion Carried (7-0).

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

NEW BUSINESS: Berry Sign Systems Agreement
ITEM: 13A

FROM: Parks & Recreation Director Jeff Grover

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an agreement with Berry Sign Systems to design and install a digital message display reader board to replace the existing reader board at Alice Peers Park in the amount of \$45,085.70.

PROPOSAL: The Council is being asked to authorize the City Manager to execute an agreement with Berry Sign Systems to design and install a digital message display reader board to replace the existing reader board at Alice Peers Park.

FISCAL IMPACT: The City of Fircrest budgeted \$50,000 in the 2022 Parks Capital Improvements fund to replace the sign at Alice Peers Park with a new electronic reader board. The Berry Sign Systems proposal is \$40,987 before tax. The total amount after tax comes to \$45,085.70.

ADVANTAGE: By entering this agreement the City of Fircrest Parks & Recreation Department will be able to enhance program promotions, community event participation, emergency notifications, and overall city-wide communications.

DISADVANTAGES: Cost of the reader board.

ALTERNATIVES: Continue to use the existing reader board. Revisit purchasing a digital message display reader board at a later date.

HISTORY: The City of Fircrest has been discussing the feasibility of a digital message display reader board since 2020. The City of Fircrest advertised the Digital Message Display RFP in November of 2021. Berry Sign Systems submitted a design that most accurately reflects the direction provided in the RFP. The design of the new reader board will look like the existing reader board which is a “flagpole” design. This type of reader board costs significantly more due to the elaborate design and additional engineering costs. Outreach was conducted to nine homes surrounding the intersection at Electron Way and Regents Blvd. Minimal feedback was provided and none of the residents we visited expressed direct opposition to the digital message display.

ATTACHMENTS: [Resolution Agreement Proposal](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BERRY SIGN SYSTEMS FOR THE MANUFACTURING AND INSTALLATION OF A NEW ELECTRONIC READER BOARD AT ALICE PEERS PARK IN THE AMOUNT OF \$45,085.70

WHEREAS, the City of Fircrest Parks and Recreation Department is requested proposals from qualified sign manufacturers for a digital message display sign; and

WHEREAS, the City budgeted \$50,000 in the 2022 Parks Capital Improvements fund to replace the sign at Alice Peers Park with a new electronic reader board; and

WHEREAS, Berry Sign Systems successfully met the requirements outlined in the RFP; 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 agreement with Berry Sign Systems.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 8th day of March 2022.

APPROVED

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

**CITY OF FIRCREST
AGREEMENT FOR DIGITAL MESSAGE BOARD INSTALLATION**

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the ____ day of _____, 2022 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 Berry Sign, hereinafter referred to as “Contractor” in consideration of the mutual benefits, terms, and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Contractor is retained by the City to install a digital message board as further described and depicted in Exhibit A, Berry Sign Proposal.

3. SCOPE OF SERVICES

The Contractor agrees to perform in a good and professional manner the tasks described in Exhibit A, Berry Sign Proposal, attached hereto and incorporated herein by this reference. The Contractor agrees to perform the services including the provision of all labor, materials, equipment, and supplies as identified in Exhibit A. The Contractor 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 Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

5. NON-WAIVER

A 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 March 9, 2022, until project completion, or no later than December 31, 2022. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. The terms of this Agreement will supersede any other terms in any other agreement, including quotes.

7. PAYMENT

The City will make progress payments per Exhibit A, Berry Sign Proposal.

8. PERFORMANCE AND STANDARDS

The Contractor shall perform its work to conform to generally accepted professional standards. The Contractor shall be responsible for the professional quality, technical adequacy, and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. The Contractor shall, without additional compensation, correct or reverse any errors or omissions in such work. The City has a right to withhold a part or all of the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of

the services outlined in this Agreement, provided that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.

9. HOLD HARMLESS, DEFENSE, AND INDEMNITY

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

10. INSURANCE

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

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

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

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

11. CONTRACTOR’S REPRESENTATIONS

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

12. COMPLIANCE WITH LAWS

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

13. TERMINATION

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

14. VENUE STIPULATION

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

15. STATUS OF CONTRACTOR

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

16. PREVAILING WAGES

If prevailing wages are required for this Agreement:

Option 1: Include a printed list of the wage applicable prevailing wage rates that identifies the effective date and the county in which the public work project is located.

