## FIRCREST CITY COUNCIL REGULAR MEETING AGENDA

## TUESDAY, MARCH 22, 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
- 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 in-person, use the raise your hand feature, or by pressing \*9 on your phone.)

## 9. COMMITTEE, COMMISSION & COMMITTEE, COMMISSION & LIAISON REPORTS

- A. Parks & Recreation
- B. Pierce County Regional Council
- C. Public Safety, Courts
- D. Street, Water, Sewer, and Storm Drain
- E. Other Liaison Reports

#### 10. CONSENT CALENDAR

- A. Approval of vouchers/payroll checks
- **B.** Registering No Objections To The Stina's Cellars, Fircrest Golf Club, and Sammy's Pizza Liquor License Renewals
- C. Approval of Minutes: February 22, 2022, Regular Meeting

March 8, 2022, Regular Meeting

- 11. PUBLIC HEARING 7:15 P.M.
- 12. UNFINISHED BUSINESS
- 13. NEW BUSINESS
  - A. Ordinance: 1<sup>st</sup> Budget Adjustment 2022
  - B. Resolution: Declaring Use of ARPA Funds
  - C. Resolution: Zoom Phone System VOIP

#### 14. CALL FOR FINAL COMMENTS

#### 15. EXECUTIVE SESSION

**A.** Per RCW42.30.110(1)(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price

#### 16. ADJOURNMENT

Join the Zoom: Dial: 1 253 215 8782 Webinar ID: 873 9102 3810 Passcode: 312044

Accts Pay # Received Date Due	Vendor	Amount	Memo
26544 03/22/202203/22/20224298	AWC Employee Benefit Trust	742.50	April 2022 Retired Medical
521 22 20 01 LEOFF I Medical Premiums	001 000 521 General Fund	742.50	April 2022 Retired Medical
26560 03/22/202203/22/202210009	Aardvark Bark Blowing	2,442.00	Wood Fiber Blown In At Tot Lot
576 80 48 00 Rep & Maint - Parks	001 000 576 General Fund	2,442.00	Wood Fiber Blown In At Tot Lot
26541 03/22/202203/22/20223933	Asphalt Patch Systems, Inc.	32,030.00	Regents Blvd Patching - Alameda to 67th (770 LF) - from 11/19/21
595 32 63 01 Street Improvements	101 000 542 City Street Fund	32,030.00	Regents Blvd Patching - Alameda to 67th (770 LF) - from 11/19/21
26552 03/22/202203/22/20223994	CenturyLink	1,275.70	Telecommunications - Mar 2022
518 10 42 00 Communication - Non Dept 518 10 42 00 Communication - Non Dept 521 22 42 00 Communication - Police 531 50 42 00 Communication - Storm 531 50 42 00 Communication - Storm 534 10 42 00 Communication - Water 534 10 42 00 Communication - Water 534 10 42 01 Communication - Sewer 535 10 42 01 Communication - Sewer 535 10 42 01 Communication - Sewer 542 30 42 00 Communication - Street	001 000 518 General Fund 001 000 521 General Fund 415 000 531 Storm Drain 415 000 531 Storm Drain 425 000 534 Water Fund (der 425 000 534 Water Fund (der 425 000 535 Sewer Fund (der 430 000 535 Sewer Fund (der	75.77 75.77 449.18 146.97 159.91 37.89 18.94 37.89 32.50 18.94 37.89 32.50	City Hall Prim 911 - Mar 2022 CH Message Line - Mar 2022 CH Alarm - Mar 2022 Circuit Line/PRI Line - Mar 2022 DID Line - Mar 2022 Police BA/Modem - Mar 2022 PW Alarm Line/Prim 911 - Mar 2022 PW Fax - Mar 2022 PW Alarm Line/Prim 911 - Mar 2022 PW Fax - Mar 2022 PW Fax - Mar 2022 PW Fax - Mar 2022 PW Alarm Line/Prim 911 - Mar 2022 PW Alarm Line/Prim 911 - Mar 2022 PW Alarm Line/Prim 911 - Mar 2022 PW Fax - Mar 2022 PW Fax - Mar 2022 PW Fax - Mar 2022 PW Alarm Line/Prim 911 - Mar 2022 PW Fax - Mar 2022
26546 03/22/202203/22/20224325	City Treasurer-Tacoma-SEWER		4th Qtr 2021 - Sewer Treatment
535 60 44 02 Sewage Treatment	430 000 535 Sewer Fund (dep	405,470.89	4th Qtr 2021 - Sewer Treatment
26515 03/22/202203/22/20224324	City Treasurer-Tacoma	60,493.80	Fire/EMS - April 2022
522 20 40 00 Tacoma Contract - Fire 522 20 41 00 Tacoma Contract - EMS	001 000 522 General Fund 001 000 522 General Fund		Fire/EMS - April 2022 Fire/EMS - April 2022
26533 03/22/202203/22/20226268	Cole-Parmer Instrument Company	238.14	Fluoride Meter for Testing
534 10 35 00 Small Tools & Equip - Water	425 000 534 Water Fund (der	238.14	Fluoride Meter for Testing

Accts Pay # Received Date Due	Vendor	Amount	Memo
26498 03/11/202203/22/20228077	Colon, Marcos	122.08	07-02210.5 - 4323 67TH AVE W -A
343 40 00 00 Sale Of Water 343 50 00 00 Sewer Revenues	425 000 340 Water Fund (der 430 000 340 Sewer Fund (der	-38.74 -83.34	
26523 03/22/202203/22/20223573	Copiers Northwest Inc	143.57	Printer Usage - Police - 1/28 - 2/28/22
521 22 45 00 Oper Rentals - Copier - Police	001 000 521 General Fund	143.57	Printer Usage - Police - 1/28 - 2/28/22
26562 03/22/202203/22/20223589	Databar Inc	2,217.98	Feb 2022 - Statement Production, Town Topics Insert and Postage
518 10 49 01 Town Topics/Citizen Commu 531 50 42 01 Postage - Storm 531 50 49 06 Mailing Service - Storm 534 10 42 01 Postage - Water 534 10 49 06 Mailing Service - Water 535 10 42 02 Postage - Sewer 535 10 49 05 Mailing Service - Sewer	001 000 518 General Fund 415 000 531 Storm Drain 415 000 531 Storm Drain 425 000 534 Water Fund (der 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 430 000 535 Sewer Fund (der	282.15 435.47 282.17 435.47 282.17	Feb 2022 - Town Topics Insert Feb 2022 - UB Postage - Storm Feb 2022 - UB Mailing - Storm Feb 2022 - UB Postage - Water Feb 2022 UB Mailing - Water Feb 2022 - UB Postage - Sewer Feb 2022 - UB Mailing - Sewer
26532 03/22/202203/22/20223596	Dept Of Health	3,705.00	DOH - Water System Plan Review
534 10 41 00 Prof Svcs - Water	425 000 534 Water Fund (der	3,705.00	DOH - Water System Plan Review
26561 03/22/202203/22/20224310	Dept Of Revenue-EXCISE TAX	19,181.95	Excises Taxes - Feb 2022
518 20 43 01 Excise Tax Time/Temp Renta 531 50 44 00 Excise Tax - Storm 534 10 44 00 Excise Tax - Water 534 10 44 00 Excise Tax - Water 534 10 44 00 Excise Tax - Water 535 10 44 00 Excise Tax - Sewer 535 10 44 00 Excise Tax - Sewer	001 000 518 General Fund 415 000 531 Storm Drain 425 000 534 Water Fund (der 425 000 534 Water Fund (der 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 430 000 535 Sewer Fund (der	1,470.73 3.62 72.73 7,232.89 3,767.55	Excises Taxes - Feb 2022
26519 03/22/202203/22/20229254	Doyle Printing Company	363.00	5000 - #10 Window Envelopes - Ruston Court
512 50 31 00 Office & Oper Sup-Court	001 000 512 General Fund	363.00	5000 - #10 Window Envelopes - Ruston Court
26536 03/22/202203/22/20223611	Drain-Pro Inc	1,342.00	Backyard Sewer Main Cleaning - 1200 Contra Costa
535 50 48 00 Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (dep	1,342.00	Backyard Sewer Main Cleaning - 1200 Contra Costa
26518 03/22/202203/22/20229326	Engineering Economics, Inc.	1,806.00	P#64 - Comm Center Prof Svcs (LEED) through 2/18/22