OR

Option 2:

- a) Include a link to prevailing wages
<http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/> and
- b) Identify the exact wage publication date to use (the effective date) and
- c) List the county in which the work will be performed and
- d) Provide a statement indicating a printed copy of the wage rates are available for viewing in your office and
- e) Explain that your agency will mail a hard copy of the applicable wage rates upon request.

17. COMPLIANCE WITH CITY POLICY

The Contractor 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.

18. TAXES

Contractor 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.

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 Contractor agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier, or material man, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age, or handicap, except for a bona fide occupational qualification. The Contractor understands that if it violates this provision, this Agreement may be terminated by the City and that the Contractor 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, represents the entire and integrated agreement between the representations, or agreements, written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

DATED this day of , 2022

CITY OF FIRCREST

CONTRACTOR

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

BERRY SIGN

5002 South Washington Street, Tacoma WA 98409 USA
425.776.8835 | www.berrysign.com | accounts@berrysign.com

PROPOSAL

191383-02

Date: 11/16/2021

Expires: 03/31/2022

Drawing Numbers: 191383-02

Project: City of Fircrest - Alice Peers Park
Readerboard
302 Regents Blvd
Fircrest, WA 98466

Client: City of Fircrest
115 Ramsdell Street
Fircrest
Fircrest, WA Fircrest

Contact: Jeff Grover 253-238-4160 jgrover@cityoffircrest.net

We are pleased to offer this proposal for the following services at the above location.

Project Description:

Item Total:

Survey \$405.00	\$40,987.00
Permits by City	
1.Remove existing structure and dispose by city? Berry would cut pole to grade and save light for use again. Price does not include removal of footing below grade. \$1450.00	
2. Manufacture one 8" x 6'-3 9/16 d/f LED illuminated cabinet "TOWN of FIRCREST." ID to be lexan and vinyl copy \$1998.00	
3. Manufacture a frame for the two message centers. \$1740.00	
4. New pole, augured hole and concrete. \$4860.00	
5.Labor man hours for first trip to do footing.\$2900.00	
6. Labor man hours for second trip to install the sign \$2900.00	
7. Optec 16mm color message center, cellular control.\$23,984.00 IT \$750.00	

WA State sales tax in addition to the total

Deposit Rate: 50%
Deposit: \$20,493.50

Subtotal: \$40,987.00

Total: \$40,987.00

Payment

Unless otherwise noted, projects require a deposit of 50% of the estimated pricing before they are started. Once manufacturing is completed, and prior to installation, another 40% payment is required. Final payment of 10% is due net 30 upon completion of the project. **All pricing is on a cash basis. Payments made by credit card will incur an additional 3% processing fee.**

One-Year Parts & Labor Warranty

Salesperson: Elisa Jacoby

Buyer_____ Seller_____

BERRY SIGN

5002 South Washington Street, Tacoma WA 98409 USA
425.776.8835 | www.berrysign.com | accounts@berrysign.com

PROPOSAL

191383-02

Date: 11/16/2021

Expires: 03/31/2022

Drawing Numbers: 191383-02

Project: City of Fircrest - Alice Peers Park
Readerboard
302 Regents Blvd
Fircrest, WA 98466

Client: City of Fircrest
115 Ramsdell Street
Fircrest
Fircrest, WA Fircrest

Contact: Jeff Grover 253-238-4160 jgrover@cityoffircrest.net

Berry Sign Systems warrants this product to be free from defects in workmanship and materials for a period of one (1) year from the date of final invoice. Berry Sign Systems agrees to replace, or repair failed sign components free of labor or materials charge during the warranty period. Customer may be charged for costs associated with access to the sign including but not limited to street closure, permitting, or special equipment. This warranty does not cover damage to sign caused by outside influence, or if the sign has been opened/ serviced by any non-Berry Sign Systems technician. Some projects may have aspects that are excluded from the standard warranty. Exclusions will be documented in the proposal.