Accts

As Of: 03/22/2022

Time: 04:02:06 Date: 03/17/2022

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Pay # Received Date Due	Vendor	Amount	Memo
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	1,806.00	P#64 - Comm Center Prof Svcs (LEED) through 2/18/22
26554 03/22/202203/22/20224318	Fircrest City of - Interfund (Treasur)	809.28	Utility Assistance Grant (Covid Exp) #1074
518 63 40 00 General Grants, Financial As:	001 000 518 General Fund	809.28	Utility Assistance Grant (Covid Exp) #1074
26555 03/22/202203/22/20224318	Fircrest City of - Interfund (Treasur)	491.93	Utility Assistance Grant (Covid Exp) #10005
518 63 40 00 General Grants, Financial As:	001 000 518 General Fund	491.93	Utility Assistance Grant (Covid Exp) #10005
	Total Fircrest City of - Interfund (Treasur)	1,301.21	
26558 03/22/202203/22/20229449	Fircrest Regents Apts LLC	1,165.00	Rental Assistance Grant (Covid Exp) 1321 Regents Blvd
518 63 40 00 General Grants, Financial As:	001 000 518 General Fund	1,165.00	Rental Assistance Grant (Covid Exp) 1321 Regents
26559 03/22/202203/22/20229449	Fircrest Regents Apts LLC	2,815.00	Rental Assistance Grant (Covid Exp) 1333 Regents Blvd
518 63 40 00 General Grants, Financial As:	001 000 518 General Fund	2,815.00	Rental Assistance Grant (Covid Exp) 1333 Regents
	Total Fircrest Regents Apts LLC	3,980.00	
26522 03/22/202203/22/20226543	Fiske, Adrianna	59.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
26535 03/22/202203/22/20223649	Flo Hawks Plumbing & Septic	3,965.18	Cleaning Oil Separators (4) City Facilities
531 50 48 00 Rep & Maint - Storm	415 000 531 Storm Drain	3,965.18	Cleaning Oil Separators (4) City Facilities
26548 03/22/202203/22/20226774	Greenleaf Landscaping 1 Inc	550.00	Plant New Kwanzan Tree on Regents Near Espresso Yourself
542 80 48 00 Street Tree Maintenance (co	101 000 542 City Street Fund	550.00	Plant New Kwanzan Tree on Regents Near Espresso Yourself
26524 03/22/202203/22/20223692	Home Depot Credit Services	21.89	P#64 - Concrete for Statues at Rec Center
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	21.89	P#64 - Concrete for Statues at Rec Center
26525 03/22/202203/22/20223692	Home Depot Credit Services	31.59	Hex Bit Socket Set and Socket Driver for Street Lights
542 63 35 00 Small Tools & Equip - St Lig	101 000 542 City Street Fund	31.59	Hex Bit Socket Set and Socket Driver for Street Lights

Accts Pay # Received Date Due	Vendor	Amount	Memo
26526 03/22/202203/22/20223692	Home Depot Credit Services		Carbide Stone Bit Set
571 10 35 00 Small Tools & Equip - Rec	001 000 571 General Fund		Carbide Stone Bit Set
	Total Home Depot Credit Services	97.53	
26556 03/22/202203/22/20223319	J Alameda West	3,690.00	Rental Assistance Grant (Covid Exp) 1132 Fircrest Dr
518 63 40 00 General Grants, Financial As:	001 000 518 General Fund	3,690.00	Rental Assistance Grant (Covid Exp) 1132 Fircrest Dr
26501 03/22/202203/22/20225428	Jeff Boers	1,706.25	Land Use Consulting (16.25 Hrs) - Feb 2022
558 60 41 00 Prof Svcs - Planning	001 000 558 General Fund	1,706.25	Land Use Consulting (16.25 Hrs) - Feb 2022
26511 03/22/202203/22/20229817	Kenyon Disend	2,519.00	Attorney Services - Feb 2022
515 41 41 01 City Attorney	001 000 515 General Fund	2,519.00	Attorney Services - Feb 2022
26505 03/22/202203/22/20225908	Kieszling, Sargent R	67.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
26547 03/22/202203/22/20228940	Law Offices of Susan Elizabeth Drummond	225.00	Feb 2022 - Land Use Attorney (1.0 Hr)
515 41 41 02 Special Legal Counsel	001 000 515 General Fund	225.00	Feb 2022 - Land Use Attorney (1.0 Hr)
26514 03/22/202203/22/20223776	Lemay Mobile Shredding	84.30	Shredding Service - City Hall and Court - Feb 2022
512 50 49 00 Miscellaneous - Court 514 23 49 00 Miscellaneous - Finance	001 000 512 General Fund 001 000 514 General Fund		Shredding Service - Court - Feb 2022 Shredding Service - City Hall - Feb 2022
26539 03/22/202203/22/20223776	Lemay Mobile Shredding	32.20	Shredding Services - PW - Feb 2022
531 50 49 00 Miscellaneous - Storm 534 10 49 00 Miscellaneous - Water 535 10 49 00 Miscellaneous - Sewer	415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der	10.74 10.73 10.73	9
	Total Lemay Mobile Shredding	116.50	
26499 03/11/202203/22/20229621	Manchem, Vamsikrishna	60.58	05-00080.4 - 1022 PARADISE LANE
343 10 00 00 Storm Drain Fees & Charges 343 40 00 00 Sale Of Water 343 50 00 00 Sewer Revenues	415 000 340 Storm Drain 425 000 340 Water Fund (der 430 000 340 Sewer Fund (der	-19.67 -19.37 -21.54	
26534 03/22/202203/22/20226639	McClain's Soil Supply	231.63	Top Soil for ROW Repairs (10Yds)

Accts Pay # Received Date Due	Vendor	Amount	Memo
534 50 31 01 Oper Supplies - Water Main	425 000 534 Water Fund (dex		Top Soil for ROW Repairs (10Yds)
26527 03/22/202203/22/20223910	Office Depot		Dry Erase Whiteboard - Finance
	·		•
514 23 35 00 Small Tools & Equip - Finance		32.99	Dry Erase Whiteboard - Finance
26528 03/22/202203/22/20223910	Office Depot	241.98	SAA # 1834 - Adjustable Sit/Stand Desk Converter - Lindsay Chambers
514 23 35 00 Small Tools & Equip - Finance	001 000 514 General Fund	241.98	SAA # 1834 - Adjustable Sit/Stand Desk Converter - Lindsay Chambers
	Total Office Depot	274.97	
26538 03/22/202203/22/20223957	PC Budget & Finance	205.50	Hold Harmless ROW Encroachment Recording
542 30 49 01 Miscellaneous - Street	101 000 542 City Street Fund	205.50	Hold Harmless ROW Encroachment Recording Fees
26563 03/22/202203/22/20223955	Petrocard Systems Inc	853.58	Gas/Fuel - March 2022
548 65 48 11 O & M - Parks/Rec	501 000 548 Equipment Rent	21.37	Gas/Fuel - March 2022
548 65 48 12 O & M - Street	501 000 548 Equipment Rent	32.84	Gas/Fuel - March 2022
548 65 48 12 O & M - Street	501 000 548 Equipment Rent	9.08	Gas/Fuel - March 2022
548 65 48 12 O & M - Street	501 000 548 Equipment Rent	21.37	Gas/Fuel - March 2022
548 65 48 13 O & M - Storm	501 000 548 Equipment Rent	32.84	Gas/Fuel - March 2022
548 65 48 13 O & M - Storm	501 000 548 Equipment Rent	77.28	Gas/Fuel - March 2022
548 65 48 14 O & M - Wtr/Swr	501 000 548 Equipment Rent	197.02	Gas/Fuel - March 2022
548 65 48 14 O & M - Wtr/Swr	501 000 548 Equipment Rent	157.47	Gas/Fuel - March 2022
548 65 48 14 O & M - Wtr/Swr	501 000 548 Equipment Rent	259.97	Gas/Fuel - March 2022
548 65 48 14 O & M - Wtr/Swr	501 000 548 Equipment Rent	44.34	Gas/Fuel - March 2022
26551 03/22/202203/22/20223974	Platt Electric Supply Inc	68.68	Streetlight Box for Regents Blvd
542 63 31 00 Oper Supplies - Street Light	101 000 542 City Street Fund	68.68	Streetlight Box for Regents Blvd
26516 03/22/202203/22/20223986	Puget Sound Energy, BOT-01H	707.98	Natural Gas - Pool/Bathhouse - Feb 2022
576 20 47 00 Public Utility Services - Pool	001 000 576 General Fund	707.98	Natural Gas - Pool/Bathhouse - Feb 2022
26517 03/22/202203/22/20223986	Puget Sound Energy, BOT-01H	36.10	Natural Gas - Rec Center - Feb 2022
571 10 47 00 Public Utility Services-Rec	001 000 571 General Fund	36.10	Natural Gas - Rec Center - Feb 2022
26537 03/22/202203/22/20223986	Puget Sound Energy, BOT-01H	296.92	Natural Gas - PW - Feb 2022
531 50 47 02 Public Utility Services/Bldg -	415 000 531 Storm Drain	74.23	Natural Gas - PW - Feb 2022