Estimated Pricing

This proposal includes only the pricing available at the time of estimate. Additional costs associated with the project may be added to the final invoice. Examples of pricing that may be added are: permit labor, permit fees, street closures, engineering fees, charges that may be required by any governmental agency or engineer, inspection fees, state sales tax, or freight charges. While Berry Sign Systems has done an inspection of the site, changes to this pricing may occur if unknown conditions, or changes to the site, that effect the project are later discovered. Unless otherwise noted, this estimate of pricing assumes full access to the site will be available during normal business hours (Mon-Fri, 7am-6pm). Additional charges will be applied if access is obstructed, or not available during normal business hours.

Proposal Pricing Expiration: 14 Days

Due to the recent government tariffs, pricing for raw materials is expected to fluctuate for the foreseeable future. Therefore, pricing on this proposal is subject to change 14 days from the date of the proposal origination. Thank you for your understanding as we work with our vendors to navigate this challenging time. Please feel free to direct any questions about our pricing policies to: Don Gerould, President, Berry Sign Systems (425) 776-8835 x116.

Buyers Special Duties

1. Ensure full access for all Berry Sign Systems personnel, vehicles, and equipment to the site during normal business hours
2. Furnish legal power lines to within six (6) feet of sign location suitable to operate the Sign
3. Provide all necessary reinforcements to the building in which the Sign is installed
4. Ensure any lease requirements for signage have been disclosed to Berry Sign Systems, and that all proposed project elements are approved by building ownership.

Definitions

For purposes of this agreement "Berry Sign Systems" shall mean Cogent Holdings 1 LLC, dba Berry Sign Systems. "Sign" shall mean all tangible personal property sold by Berry Sign Systems to buyer under this agreement, including, but not limited to goods and materials.

Personal Property

This sign shall at all times be deemed personal property and shall not by reason of attachment to any realty become or be deemed a fixture or appurtenant to such realty but shall at all times be severable therefrom.

Salesperson: Elisa Jacoby

Buyer_____Seller_____

BERRY SIGN

5002 South Washington Street, Tacoma WA 98409 USA
425.776.8835 | www.berrysign.com | accounts@berrysign.com

PROPOSAL

191383-02

Date: 11/16/2021

Expires: 03/31/2022

Drawing Numbers: 191383-02

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Readerboard
302 Regents Blvd
Fircrest, WA 98466

Client: City of Fircrest
115 Ramsdell Street
Fircrest
Fircrest, WA Fircrest

Contact: Jeff Grover 253-238-4160 jgrover@cityoffircrest.net

Security Agreement

Purchaser hereby grants to Berry Sign Systems a security interest in all signage and equipment installed by Berry Sign Systems. This security interest exists until Berry Sign Systems is paid in full and no efforts shall be made to block Berry Sign Systems from access to the signage. Buyer agrees that in the event it shall be in default in the payment of any sum due under this agreement, or shall fail to perform any other of its obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Buyer, Berry Sign Systems shall have the right to immediately repossess the goods sold, and remove the same from the premises without a prior hearing or resort to judicial process. Buyer will be responsible for removal and re-installation costs, if needed.

Default

1. Acceptance by Berry Sign Systems of a partial payment shall not be construed as a waiver of Berry Sign Systems right to full and immediate payment.
2. All overdue (30-days from invoice date) payments shall be assessed a service fee at the rate of 1-1/2% per month.
3. Buyer may be deemed in Default for payments not received within 90 days of invoice date

Collection

1. In the event this agreement is placed by Berry Sign Systems in the hands of an attorney after default for enforcement of collection, Buyer will pay Berry Sign Systems reasonable attorney's fees, including, without limitation, fees for the successful defense of any counterclaim.
2. In the event this agreement is placed by Berry Sign Systems in the hands of a collection agency after default,
3. Buyer will pay Berry Sign Systems the agency's fees for enforcement of collection.
4. Returned checks shall be charged a \$35.00 processing fee.

Venue

The waiver of any defaults shall not operate as a waiver of subsequent default. This agreement should be construed in accordance with the law of the State of Washington, and venue for jurisdiction for any litigation will be Superior Court, Snohomish County, WA and if any part or provision of this agreement is contrary to such law, the remaining provisions shall be binding nevertheless.

Scope Of Salesperson's Authority

This agreement contains all of the covenants between the parties hereto pertaining to the Sign and no representations made by Berry Sign Systems salesperson shall be binding unless incorporated herein in writing. The agreement shall not be binding upon Berry Sign Systems for any purpose until the same is executed by an authorized executive/general manager.

Miscellaneous

1. Except where otherwise stated, the Sign is sold F.O.B. Berry Sign Systems factory.
2. This agreement is made by Berry Sign Systems upon the condition that its performance shall be excused for delay by strikes,

Salesperson: Elisa Jacoby

Buyer_____Seller_____

BERRY SIGN

5002 South Washington Street, Tacoma WA 98409 USA
425.776.8835 | www.berrysign.com | accounts@berrysign.com

PROPOSAL

191383-02

Date: 11/16/2021

Expires: 03/31/2022

Drawing Numbers: 191383-02

Project: City of Fircrest - Alice Peers Park
Readerboard
302 Regents Blvd
Fircrest, WA 98466

Client: City of Fircrest
115 Ramsdell Street
Fircrest
Fircrest, WA Fircrest

Contact: Jeff Grover 253-238-4160 jgrover@cityoffircrest.net

breakage, fires, commercial delays, insurrection, wars, acts of God, governmental regulations, or other conditions that prevent normal operations.

3. All of the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties.

4. Berry Sign Systems does NOT begin fabrication or installation of signage prior to receiving permits or written approval from the governing agency unless a Statement of Responsibility, release of liability, is on file in our office.

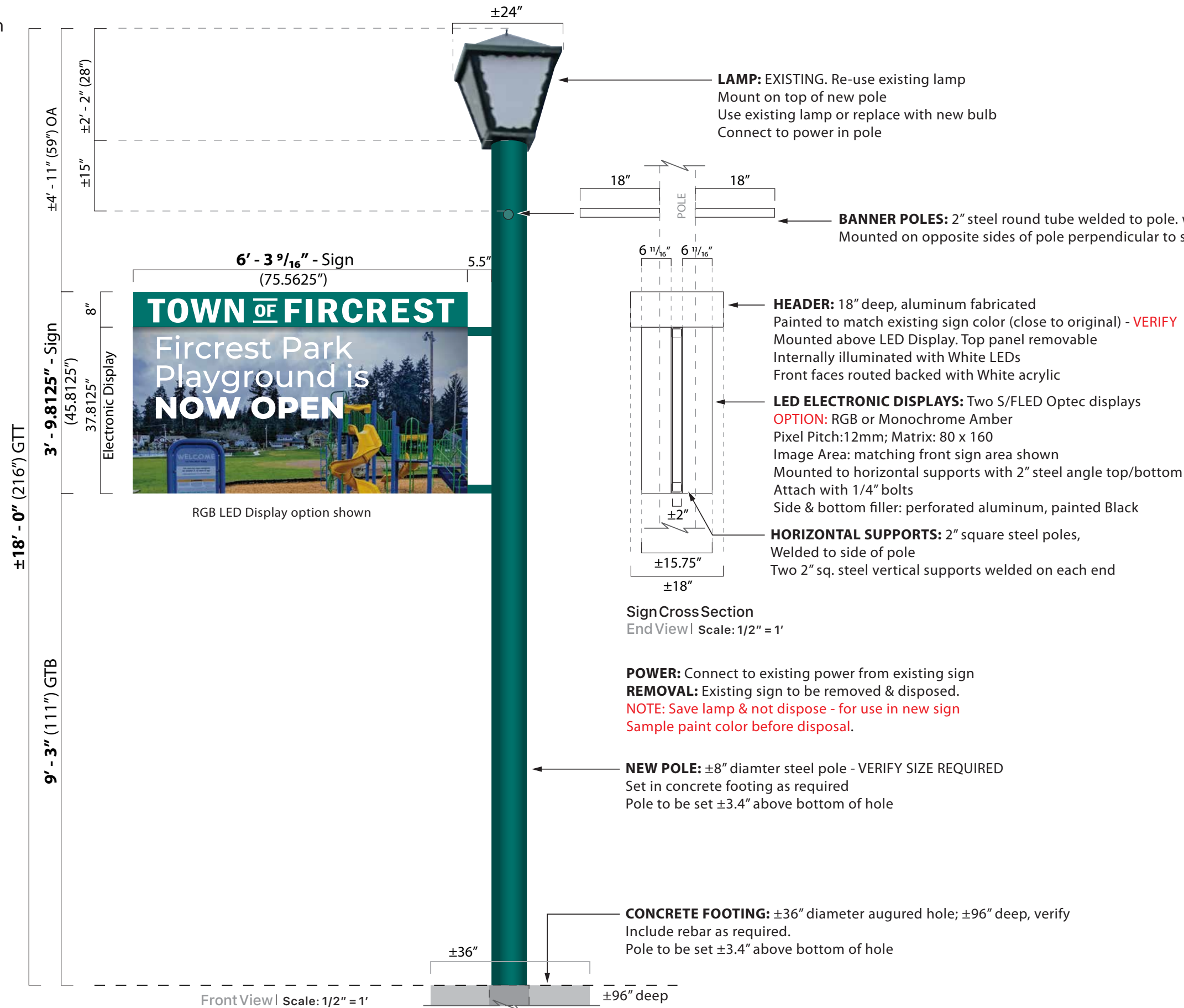
5. Buyer acknowledges he has read and understands the approved design and specifications.