Accts Pay # Received Date Due	Vendor	Amount	Memo
534 10 47 00 Utility Services/Building - W 535 10 47 00 Utility Services/Building - Se 542 30 47 02 Electricity & Gas/Bldg - Stre	425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 101 000 542 City Street Fund		Natural Gas - PW - Feb 2022 Natural Gas - PW - Feb 2022 Natural Gas - PW - Feb 2022
26545 03/22/202203/22/20223986	Puget Sound Energy, BOT-01H	307.84	Natural Gas - CH - Feb 2022
518 30 47 00 Public Utility Services - City	001 000 518 General Fund	307.84	Natural Gas - CH - Feb 2022
	Total Puget Sound Energy, BOT-01H	1,348.84	
26549 03/22/202203/22/20227000	RWC Group	332.94	#60915D - Sweeper - Brake Repairs
548 65 48 13 O & M - Storm	501 000 548 Equipment Rent	332.94	#60915D - Sweeper - Brake Repairs
26508 03/22/202203/22/20228893	Right Systems INC	4,235.00	IT Managed Services - Mar 2022
518 81 41 01 Prof Svcs - I/S	001 000 518 General Fund	4,235.00	IT Managed Services - Mar 2022
26509 03/22/202203/22/20228893	Right Systems INC	192.50	P#64 - Network Equip for Rec Center
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	192.50	P#64 - Network Equip for Rec Center
26510 03/22/202203/22/20228893	Right Systems INC	422.87	P#64 - Networking Equip for Rec Center
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	422.87	P#64 - Networking Equip for Rec Center
	Total Right Systems INC	4,850.37	
26520 03/22/202203/22/20229304	Rotator LLC	17,500.00	P#64 Donor Walls - Final Payment
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	17,500.00	P#64 Donor Walls - Final Payment
26530 03/22/202203/22/20229821	Ryan, Megan A	50.00	AWC Health Summit - Meals - M Ryan
517 90 43 00 Travel - Wellness Programs	001 000 517 General Fund	50.00	AWC Health Summit - Meals - M Ryan
26529 03/22/202203/22/20224031	San Diego Police Equipmnt	496.96	Ammunition ( 1 Case)
521 22 31 00 Office & Oper Sup - Police	001 000 521 General Fund	496.96	Ammunition ( 1 Case)
26502 03/22/202203/22/20224035	Sarco Supply	690.35	P#64 - Large Black Utility Cart - 450 lb Capacity - Pool/Bathhouse
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	690.35	P#64 - Large Black Utility Cart - 450 lb Capacity - Pool/Bathhouse

Accts Pay # Received Date Due	Vendor	Amount	Memo
26503 03/22/202203/22/20224035	Sarco Supply	690.35	P#64 - Large Black Plastic Cart - 450 lb Capacity - Rec Center
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	690.35	P#64 - Large Black Plastic Cart - 450 lb Capacity - Rec Center
26504 03/22/202203/22/20224035	Sarco Supply	263.90	P#64 - Janitor Cart w/Yellow Bag and 32 Gal Container
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	263.90	P#64 - Janitor Cart w/Yellow Bag and 32 Gal
	Total Sarco Supply	1,644.60	
26506 03/22/202203/22/20226088	Sentinel Pest Control Inc	110.00	Pest Control - City Hall - Mar 2022
518 30 48 02 Rep & Maint - City Hall	001 000 518 General Fund	110.00	Pest Control - City Hall - Mar 2022
26507 03/22/202203/22/20226088	Sentinel Pest Control Inc	192.50	Pest Control - PW - Mar 2022
531 50 48 00 Rep & Maint - Storm 534 50 48 01 Rep & Maint - Water Maint 535 50 48 00 Rep & Maint - Sewer Maint 542 30 48 01 Rep & Maint - Street Maint	415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 101 000 542 City Street Fund	48.13 48.13	Pest Control - PW - Mar 2022 Pest Control - PW - Mar 2022 Pest Control - PW - Mar 2022 Pest Control - PW - Mar 2022
	Total Sentinel Pest Control Inc	302.50	
26512 03/22/202203/22/20224084	Staples Business Advantage	80.64	Central Office Supplies
518 10 34 01 Central Office Supplies	001 000 518 General Fund	80.64	Central Office Supplies
26550 03/22/202203/22/20224088	State Auditor's Office	1,566.00	2020 Audit #44128 - Feb 2022 (13.5Hrs)
518 10 41 01 Biennial Audit - Non Dept	001 000 518 General Fund	1,566.00	2020 Audit #44128 - Feb 2022 (13.5Hrs)
26540 03/22/202203/22/20228139	Stream, Peter	67.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
26521 03/22/202203/22/202210008	Stullick, Summer	33.50	Library Reimbursement - 1/2 Year
572 21 49 00 Library Services	001 000 572 General Fund	33.50	Library Reimbursement - 1/2 Year
26542 03/22/202203/22/20224328	Systems for Public Safety Inc	325.71	#68055D - 2019 Ford Interceptor - Install New Premium Battery
548 65 48 08 O & M - Police	501 000 548 Equipment Rent	325.71	#68055D - 2019 Ford Interceptor - Install New Premium Battery

Pay # Received

Date Due

26543 03/22/202203/22/20224328

26553 03/22/202203/22/20224322

518 30 47 00 Public Utility Services - City

531 50 47 02 Public Utility Services/Bldg -

534 10 47 00 Utility Services/Building - W.

535 10 47 00 Utility Services/Building - Se

534 80 47 01 Utility Services/Pumping

535 80 47 01 Utility Services/Pumping 542 30 47 02 Electricity & Gas/Bldg - Stree

542 30 47 03 Electricity/Traffic Lights

542 63 47 00 Electricity/Street Lights

594 76 62 03 Buildings & Structures

534 10 49 00 Miscellaneous - Water

535 10 49 00 Miscellaneous - Sewer

Fund

001 General Fund

101 City Street Fund

571 10 47 00 Public Utility Services-Rec

576 20 47 00 Public Utility Services - Pool

576 80 47 00 Public Utility Services - Parks

548 65 47 00 Utilities ShopGarage

26500 03/22/202203/22/20226749

26513 03/22/202203/22/20224180

26531 03/22/202203/22/20224231

534 80 41 00 Water Testing

548 65 48 08 O & M - Police

Vendor

Accts

Time: 04:02:06 Date: 03/17/2022 As Of: 03/22/2022 Page: 8 Amount Memo Systems for Public Safety Inc 180.39 #71536D - 2021 Ford Interceptor - LOF and **Factory Module Updates** 180.39 #71536D - 2021 Ford Interceptor - LOF and Factory 501 000 548 Equipment Rent Module Updates Total Systems for Public Safety Inc 506.10 Tacoma, City of - POWER 14,555.61 Power Various Locations - Mar 2022 001 000 518 General Fund 763.21 Time/Temp Sign and City Hall - Mar 2022 415 000 531 Storm Drain 128.42 PW Bldg Power - Mar 2022 425 000 534 Water Fund (der 128.42 PW Bldg Power - Mar 2022 425 000 534 Water Fund (der 5.013.46 Wells Power - Mar 2022 430 000 535 Sewer Fund (der 128.42 PW Bldg Power - Mar 2022 430 000 535 Sewer Fund (der 2,064.23 Pumps and L/S - Mar 2022 101 000 542 City Street Fund 128.42 PW Bldg Power - Mar 2022 100.38 Traffic Control - Mar 2022 101 000 542 City Street Fund 101 000 542 City Street Fund 1,186.02 Street Lights - Mar 2022 501 000 548 Equipment Rent 197.15 F&E Garage - Mar 2022 001 000 571 General Fund 1,540.54 Rec Center Power - Mar 2022 2.332.46 Pool/Bathhouse Power - Mar 2022 001 000 576 General Fund 001 000 576 General Fund 844.48 Parks Power - Mar 2022 Tri-Tec Communications Inc 214.50 P#64 - Rec Center Phone System Service Call 301 000 594 Park Bond Capit 214.50 P#64 - Rec Center Phone System Service Call **Utilities Underground** 32.58 Locates - Feb 2022 425 000 534 Water Fund (der 16.29 Locates - Feb 2022 430 000 535 Sewer Fund (der 16.29 Locates - Feb 2022 Water Mgmt Labs Inc 320.00 Well #8 - Gross Alpha/Radium Testing - Oct 2021 (Lab backlog caused delay in test/report) 425 000 534 Water Fund (der 320.00 Well #8 - Gross Alpha/Radium Testing - Oct 2021 (Lab backlog caused delay in test/report) Report Total: 595,448.36

> 92.359.11 34,479.78

**ACCOUNTS PAYABLE** 

City Of Fircrest

As Of: 03/22/2022

Time: 04:02:06 Date: 03/17/2022

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Accts Pay # Received Date Due	Vendor	Amount Memo	
	301 Park Bond Capital Fund 415 Storm Drain 425 Water Fund (department) 430 Sewer Fund (department) 501 Equipment Rental Fund	21,802.36 6,491.54 17,960.35 420,465.45 1,889.77	
This report has been re	viewed by:		
REMARKS:	Signature & Title	Date	



## LIQUOR LICENSE RENEWAL

Applicant Information		
Licensee Name:	Fircrest Golf Club	
Establishment Name:	Fircrest Golf Club	
Address:	1500 Regents Blvd	
License Number:	351116	
Request Received:	2/11/2022	
Expiration Date:	05/31/2022	
Department Comments		
Finance	Planning and Building	Police
No concerns.	Allowed by Code. No	I have no issues or concerns.
	concerns.	
Colleen Corcoran	Jayne Westman Director Signature	Acting Chief CelisDirector Signature
Director Signature	Director Signature	טוופננסר Signature
2/47/2022	2/47/2022	2/47/2022
3/17/2022	3/17/2022	3/17/2022



## LIQUOR LICENSE RENEWAL

Applicant Information					
Licensee Name:	Midtowne Partners				
<b>Establishment Name:</b>	Sammy's Pizza				
Address:	1039 Regents Blvd				
License Number:	423427				
Request Received:	February 11, 2022				
Expiration Date:	May 31, 2022				
Department Comments					
Finance	Planning and Building	Police			
No concerns.	Allowed by Code. No	I have no issues or concerns.			
	concerns.				
Colleen Corcoran	Jayne Westman	Acting Chief Celis			
Director Signature	Director Signature	Director Signature			
3/17/2022	3/17/2022	3/17/2022			



## **LIQUOR LICENSE RENEWAL**

Applicant Information						
Licensee Name:	Perry Preston					
Establishment Name:	Stina's Cellars	Stina's Cellars				
Address:	173 Golden Gate Ave					
License Number:	428403					
Request Received:	3/8/2022					
Expiration Date:	06/30/2022					
<b>Department Comments</b>						
Finance	Planning and Building	Police				
No concerns per Finance	No objections.	We have had no issues with this business.				
Colleen Corcoran	Jayne Westman	Acting Chief Celis				
Director Signature	Director Signature	Director Signature				
3/17/21	3/16/22	3/17/22				
Date	Date	Date				

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 03/06/2022

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS (BY ZIP CODE) FOR EXPIRATION DATE OF INCORPORATED AREAS CITY OF FIRCREST 20220630

WA 98466 7411

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE NUMBER

PRIVILEGES

PRESTON, PERRY DWAYNE 1.