Salesperson: Elisa Jacoby

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

Sign 1 | Pole Sign



NOTE: Power lines are adjacent to sign



New Sign | North Elevation | Scale: 1/4" = 1'
Amber LED Display option shown

Sign 1 MAIN ID: Fabricate & install ONE (1) single faced internally illuminated channel letter wall mounted sign SQFT: 24



City of Fircrest - Alice Peers Park | Site: 302 Regents Blvd, Fircrest, WA 98466

Pg: 1 of 2 | **191383-01** | 03-08-21 | D: CS | Client Appv.: _____ LL Appv.: _____

Sales: Elisa Jacoby | info@berrysign.com | 5002 S. Washington St, Tacoma, WA 98409 | (425) 776-8835 | © Berry Sign, Inc. All Rights Reserved. Unauthorized use of this artwork prohibited.



Site Vicinity Map

Sign located on city property. Replacing existing sign of same size, style & at same location.

ZONING: **PROS - Park, Recreation, & Open Space**



Site Vicinity Map

Existing Sign | North Elevation | Scale: 1/4" = 1'

Not to Scale

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Water and Wastewater SCADA maintenance and upgrade sole source
ITEM: 13B

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to approve a Sole Source agreement with S&B Inc. for maintenance and upgrades to the City's Water and Wastewater SCADA system.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a sole source agreement with S&B Inc. for maintenance and upgrades to the City's Water and Wastewater supervisory control and data acquisition ("SCADA") system.

FISCAL IMPACT: None.

ADVANTAGE: Authorization of this agreement will allow for Public Works to utilize their expertise when problems arise or when Lift Station/Well House maintenance and upgrades take place to ensure the telemetry is functioning properly. Proper functioning SCADA provides real-time notification and helps to mitigate unforeseen complications or illicit discharges within the City's Water and Wastewater Systems.

DISADVANTAGES: None

ALTERNATIVES: None

HISTORY: S&B Inc. has been the SCADA provider for the City since prior to 1984. Computer software, telemetry, and firewall upgrades have been vital in years past to maintain proper system functionality. S&B Inc. has provided timely service to the City and has the necessary detailed knowledge and experience with the City's systems. Because the systems are proprietary and unique, they are the only provider who can maintain the City's system.

ATTACHMENTS: [Resolution](#)
[Sole Source Justification](#)

1 **CITY OF FIRCREST**
2 **RESOLUTION NO. ____**

3 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
4 **FIRCREST, WASHINGTON, AUTHORIZING THE CITY**
5 **MANAGER TO APPROVE A SOLE SOURCE AGREEMENT FOR**
6 **WATER AND WASTEWATER SCADA SYSTEM MAINTENANCE**
7 **AND UPGRADES WITH S&B INC.**

8 **WHEREAS**, the City of Fircrest has utilized the supervisory control and data
9 acquisition (“SCADA”) services of S&B Inc. since prior to 1984; and

10 **WHEREAS**, the S&B Inc. SCADA services that have been purchased and used by the
11 City are proprietary software systems that are unique to S&B Inc.; and

12 **WHEREAS**, S&B Inc. is the only vendor who can maintain and upgrade the City’s
13 SCADA services and system; and

14 **WHEREAS**, S&B Inc. is a sole source provider within the meaning of RCW
15 39.04.280(1)(a); and

16 **WHEREAS**, the City of Fircrest has determined it is in the best interest of the City to
17 formalize this agreement; Now, Therefore,

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

19 **Section 1.** The City Manager is hereby authorized and directed to approve a sole source
20 agreement with S&B Inc. for SCADA system maintenance and upgrades.