STINA'S CELLARS 173 GOLDEN GATE AVE FIRCREST

428403

DOMESTIC WINERY < 250,000 LITERS

FARMER'S MARKET WINE SALES

CITY OF FIRCREST

MAR 10 2022

RECEIVED



#### Washington State Liquor and Cannabis Board PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600 www.liq.wa.gov Fax #: (360) 753-2710

March 06, 2022

Dear Local Authority:

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

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

#### 1) Objection to License Renewal

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

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

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

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

#### 2) Status of License While Objection Pending

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

#### 3) Procedure Following Licensing Division Receipt of Objection

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

#### 4) Procedure if Board Does Not Renew License

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

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

#### 5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director, Licensing and Regulation Division

LIQ 864 07/10



Washington State Liquor and Cannabis Board PO Box 43098, (360) 664-1600

MAYOR OF FIRCREST 115 RAMSDELL FIRCREST, WA 98466



#### Washington State Liquor and Cannabis Board PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600 www.liq.wa.gov Fax #: (360) 753-2710

#### February 06, 2022

Dear Local Authority:

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

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

#### 1) Objection to License Renewal

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

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

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

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

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

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

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

Sincerely,

#### Rebecca Smith

Rebecca Smith, Director, Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 02/06/2022

## LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST (BY ZIP CODE) FOR EXPIRATION DATE OF 20220531

	LICENSEE	BUSINESS NAME AND	) ADDRESS	LICENSE NUMBER	PRIVILEGES
1 👀	FIRCREST GOLF CLUB	FIRCREST GOLF CLUB		351116	PRIVATE CLUB - SPIRITS/BEER/WINE
	1500 REGENTS BLVD FIRCREST		WA 98466 0000		NON-CLUB EVENT
2.	MIDTOWNE PARTNERS LLC	SAMMY'S PIZZA 1039 REGENTS BLVD FIRCREST	WA 98466 6030	423427	BEER/WINE REST - BEER/WINE OFF PREMISES

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

Mayor Brett L. Wittner called the regular meeting to order at 7:00 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.

#### PRESIDING OFFICER'S REPORT

#### A. Proclamation: Black History Month

Councilmember Barrentine read the proclamation Black History Month into the read. **Reynolds MOVED to authorize the Mayor's signature on the proclamation proclaiming the month of February is Black History Month in the City of Fircrest; seconded by Bufford.** Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. The Motion Carried (7-0).

### **B.** Community Center and Pool Project

Grover reported that the Community Center Project's substantial completion date is set for February 25<sup>th</sup>, 2022. Most of the door hardware has been installed and the building is currently secure. The contractor is currently installing audio-visual equipment and roller shades. LEED documentation and submittals are being drafted. The testing and balancing reports are to be expected soon. There is a long list of small punch list items and by the end of this week, the contractor should have an idea of a final completion date. There was a brief discussion held on the removal of the fence, statues installation, and maintaining up-to-date communication with the community.

#### **CITY MANAGER COMMENTS**

City Manager Pingel reported that Sherry Maenhout, lead Community Service Officer 2, passed away. Pingel briefed the Council on changing the lead CSO 2 position to a full-time position and asked for Council feedback. There was a brief discussion on work coverage, employee benefits, and budget amendments. City staff met with Alliance last Thursday, February 17<sup>th</sup> for a pre-development meeting. Pingel requested to dedicate some time in the March Study Session for Council feedback on the development of the Eaton Property. Viafore commented on providing City-owned utilities and the use of commercial space. Pingel asked for Council feedback on the readerboard. There was a consensus on adding the readerboard to the agenda for the next meeting.

#### **DEPARTMENT HEAD COMMENTS**

- Finance Director Corcoran stated that the State Audit Report is now available online and Council will receive copies.
- Public Works Director Bemis reported that the Claremont Street traffic issue measures will be posted on the City's website.
- Police Chief Cheesman reported that the police department will be holding a remembrance gathering for Sherry Maenhout tomorrow, February 23<sup>rd</sup>.
- Parks & Recreation Director Grover reported that Office Assistant Raquel LaPointe started last week, and she updated the Parks&Rec webpage. Andrews asked if the City has data on webpage views. Pingel stated that a report will be provided soon.

#### **COUNCILMEMBER COMMENTS**

- Viafore asked about the timeline status of the Whittier Elementary project and Ms. Andrews' concerns. Pingel stated that he will follow up with Tacoma School District. Bemis stated that he will reach out to Ms. Andrews and report back to Council. Police Chief Cheesman spoke with Whittier Elementary Principal. The project has been postponed and students will be attending McKinley during the construction.
- Reynolds; no comment.
- Barrentine; no comment.
- George gave his condolences to the police staff and the Maenhout family. He addressed the Whittier Elementary construction project and referred to the Tacoma School District website. Whittier is slated to open in 2027 and students will be attending McKinley.
- Bufford; no comment.
- Andrews congratulated Curtis High School boys swim team for winning the 2022 State Champions.
- Wittner gave his condolences to the city and police staff, and the Maenhout family. Wittner and Pingel met with Congresswoman Marilyn Strickland, last Friday, to discuss the future of Firerest.

#### PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Wittner invited public comment. The following individual provided public comment:

• Brian Rybolt, 1036 Daniels Drive, expressed his concern about the Tacoma School District construction bond, Whittier Elementary's new playground equipment, and the readerboard.

#### COMMITTEE, COMMISSION, AND LIAISON REPORTS

#### A. Parks & Recreation

George reported that the request for proposals to resurface the tennis courts will be going out soon. The tentative schedule for the resurfacing will begin in June and it will produce three tennis courts and six pickleball courts. Staff is waiting for the Community Center construction to finish before moving on to the athletic field improvements. Parks & Recreation Director Grover will post an RFQ and RFP for the improvements. The community center is going to operate seven days a week, tentatively. Logistics and rental reservations are being discussed by staff.

#### **B.** Pierce County Regional Council

Reynolds reported that the 2022 work plan has passed. The contract with Ceiba Consulting to continue to use Brynn Brady as the PCRC's lobbyist was signed.

#### C. Public Safety, Courts

Viafore reported that there have been no major changes with legislation. Viafore gave kudos to Judge Miller and the court staff. Viafore commented that he participated in the community service officer interview process and a frequently asked question was medical benefits. Viafore gave his condolences to the Maenhout family.

#### D. Street, Water, Sewer, and Storm Drain

Barrentine reported that the 44<sup>th</sup> and 67<sup>th</sup> lift station upgrade will be going out to RFP soon. KPG consultant is in the process of finalizing the Summit Ave water main upgrade design. The

stormwater pre-treatment project has been approved by the Department of Ecology. The Tot Lot was closed for pressure washing.

## E. Other Liaison Reports

None were provided.

#### **CONSENT CALENDAR**

Wittner requested the City Clerk read the Consent Calendar: approval of Voucher No. 217643 through Voucher Check No. 217643 in the amount of \$1,251.25; approval of Voucher No. 217685 through Payroll Check No. 217738 in the amount of \$249,706.74; approval of Payroll electronic funds transfer in the amount of \$123,333.24; approval of the February 8, 2022, Regular Meeting minutes as corrected. Barrentine MOVED to approve the Consent Calendar as read; seconded by Viafore. Finance Director Corcoran requested to remove Accounts Payable 26300: Tacoma City Treasurer, check number 217693, in the amount of \$405,470.89. Corcoran stated that the corrected certification form needs to be reviewed and signed by Council. The Motion to Approve the Consent Calendar Carried (7-0) as amended.

#### **PUBLIC HEARING**

No Public Hearing was scheduled.

#### **UNFINISHED BUSINESS**

#### A. Voucher Number 217643, Morton McGoldrick PLLC

Wittner stated that he works for Morton McGoldrick Law firm and excused himself to avoid any potential conflict of interest. Viafore MOVED to untable Voucher Number 217643, Morton McGoldrick PLLC; seconded by Bufford. Manager Pingel briefed the Council that Voucher Number 217643, Morton McGoldrick PLLC was tabled at the previous Council meeting and discussed at the executive session. Barrentine invited councilmember comment. There was a brief discussion on the handling of the situation. Barrentine MOVED to pay Voucher Number 217643, Morton McGoldrick PLLC; seconded by Bufford. Reynolds requested legal guidance on the Council rules pertaining to voting. The Motion Carried (4-2), with Viafore and Reynolds, abstaining and Wittner excused.