21 **Section 2.** This Resolution shall take effect immediately upon adoption by a majority
22 vote of the City Council.

23 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**
24 **FIRCREST, WASHINGTON**, at a regular meeting thereof this 8th day of March
25 2022.

26 **APPROVED:**

27 _____
28 Brett L. Wittner, Mayor

29 **ATTEST:**

30 _____
31 Jayne Westman, City Clerk

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APPROVED AS TO FORM:

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Hillary J. Evans, City Attorney

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Sole Source Justification Form

Purchaser Name: <u>Tyler Bemis</u>	Purchaser Dept: <u>Public Works</u>
Requested Vendor: <u>S&B Inc.</u>	PO # (if required): _____
Vendor Address: <u>13200 SE 30th St</u>	Vendor Contact: <u>James E. Swanson II</u>
<u>Bellevue, WA 98005</u>	Vendor Email: <u>sales@sb-inc.com</u>
_____	Vendor Phone: <u>(425) 644-1700</u>

1. Describe the item to be purchased, its function and total expected cost, include additional pages or quotes if needed.
Public Works is seeking to formalize this Sole Source with S&B Inc. to assist with the maintenance and upgrades of the City's Water and Wastewater SCADA system

2. Select the reason(s) for identifying this purchase as sole source and explain below.

- sole provider of a licensed or patented good or service
- sole provider of factory-authorized warranty service or repair
- sole provider of items that are compatible with existing equipment or products
- sole provider of proprietary or custom-built goods/services that are specific to city needs
- sole provider meeting required certifications or statutory requirements (may include delivery time)
- sole provider specified by funding source (loan, grant, etc.)

Explanation: S&B Inc. has provided all services in relation the City's SCADA system since prior to 1984 and Public Works wishes to formalize this utilization of services for current and future needs of the system

4. Explain efforts/research done to determine this vendor is the only provider of the item to be purchased, including other potential vendors and why they cannot be used.

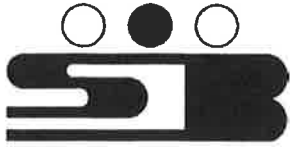
The historic knowledge and experience with the City's SCADA system makes S&B Inc. the most efficient and effective contractor for the City's needs

Dept. Head reviewed: Tyler Bemis Date: 3/4/2022

City Manager reviewed: _____ Date: _____

Council Resolution #: _____ Date Passed: _____

Once approved, purchase is still subject to approval requirements listed in the Purchasing Policy and Procedures based on cost and budget availability.



S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

GENERAL TERMS AND CONDITIONS – INSTRUMENT/CONTROL SYSTEMS

1. SCOPE

These terms and conditions apply to the sale of all instrument/control (I/C) systems assembled by S&B Inc. (Seller) and any inconsistent terms and conditions in Purchaser's purchase order are not binding on Seller, unless accepted, or these terms and conditions are modified by an authorized S&B Inc. representative.

2. ACCEPTANCE

Purchase orders received from Purchaser do not bind Seller unless accepted by an Officer of Seller, either by acknowledgment, written acceptance, promise to ship, or shipment of the I/C systems communicated to Purchaser. Acceptance is expressly made conditional on Purchaser's assent to Seller's Material Terms and Conditions, which are additional to or different from Purchaser's terms, unless Seller agrees otherwise in writing.

3. PRICE AND PAYMENT

Unless otherwise specified, quoted selling prices are FOB Seller's factory or its supplier's shipping point, with freight allowed to destination and are subject to change if not accepted within 30 days from the quotation date. The quotation may be withdrawn at any time prior to acceptance or extended beyond 30 days. Invoices are due and payable NET 30 days, unless otherwise specified, at the company offices at 13200 S.E. 30th Street, Bellevue, WA, 98005. Late payment of invoices is subject to interest. Invoices shall be rendered according to the following schedule.

Benchmark	% of Total Price
Upon notice from Seller that all drawings have been submitted for approval.	20%
Upon notice from Seller that the instrument system is ready for factory tests.	Additional 50%
Upon notice from Seller that the instrument system has been shipped or that factory tests are complete and equipment is being held for convenience of customer.	Additional 25%
Upon notice of acceptance from Purchaser or 180 days from notice of shipment, whichever occurs first.	Final 5%

If Purchaser defaults in any payment when due, Seller may at its option, and in addition to its remedies under the U.C.C. without incurring any liability thereof to Purchaser or Purchaser's customers, declare all payments for work completed immediately due and payable with maximum legal interest thereon from due date and stop all further work and shipments until all past due payments have been made and/or require that any further deliveries be paid for prior to shipment.

4. ITEMS INCLUDED

The price quoted includes only the I/C system specified, and does not include actual installation, accessory or associated materials such as wiring, piping, etc., not specifically included. Equipment prices quoted include installation information and start-up assistance provided by the Seller's field engineer or technician. Such services will be provided in a mutually agreeable manner and time. Seller will provide, upon request, at Seller's established current rates, an experienced Project Engineer or Service Technician to provide on-site superintendence of the equipment installation. Responsibility for proper operation of equipment, if not installed by Seller or installed in accordance with Seller's instructions, rests entirely with Purchaser.

5. TAXES

Any federal, state or local sales, or use or other taxes applicable to this transaction are not included in the price quoted, and unless a valid certificate of exemption is provided, any such tax shall be added to the price and is for the Purchaser's account.

6. SHIPMENTS AND DELIVERY

Any shipment or delivery dates recited herein represent Seller's best estimate. No liability, direct or indirect, is assumed by Seller for failure to ship or deliver on such dates. In any event, delivery dates are based upon the effective date of the contract and prompt receipt by Seller of all necessary information and instructions from Purchaser, including approved submittal drawings. Seller shall have the right to make partial shipments, and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms hereof.

In the event that the I/C system specified herein is to be shipped outside the United States, Purchaser shall obtain all necessary import licenses and permits required to clear the shipment for entry into the foreign country and pay all duties, tolls and imports.

If Purchaser requests postponement of shipments or causes a delay in shipment, the entire purchase price shall be due and payable upon notice from Seller that the I/C system is ready for shipment, and thereafter any storage, or other charge Seller incurs, shall be for Purchaser's account, including interest on any unpaid balance at the maximum legal rate. All claims for damage, delay or storage for FOB Seller's plant shall be made directly against the carrier of the Purchaser. When shipments are FOB destination, Purchaser shall inspect the I/C system shipped and notify Seller of any damage or shortage within 5 days of receipt. Failure to notify Seller shall constitute acceptance of Purchaser, relieving Seller of any liability for shipping damages or shortages.

7. RISK OF LOSS AND SECURITY INTEREST

Unless shipments of I/C systems are made FOB destination, all risk of loss or damage shall pass to the Purchaser upon delivery to a carrier for shipment. Purchaser shall protect and maintain Seller's title, including adequate insurance for Seller's benefit, and right of repossession to the I/C system specified herein or in any change order until the full purchase price has been paid in full and will not encumber or permit others to encumber such systems by any security instruments.

Purchaser acknowledges that as security for payment of the purchase price, Seller will retain and Purchaser has granted, a security interest in all I/C systems sold to Purchaser. Seller shall have all of its rights and remedies as a Seller and a secured party under the U.C.C. or other appropriate law. No waiver by Seller or any default shall constitute a waiver of any subsequent or further default. Seller may retain as liquidated damages any partial payments made and may peaceably repossess the equipment from the Purchaser's premises without prejudice to any further claims it may have. In the event legal action be brought to enforce the provisions of any order accepted by it, Seller shall be entitled to recover its court costs and reasonable attorney fees.