#### **NEW BUSINESS**

## A. Resolution No 1757: Approval of Radio Equipment Management Agreement with Pierce **County**

Police Chief Cheesman provided an overview of the proposed agreement and noted that the County Communications rate has not increased since 2016. Barrentine MOVED to adopt Resolution No. 1757, authorizing the City Manager to execute an agreement with Pierce County for a communications maintenance program for the years 2022-2026; seconded by **Bufford.** Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. The Motion Carried (7-0).

## B. Resolution No. 1758: Approval of SEEK Grant Agreement

Park and Recreation Director Grover briefed the Council on the proposed contract with the Association of Washington Cities through the Summer Experiences & Enrichment for Kids Fund and highlighted that this grant will provide programming to community youth. Barrentine MOVED to adopt Resolution No. 1758, authorizing the City Manager to execute an agreement with the Association of Washington Cities through the Summer Experiences & Enrichment for Kids Fund (SEEK Fund) a program of the Washington Office of Superintendent of Public Instruction for a grant in the amount of \$25,780 to provide a Teen Late Night program, Summer Day Camp, and Summer Basketball Camp.; seconded by Viafore. Wittner invited councilmember comment. Viafore commented on the Pierce County Library outreach. Wittner invited public comment; none were provided. The Motion Carried (7-0).

# C. Resolution No. 1759: Approval of Professional Services Agreement with Forterra for Grant and Property Acquisition Services

City Manager Pingel briefed the Council on a professional services agreement with Forterra for Grant and Property Acquisition Services to potentially purchase the Bourgaize Property through various conservation grants. Bufford MOVED to adopt Resolution No. 1759 authorizing the City Manager to execute a professional services agreement with Forterra for Grant and Property Acquisition Services; seconded by Barrentine. Wittner invited councilmember comment. Andrews requested a written legal opinion from the City Attorney for the Forterra Contract. Extensive discussions included the budget impacts and potential amendment, geospatial engineering services, the bid process, the timing of grant applications, public outreach, and intended use of land. Wittner invited public comment:

• Brian Rybolt, 1036 Daniels Dr, expressed his concern about land development, the cost of services, and focusing on maintaining current parks.

Andrews MOVED to amend Resolution No. 1759 to remove all geospatial engineering services from the Forterra contract; seconded by Reynolds. Wittner invited councilmember comment; there were none. Wittner invited public comment; there were none. The Motion As Amended Failed (2-5).

There were further discussions to include funding source, budget amendment passage, and the cost and timing of the contract.

Wittner requested a roll call vote: Andrews- No; Barrentine – Yes; Bufford – Yes; George – Yes; Reynolds – No; Viafore - No; Wittner – Yes.

## The Motion Carried (4-3).

## D. End of Year 2020 Financial Report

Finance Director Corcoran provided an overview of the year-end report and highlighted changes in certain funds. Corcoran reported that the City distributed \$127,404 in rental assistance and business assistance through grants. ARPA funds in the amount of \$350,000 were transferred to the Water Capital Fund to supplement the water meter replacement program. The General Fund still has \$473,948 to use before 12/31/24. The city will receive the second half of ARPA in 2022 The City has fared well through COVID-19 due to very conservative financial practices.

#### **CALL FOR FINAL COMMENTS**

- Andrews congratulated Public Works Director Bemis' son for his efforts in helping Curtis High School Boy's swim team win the 2022 State Championship.
- Viafore requested Pingel and Bemis to give an update on the City of Tacoma voucher. Pingel stated that the City of Tacoma believes it was in error and is being researched.

## **FEBUARY 22, 2022**

## FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 5

- City Manager Pingel gave kudos to Police Chief Cheesman.
- Wittner commented on the live transcripts.

## **EXECUTIVE SESSION**

No executive session was scheduled.

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Reynolds MOVED to adjourn the meeting at 9:28 P.M., seconded by Bufford. <u>The Motion Carried (7-0)</u>.

Brett L. Wittner, Mayor
•
Jayne Westman, City Clerk

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

Mayor Brett L. Wittner called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Nikki Bufford, and Jim Andrews were present. Councilmember George was absent and excused.

#### PRESIDING OFFICER'S REPORT

#### A. Community Center and Pool Project

Grover reported that the contractor is working towards temporary occupancy to set a substantial completion date. The City is tracking items needed for substantial completion to include, AV equipment, commissioning, LEED documentation, and submittals. Right Systems has established internet and communications at the Community Center. Events have been posted for the Community Center, including the Mother & Son dance, and the Daddy-Daughter dance. Bufford asked if changes to the opening date have been published online. Pingel stated that it has not been published yet.

#### **CITY MANAGER COMMENTS**

City Manager Pingel stated that an RFQ for a building inspection and planning review contract will go out soon and the City is looking for an interim building inspector prior to posting the RFQ. The City has received feedback from event vendors about the fees and the City is proposing to change the fee from \$150 to \$75. There was a discussion held on staying competitive with vendor fees, having fewer vendors to allow them to make a profit, and lower rates for locally owned businesses. Wittner recognized meeting attendees including former Councilmember Waltier.

#### **DEPARTMENT HEAD COMMENTS**

- Police Chief Cheesman presented the new Fircrest Police Department coins and briefed the Council on their significance. The coins will be handed out to Fircrest residents who volunteer in the community and for outstanding acts of community service.
- Public Works Director Bemis reported that he has been meeting with KPG, the City's engineering consultant, and PSE regarding the Summit Water Main Upgrade project. PSE is slated to start on March 21<sup>st</sup>. Door notifications and information on the City's website will be posted soon. Viafore commented on the need for curbs and gutters at Summit Ave. and asked to do a walk-through.
- Parks & Recreation Director Grover recognized Pierce Conservation District and local stewardship for their work at Whittier Park. Pierce Conservation District was awarded a grant for five interpretive signage at Thelma Gilmur Park. Baseball registration opens on March 21<sup>st</sup>.

#### **COUNCILMEMBER COMMENTS**

- Andrews stated that an email was received from Mr. Stonefield, would like staff to follow up and update Council with their response.
- Bufford acknowledged International Women's Day and raised awareness of women's accomplishments. The Whittier Park volunteers are always in need of new volunteers. They meet on the first Saturday of every month.
- Barrentine thanked City staff for the events and activities. Barrentine stated that Sue Kidd passed and gave his condolences.
- Viafore asked for an update on the age of the pump at the Drake Street lift station and what line item are the repair funds coming out of.

- Reynolds acknowledged International Women's Day and her inspirations for public service.
- Wittner thanked meeting attendees.

#### PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Wittner invited public comment. The following individual provided public comment:

• Yolonda Brooks, 6464 19<sup>th</sup> St W Unit #C, commented on various topics including but not limited to Juneteenth event, conducting a wetland and geotechnical study for the Bourgaize property, councilmember replacement, the terrific kids' program, supporting Fircrest businesses and Bufford's views on the Police Department.

## COMMITTEE, COMMISSION, AND LIAISON REPORTS

#### A. Administration

Bufford reported that City staff is looking for communication options for public outreach. Tacoma and Pierce County health guidelines state that masks are no longer required for indoor settings.

#### B. Environmental, Planning, and Building

Andrews reported that the Planning Commission meeting was canceled. The City has received plan sets for a new residence on Holly Court. There is a public hearing scheduled for March 22<sup>nd</sup> for a detached ADU. City staff has been busy with the potential development of the Mildred property.

#### C. Finance, IT, Facilities

Reynolds reported that the finance department is working on a budget amendment and year-end state reports.

#### **D.** Other Liaison Reports

None were provided.

#### **CONSENT CALENDAR**

Wittner requested the City Clerk read the Consent Calendar: approval of Voucher No. 217739 through Voucher Check No. 217792 in the amount of \$257,611.53; approval of Voucher No. 14136 through Voucher Check No. 14136 in the amount of \$277.39; approval of Voucher No. 14137 through Voucher Check No. 14139 in the amount of \$8,769.09; approval of Voucher No. 14140 through Voucher Check No. 14144 in the amount of \$55,638.30; approval of Payroll electronic funds transfer in the amount of \$127,624.93; approval of the February 1, 2022, Planning Commission Joint Meeting minutes; and approval of the February 22, 2022 Study Session Meeting minutes. Viafore MOVED to approve the Consent Calendar as read; seconded by Barrentine. The Motion Carried (6-0).

#### **PUBLIC HEARING**

No Public Hearing was scheduled.

#### **UNFINISHED BUSINESS**

There was none.

#### **NEW BUSINESS**

#### A. Resolution No 1760: Readerboard Project Award

Parks & Recreation Director Grover provided an overview of the proposed agreement and noted that the readerboard has been in discussions since 2020. Viafore MOVED to adopt Resolution No. 1760, 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; seconded by Reynolds. Wittner invited councilmember comment. There were discussions including inflation, making timely decisions, and being conservative with finances. Wittner invited public comment.

• Former councilmember Waltier stated that a digital readerboard would benefit the community.

Wittner requested a roll call vote: Andrews – No; Barrentine – Yes; Bufford- No, Reynolds – Yes; Viafore – Yes; Wittner - Yes.

### **The Motion Carried (4-2).**

# B. Resolution No. 1758: Approval of S&B, Inc. as the Sole Source Provider of the City's SCADA System

Public Works Director Bemis briefed the Council on the proposed contract with S&B Inc and highlighted that S&B Inc has been the SCADA provider for the City since prior to 1984. Viafore MOVED to adopt Resolution No. 1761, 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; seconded by Bufford. Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. The Motion Carried (6-0).

#### **CALL FOR FINAL COMMENTS**

- Viafore asked if there was a follow-up done with Ms. Andrews. Pingel stated that the Public Works Department has been attempting to contact her. Viafore requested a record retention policy. Westman stated that the City follows the WA Secretary of State record retention schedule.
- Wittner asked about the readerboard design.

#### **EXECUTIVE SESSION**

No executive session was scheduled.

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Viafore MOVED to adjourn the meeting at 7:52 P.M., seconded by Barrentine. <u>The Motion Carried (6-0)</u>.

Brett L. Wittner, Mayor
Jayne Westman, City Clerk

#### FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Budget Amendment 1st Reading

**ITEM: 13A** 

**DATE:** 03/22/2022

PRESENTED BY: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: None. Introduction of Proposed Ordinance Only.

**PROPOSAL:** This is a request for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2022 Budget.

**FISCAL IMPACT:** The fiscal impact of this proposal results in increases in expenditures with corresponding increases in revenue or corresponding decreases in fund balance as follows:

Fund	Account	Title	In(de)crease	Ref
General	308.31.00.01	Restricted BFB ARPA*	473,948	1
	308.51.00.01	Assigned BFB Light	10,597	1
	308.51.00.02	Assigned BFB 44th/Alameda	10,391	1
	308.91.00.01	Unassigned BFB General	781,723	1
	334.00.30.00	Records Mgt Grant	14,680	2
	367.00.00.11	AWC Seek Grant	25,780	3
	511.60.35.00	Legislative-Small Tools Equip*	10,000	4
	513.10.10.00	Admin-Salaries & Wages	10,000	2
	513.10.31.00	Admin-Operating Supplies	680	2
	513.10.35.00	Admin-Small Tools & Equip	4,000	2
	521.22.20.00	Police-Personnel Benefits	23,000	5
	571.10.12.00	Recreation-Cas/Sea Salaries	18,600	3
	571.10.31.03	Recreation-Youth Supplies	5,400	3
	571.20.49.07	Recreation-Youth Basketball	1,780	3
	571.10.31.02	Recreation-Senior Supplies	15,000	6
	571.10.41.00	Recreation-Senior Trips	15,000	6
	594.21.64.00	Police Cap-Mach & Equip.*	20,000	7
	508.31.00.01	Restricted EFB ARPA*	443,948	1,4,7
	508.51.00.01	Assigned EFB Light	10,597	1
	508.51.00.02	Assigned EFB 44th/Alameda	10,391	1
	508.91.00.01	Unassigned EFB General	728,723	1,5,6
Street	308.91.01.01	Unassigned BFB-Street	31,023	1
	508.91.01.01	Unassigned EFB-Street	31,023	1
Police Inv	308.31.01.05	Restricted BFB-Police Inv	(90)	1
	521.21.49.00	Miscellaneous Investigations	(90)	1

Park Bond	308.31.02.01	Restricted BFB-Park Bond	13,985	1
	508.31.02.01	Restricted EFB-Park Bond	13,985	1
Park Cap	308.31.03.01	Restricted BFB-Park Capital	2,039,673	1
	594.76.62.03	Building & Structures	2,157,942	8
	508.31.03.01	Restricted EFB-Park Capital	(118,269)	1,8
REET	308.31.03.11	Restricted BFB-REET (1st 1/4)	222,648	1
	308.31.03.12	Restricted BFB-REET (2nd 1/4)	248,930	1
	508.31.03.11	Restricted EFB-REET (1st 1/4)	222,648	1
	508.31.03.12	Restricted EFB-REET (2nd 1/4)	248,930	1
Storm	308.51.04.15	Assigned BFB-Storm	54,688	1
	508.51.04.15	Assigned EFB-Storm	54,688	1
Storm Cap	308.51.04.16	Assigned BFB-Storm Capital	(9,361)	1
	508.51.04.16	Assigned EFB-Storm Capital	(9,361)	1
Water	308.51.04.25	Assigned BFB-Water	(40,674)	1
	508.51.04.25	Assigned EFB-Water	(40,674)	1
Water Cap	308.31.04.26	Restricted BFB-Water Cap ARPA*	14,962	1
	308.51.04.26	Assigned BFB-Water Capital	81,419	1
	332.92.10.02	ARPA Revenue*	(250,000)	9
	333.11.00.00	Water Meter Grant	165,870	10
	594.34.63.01	Other Improv Water Cap*	150,000	11
	594.34.63.01	Other Improv Water Cap*	250,000	12
	508.31.04.26	Restricted EFB-Water Cap ARPA*	(410,000)	1,9,11
	508.31.04.26	Assigned EFB-Water Capital	22,251	1,10,12
Sewer	308.51.04.30	Assigned BFB-Sewer	146,544	1
	508.51.04.30	Assigned EFB-Sewer	146,544	1
Sewer Cap	308.51.04.32	Assigned BFB-Sewer Capital	214,513	1
	594.35.63.01	Improvements	50,000	13
	594.35.63.03	Improvements	100,000	14
	508.51.04.32	Assigned EFB-Sewer Capital	64,513	1,13,14
ERR	308.51.05.01	Assigned BFB-ERR	16,348	1
	508.51.05.01	Assigned EFB-ERR	16,348	1

The City of Firerest adopts an annual budget at the fund level. The above adjustments will result in an Amended 2022 Budget by fund as follows:

	FUND	ORIGINAL	ADJUSTMENT	AMENDED
001	General	10,230,277	1,317,119	11,547,396
101	Street	799,095	31,023	830,118
105	Police Investigation	12,500	13,985	26,485
150	Cumulative Reserve	1,739,917	2,039,673	3,779,590
201	Park Bond Debt Service	686,085	54,688	740,773
301	Park Bond Capital	1,424,615	(9,361)	1,415,254
310	Real Estate Excise Tax	2,098,880	(40,674)	2,058,206
415	Storm Drain	839,826	12,251	852,077
416	Storm Capital	1,018,107	146,544	1,164,651
425	Water	1,492,302	214,513	1,706,815
426	Water Capital	980,987	16,348	997,335
430	Sewer	3,780,920	(90)	3,780,830
432	Sewer Capital	1,305,947	471,578	1,777,525
501	<b>Equipment Replacement</b>	2,032,314	-	2,032,314
	TOTAL ALL FUNDS	28,441,772	4,267,597	32,709,369

**ADVANTAGE:** This proposal will provide the necessary budget for the following:

- 1. Match Budgeted Beginning Fund Balances to actual in all funds
- 2. Grant revenue and expenses for records management
- 3. Grant revenue and expenses for SEEK grant for summer recreation programs
- 4. Purchase laptops for Council with funding from ARPA funds
- 5. Cost for increasing Police CSO II to full time
- 6. Increase budget for senior programs with funding from Edwards Family donation
- 7. Budget to purchase AEDs for police vehicles using ARPA funds
- 8. Rollover budget for Recreation Center construction
- 9. Correct budget for ARPA revenue
- 10. Department of Commerce grant revenue for water meter program
- 11. Increase budget for Summit water main using ARPA funds
- 12. Add budget for Contra Costa water main project
- 13. Rollover for completion of Estate Place lift station project
- 14. Increase budget for 44<sup>th</sup> Street lift station project

Attachment(s): Ordinance

# CITY OF FIRCREST ORDINANCE NO.

AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON, AMENDING ORDINANCE NO. 1679 TO AUTHORIZE ADDITIONAL EXPENDITURES OF FUNDS FOR MATTERS NOT FORESEEN AT THE TIME OF FILING THE ANNUAL BUDGET FOR 2022; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2022; and;

WHEREAS, the City of Fircrest adopts an annual budget at the fund level and;

**WHEREAS**, the City of Fircrest adopted its 2022 Budget on November 9,2021 through Ordinance #1679 and;

WHEREAS, it is necessary to amend the adopted 2022 budget to defray the anticipated expenditures; Now, Therefore,

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

**Section 1.** The revenues and expenditures set forth in Section 2 below are not one of the emergencies specifically enumerated in RCW 35A.33.080.