8. WARRANTY

Seller warrants that for a period of one year after test and acceptance by the Purchaser, or 18 months from date of shipment, whichever occurs first, all products assembled by Seller shall be free from defects in material and workmanship. Seller will at its sole option either repay the purchase price, or repair or replace at a location to be designated by it, any product defects, which develop within such period under normal and proper use, provided it receives prompt written notice of claimed warranty period. This warranty shall not apply to any products altered or repaired outside Seller's factory or with other than Seller's replacement parts, unless such repair was authorized in writing by Seller, or to products or parts subject to misuse, abuse, neglect or accident or damaged by improper installation or application. In no event shall Seller be liable for normal wear and tear, nor for any incidental or consequential damages due to inoperability of its products. The foregoing are Seller's sole warranties and guarantees, and all express or implied warranties, including all implied warranties of merchantability and fitness for a particular purpose, which exceed the above obligation, are hereby disclaimed by Seller.

9. CANCELLATION, SUSPENSION AND DELAYS

After acceptance by Seller, this contract shall not be subject to cancellation, suspension or delay. Orders may be cancelled only with Seller's written consent and upon payment of reasonable cancellation charges, which shall include all costs incurred and work done pursuant to the contract to date of cancellation, suspension or a delay plus reasonable overhead and profit. Additionally, all risks incident to and charges related to storage and/or resumption of work, at Seller's plant or elsewhere, shall be for Purchaser's sole account.

10. LIMITATION OF LIABILITY

Seller shall not be responsible or liable in any way for any failure to perform due to Acts of God, fire or flood, serious explosions or accidents, foreign or United States embargoes, war or riots, serious shortages, unavailability or significant price increases in commodities, materials or components, labor disputes, interruption of transportation, loss of essential production services, acts of any U.S. or foreign governmental authority, or by any other event beyond the reasonable control of Seller or its subcontractors. Seller shall not be liable to Purchaser for any incidental or consequential damages for any reason whatsoever.

11. CHANGES AND BACKCHARGES

Any changes in or any additions to the scope of work herein described or initiated by the Purchaser or resulting from any circumstances beyond Seller's control shall be for the account of and paid by the Purchaser. Written change orders shall initiate changes, and shall be considered as individual modifications and shall not delay payment to the Seller for the original order.

Seller will not approve or accept returns or backcharges for labor, materials or other costs incurred by Purchaser or others in modification or adjustment, service or repair of Seller furnished materials unless such return or backcharges are pursuant to Seller's warranty and have been authorized in writing by an Officer of Seller or by assigned purchase order or work requisition.

12. PROPRIETARY INFORMATION

All information furnished by Seller is submitted solely for Purchaser's consideration in connection with this job and shall be not be used by Purchaser nor disclosed to any third party without Seller's written consent.

13. DRAWINGS AND DESIGN

All drawings, descriptive matter, etc. submitted with this proposal are merely intended to give a general idea of the equipment described and a set of drawings may be supplied for approval after acceptance. Seller reserves the right to change or modify the design and construction of any equipment in order to incorporate improvements or to substitute material equal to or superior to that originally specified, and upon request, will assist with suggestions without liability for any resulting loss or damage to Purchaser.

14. SOFTWARE AND LICENSE AGREEMENT

All software is provided under a non-transferable, non-exclusive license for its use. The purchaser, and if different, the end-user, shall be required to sign Seller's End-User License Agreement upon accepting Seller's software documentation and using the software provided. All software and documentation are copyrighted by Seller and contain valuable trade secrets. No copies of this software or documentation may be made except as authorized under the terms of the license agreement except as required by law. The software and documentation are warranted against functional defects found during a period of one year after delivery. Seller's sole obligation shall be to correct any such defect in a manner chosen by Seller in its sole discretion. Seller shall have no liability for any lost profits or direct, indirect, incidental, consequential, or other damages arising from use of the software and documentation or any associated hardware.

15. NON-ASSIGNMENT

Purchaser shall not assign this contract, nor any interest herein or rights hereunder, without the written consent of Seller and any attempted assignment shall be voidable at Seller's sole option.

16. ENTIRE AGREEMENT

The contract expresses the entire agreement between the parties hereto and supersedes any previous communications, representations or agreements, whether oral or written, and is not subject to modification except by a writing signed by an authorized Officer of each party.

17. GOVERNING LAW

The contract shall be interpreted and governed by the laws of the State of Washington, including but not limited to any dispute, controversy or claim arising out of the contract.