Section 2. Amendment Section 2 of Ordinance No. 1679 is hereby amended to read as follows:

	FUND	ORIGINAL	ADJUSTMENT	AMENDE
001	General	10,230,277	1,317,119	11,547,3
101	Street	799,095	31,023	830,1
105	Police Investigation	12,500	13,985	26,4
150	Cumulative Reserve	1,739,917	2,039,673	3,779,5
201	Park Bond Debt Service	686,085	54,688	740,7
301	Park Bond Capital	1,424,615	(9,361)	1,415,2
310	Real Estate Excise Tax	2,098,880	(40,674)	2,058,2
415	Storm Drain	839,826	12,251	852,0
416	Storm Capital	1,018,107	146,544	1,164,6
425	Water	1,492,302	214,513	1,706,8
426	Water Capital	980,987	16,348	997,3
430	Sewer	3,780,920	(90)	3,780,8
432	Sewer Capital	1,305,947	471,578	1,777,5
501	Equipment Replacement	2,032,314	-	2,032,3
	TOTAL ALL FUNDS	28,441,772	4,267,597	32,709,3

	COUNCIL OF THE CITY OF FIRCRI meeting thereof this 12th day of April 2022.
, , , at a regular i.	nooming moreor tins 12th day of April 2022.
	APPROVED:
	Brett L. Wittner, Mayor
ATTEST:	
Jayne Westman, City Clerk	
APPROVED AS TO FORM:	
AFFROVED AS TO FORM:	
Hillary J. Evans, City Attorney	
Publication Date:	
Effective Date:	
	Page 2 of 2
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#### FIRCREST CITY COUNCIL AGENDA SUMMARY

**MARCH 22, 2022** 

**Declaration of Use of Coronavirus State and Local Fiscal Recovery NEW BUSINESS: ITEM: 13B** 

Funds (SLFRF) Established Under the American Rescue Plan Act

(ARPA)

**Scott Pingel, City Manager** FROM:

RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_, declaring the City of Fircrest's use of Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act.

**PROPOSAL:** The Council is being asked to adopt a resolution that declares the City's intent to claim the City's full award amount from the Coronavirus State and Local Fiscal Recovery Fund (ARPA Funds) as lost revenue. The Final Rule for these funds offers a standard allowance for revenue loss of \$10 Million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. The rule establishes that recipients that select the standard allowance may use that amount for government services. For ongoing reporting purposes, this provides the City the most efficient way forward as well as the most flexibility in use of ARPA Funds the City has been awarded. City staff believe the City's general plan for using ARPA Funds should continue to be pursued, and are not hereby suggesting a change in the City's use of ARPA Funds.

FISCAL IMPACT: This resolution does not specifically have a fiscal impact. It checks a box in the City's reporting requirements for ARPA Funds.

**ADVANTAGE:** Keeps the City compliant with reporting requirements.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City Council can choose to report a different use of ARPA Funds.

HISTORY: The State and Local Fiscal Recovery Fund established under the American Rescue Plan Act provides for direct funding awards for non-entitlement units (cities under 50,000 population). The current total award for the City of Fircrest is \$1,909,840. This is a couple of thousand dollars higher than our original award, however, they redistributed any funds that were rejected by other entities.

**ATTACHMENT:** Resolution

State and Local Fiscal Recovery Fund Final Rule (external link)

CITY OF FIRCREST 1 RESOLUTION NO. 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, 3 WASHINGTON, DECLARING THE CITY OF FIRCREST'S USE OF 4 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT. 5 6 WHEREAS, the City of Fircrest is a non-entitlement unit according to the American 7 Rescue Plan Act: and 8 WHEREAS, the American Rescue Plan Act established the Coronavirus State and Local Fiscal Recovery Fund, which provides funding awards to non-entitlement units 9 to aid in responding to the effects of the Coronavirus Pandemic; and 10 WHEREAS, the Final Rule for use of Coronavirus State and Local Fiscal Recovery 11 Funds offers a standard amount of revenue loss of up to ten million dollars; and 12 WHEREAS, the Final Rule for use of Coronavirus State and Local Fiscal Recovery Funds establishes that recipients that select the standard allowance may use that 13 amount for government services. 14 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE 15 CITY OF FIRCREST THAT: 16 Section 1. The City of Firerest hereby declares the City's use of the standard allowance for revenue loss under the Final Rule for the Coronavirus State and Local 17 Fiscal Recovery Fund for the City's entire award under this fund. 18 **APPROVED AND ADOPTED** this 22<sup>nd</sup> day of March 2022 at a regular meeting of 19 the City Council of the City of Fircrest. 20 **APPROVED:** 21 22 Brett L. Wittner, Mayor 23 ATTEST: 24 25 Jayne Westman, City Clerk 26 27 APPROVED AS TO FORM: 28 29 Hillary J. Evans, City Attorney

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#### FIRCREST CITY COUNCIL AGENDA SUMMARY

March 22, 2022

**NEW BUSINESS: Zoom Phone System VOIP** 

**ITEM: 13C** 

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: I move to adopt Resolution No.\_\_\_\_\_, authorizing the City Manager to execute an amendment to the agreement with Zoom Video Communications, Inc. to provide internet phone service for the City.

**PROPOSAL:** To authorize the City Manager to execute an amendment to the agreement with Zoom Video Communications, Inc. (Zoom) to add internet phone service in addition to Zoom meetings.

**HISTORY:** At the February 22, 2022 Council meeting, staff presented information on three different internet phone providers as well as the history of our current system. Council direction was to proceed with converting the phone system to an internet-based system.

**ADVANTAGE:** There are several advantages to internet phone service.

- Ease of use
- Ability to log in from desktop and use the computer as a phone
- Easy access through the desktop to make changes to settings
- Remote access from home or other places when away from the office or in the field
- Auto-attendant for inbound calls. Messages can easily be changed allowing better communication with citizens. Example: Pre-recorded message can say "Pool will be open today from 2:00 to 5:00"
- Voice mails can be received as an email and transcribed to text.
- No charges for long-distance calls within the United States.

**FISCAL IMPACT:** Currently we pay about \$750 per month for landlines that will be eliminated by moving to the internet for phone service. There is also a savings of about \$670 per month for ERR contributions. The monthly cost per the phone service with Zoom is \$1,121.96 plus taxes (approximately 19% or \$213 per month which includes a 6% City of Fircrest utility tax that will be remitted back to the City).

**RECOMMENDATION:** Staff recommends authorizing the City Manager to execute the agreement with Zoom Video Communications, Inc. to provide internet phone service.

**ATTACHMENTS:** Resolution

Zoom Amendment Form Number: Q1143176

**Zoom Terms of Service Agreement** 

Correspondence

## **CITY OF FIRCREST** 1 RESOLUTION NO. 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE 3 CITY MANAGER TO EXECUTE AN AGREEMENT WITH 4 ZOOM VIDEO COMMUNICATIONS, INC. TO PROVIDE INTERNET PHONE SERVICE. 5 WHEREAS, the City of Fircrest has contracted with Zoom Video Communications, 6 Inc. to provide internet meetings; and 7 WHEREAS, the City has determined a need for internet phone service; and 8 WHEREAS, Zoom Video Communications, Inc. has the required experience and 9 expertise to provide such services; and 10 WHEREAS, the City has determined it is in the best interest of the City to retain 11 Zoom Video Communications, Inc. to deliver these services; Now Therefore, 12 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST: 13 Section 1. The City Manager is hereby authorized and directed to execute an 14 agreement with Zoom Video Communications, Inc., substantially in the form attached hereto as "Zoom Amendment Form Number Q1143176". 15 **Section 2.** This Resolution shall take effect immediately upon adoption by a majority 16 vote of the City Council. 17 APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF 18 FIRCREST, WASHINGTON, at a regular meeting thereof this 22nd day of March 2022. 19 20 APPROVED: 21 22 Brett L. Wittner, Mayor 23 24 ATTEST: 25 26 Jayne Westman, City Clerk 27 28

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1	APPROVED AS TO FORM:	
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3	Hillary J. Evans, City Attorney	
4	Innary V. Evans, City Tutorney	
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Amendment Form Number: Q1143176 Valid Until: Zoom Video Communications Inc. ('Zoom')

55 Almaden Blvd, 6th Floor San Jose, CA

Email: kevin.caputo@zoom.us

**Billed To** 

Customer: Symmetry Financial - Jayne Westman

Contact Name: Colleen Corcoran

115 Ramsdell Street Fircrest, Washington 98466, United States

Email Address: ccorcoran@cityoffircrest.net

Phone: 253-564-8901

Auto Renew: Yes

Term End Date (co-terminus with the existing contract): 03/31/2024

Initial Paid Subscription Term: 36 Month Renewal Subscription Term: 36 Month Paid Period Start Date: 03/01/2022 Sold To

Customer: Symmetry Financial - Jayne Westman

Contact Name: Colleen Corcoran

115 Ramsdell Street Fircrest, Washington 98466, United States

Email Address: ccorcoran@cityoffircrest.net

Phone: 253-564-8901

Billing Method: Email Currency: USD

Payment Term: Net 30

This Zoom Amendment Form is for adjusting or amending an existing Order Form, or for the purchase of the Zoom licenses and services set forth below. The use and delivery of any services provided for herein shall be governed by Zoom Terms of Service found at <a href="http://www.zoom.us/terms">http://www.zoom.us/terms</a> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

AMENDMENT	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	TOTAL
New Rate Plan "HaaS US ZP PolyVVX350 w/PS Monthly"	HaaS US ZP PolyVVX350 w/PS Monthly	Month	43	USD 5.49	USD 236.07
New Rate Plan "HaaS US ZP PolyVVX450 w/PS Monthly"	HaaS US ZP PolyVVX450 w/PS Monthly	Month	11	USD 5.99	USD 65.89
New Rate Plan "Zoom Phone Pay As You Go"	Zoom Phone Monthly Usage - overage fee	Month	NA	NA	NA
New Rate Plan "Zoom Phone Pay As You Go"	Zoom Phone Pay As You Go	Month	1	USD 0.00	USD 0.00
New Rate Plan "Zoom Phone US/Canada Phone Numbers Monthly"	Zoom Phone US/Canada Phone Numbers Monthly	Month	2	USD 5.00	USD 10.00
New Rate Plan "Zoom Phone US/Canada Unlimited Calling Named User Monthly"	Zoom Phone US/Canada Unlimited Calling Named User Monthly	Month	54	USD 15.00	USD 810.00

(Before Taxes)

Monthly Incremental Spend:

USD 1,121.96

Customer: Colleen Corcoran

Address: 115 Ramsdell Street Fircrest, Washington 98466 United States

Email: ccorcoran@cityoffircrest.net

Phone: 2535648901

Qty: 11 | PolyVVX450 w/PS US Qty: 43 | PolyVVX350 w/PS US

## Other Terms & Notes

#### **Special Notes:**

The first Invoice amount from this Quote will be prorated based on the existing subscription billing cycle date and thus invoice amount will be different from the above Monthly and Annual Incremental Spend.

Should Customer's existing subscription term be extended via this Amendment order, the revised subscription term will apply to Customer's entire existing subscription.

#### Other:

Named Host - means any licensed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 100 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned. Country or region availability for Zoom Phone is listed on Zoom's website and is subject to change (see https://explore.zoom.us/docs/en-us/zoomphone/global-coverage.html).

#### **Zoom HaaS Program Terms and Conditions**

Customer's purchase of Zoom Hardware-as-a-Service ('HaaS') pursuant to this Zoom Order Form, is governed by the Zoom HaaS Program terms and conditions found at: <a href="https://zoom.us/docs/en-us/haas-terms.html">https://zoom.us/docs/en-us/haas-terms.html</a>, which shall apply for the duration of Customer's participation in the Zoom HaaS Program (as defined in the applicable terms and conditions).

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply. Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

Professional Services, if purchased, will be presented in a separate Order Form.

#### **Zoom Phone Rates**

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Enabled Status Y means Zoom Phone for country is Enabled upon provisioning N means Zoom Phone for country is Not Enabled upon provisioning

Toll-Free Country   Landline Rate   Mobile Rate   Enabled Status	Callout Country   Landline Rate   Mobile Rate   Enabled Status
ARGENTINA   0.4097 \$   0.4097 \$   Y	AFGHANISTAN   0.3124 \$   0.3766 \$   Y
AUSTRALIA   0.0446 \$   0.0482 \$   Y	ALBANIA   0.2534 \$   0.7026 \$   Y
AUSTRIA   0.1989 \$   0.8635 \$   Y	ALGERIA   0.3773 \$   2.1167 \$   Y
BRAZIL   0.2663 \$   0.9559 \$   Y	AMERICAN SAMOA   0.3267 \$   0.3267 \$   Y
CANADA   0.0376 \$   0.0376 \$   Y	ANDORRA   0.1589 \$   0.348 \$   Y
CROATIA   0.1671 \$   0.9036 \$   Y	ANGOLA   0.6882 \$   0.5871 \$   Y
CYPRUS   0.0651 \$   0.112 \$   Y	ANGUILLA   1.0442 \$   1.0442 \$   Y
CZECHIA   0.1083 \$   0.1083 \$   Y	ANTIGUA AND BARBUDA   1.0218 \$   1.0486 \$   Y
DENMARK   0.0574 \$   1.6679 \$   Y	ARGENTINA   0.1156 \$   0.5623 \$   Y
FINLAND   0.2549 \$   0.5845 \$   Y	ARMENIA   0.3098 \$   0.3455 \$   Y
GREECE   0.0596 \$   2.225 \$   Y	ARUBA   0.1557 \$   0.3294 \$   Y
HUNGARY   0.1083 \$   0.3419 \$   Y	ASCENSION ISLAND   1.8943 \$   1.065 \$   Y
IRELAND   0.1307 \$   0.8823 \$   Y	AUSTRALIA   0.0443 \$   0.182 \$   Y
ISRAEL   0.1261 \$   0.1261 \$   Y	AUSTRIA   0.0501 \$   0.23 \$   Y
LATVIA   0.7147 \$   0.7147 \$   Y	AZERBAIJAN   0.434 \$   0.5256 \$   Y
LITHUANIA   0.4916 \$   0.4916 \$   Y	BAHAMAS   0.6278 \$   0.6278 \$   Y
LUXEMBOURG   0.1461 \$   0.6905 \$   Y	BAHRAIN   0.4356 \$   0.5154 \$   Y
MEXICO   0.1325 \$   0.1325 \$   Y	BANGLADESH   0.1703 \$   0.1697 \$   Y
NETHERLANDS   0.3419 \$   1.138 \$   Y	BARBADOS   0.972 \$   1.0238 \$   Y
NEW ZEALAND   0.0629 \$   0.4557 \$   Y	BELARUS   0.6629 \$   0.6641 \$   Y
POLAND   0.5007 \$   0.5007 \$   Y	BELGIUM   0.308 \$   0.5272 \$   Y
ROMANIA   0.2367 \$   0.5235 \$   Y	BELIZE   1.533 \$   1.533 \$   Y
SLOVAKIA   0.4871 \$   1.5204 \$   Y	BENIN   0.602 \$   0.5223 \$   Y
SLOVENIA   0.2581 \$   0.6637 \$   Y	BERMUDA   0.3216 \$   0.3216 \$   Y
SPAIN   0.0901 \$   1.2564 \$   Y	BHUTAN   0.1257 \$   0.1025 \$   Y
SWEDEN   0.0592 \$   0.3719 \$   Y	BOLIVIA (PLURINATIONAL STATE OF)   0.5155 \$   0.8003 \$

SWITZERLAND | 0.4252 \$ | 2.1258 \$ | Y UNITED KINGDOM | 0.0376 \$ | 0.0376 \$ | Y BOSNIA AND HERZEGOVINA | 0.6177 \$ | 1.313 \$ | Y BOTSWANA | 0.436 \$ | 0.9398 \$ | Y UNITED STATES OF AMERICA | 0.0376 \$ | 0.0376 \$ | Y BRAZIL | 0.0524 \$ | 0.2582 \$ | \ BRUNEI DARUSSALAM | 0.1424 \$ | 0.0558 \$ | Y BULGARIA | 0.1186 \$ | 0.8406 \$ | Y BURKINA FASO | 0.5944 \$ | 0.6532 \$ | Y BURUNDI | 0.788 \$ | 0.8907 \$ | Y CABO VERDE | 0.5317 \$ | 0.3612 \$ | Y CAMBODIA | 0.3497 \$ | 0.3497 \$ | Y CAMEROON | 0.4107 \$ | 0.5179 \$ | Y CANADA | 0.0355 \$ | 0.0355 \$ | Y CAYMAN ISLANDS | 0.7259 \$ | 0.4934 \$ | Y CENTRAL AFRICAN REPUBLIC | 1.0972 \$ | 0.8121 \$ | Y CHAD | 0.83 \$ | 0.8565 \$ | Y CHILE | 0.1132 \$ | 0.5309 \$ | Y CHINA | 0.0395 \$ | 0.0395 \$ | Y COLOMBIA | 0.117 \$ | 0.1003 \$ | Y COMOROS | 0.6617 \$ | 0.7148 \$ | Y CONGO, DEMOCRATIC REPUBLIC OF THE | 0.867 \$ | 0.7109 \$ | Y COOK ISLANDS | 1.5994 \$ | 1.3205 \$ | Y COSTA RICA | 0.1231 \$ | 0.3139 \$ | Y COTE D'IVOIRE | 0.67 \$ | 0.7129 \$ | Y CROATIA | 0.458 \$ | 1.251 \$ | Y CYPRUS | 0.0953 \$ | 0.2861 \$ | Y CZECHIA | 0.113 \$ | 0.2348 \$ | Y DENMARK | 0.0327 \$ | 0.1404 \$ | Y DIEGO GARCIA | 0.435 \$ | 0.435 \$ | Y DJIBOUTI | 0.7215 \$ | 0.5718 \$ | Y DOMINICA | 1.0227 \$ | 0.7727 \$ | Y DOMINICAN REPUBLIC | 0.1716 \$ | 0.3824 \$ | Y ECUADOR | 0.5392 \$ | 0.7572 \$ | Y EGYPT | 0.4326 \$ | 0.6226 \$ | Y EL SALVADOR | 0.8294 \$ | 0.6228 \$ | Y EQUATORIAL GUINEA | 2.7398 \$ | 2.7398 \$ | Y ERITREA | 0.7029 \$ | 0.4078 \$ | Y ESTONIA | 2.1381 \$ | 2.0891 \$ | Y ESWATINI | 0.2293 \$ | 0.2666 \$ | Y ETHIOPIA | 0.4027 \$ | 0.3803 \$ | Y FALKLAND ISLANDS (MALVINAS) | 1.9702 \$ | 1.9702 \$ | Y FAROE ISLANDS | 0.1524 \$ | 0.0288 \$ | Y FIJI | 1.5038 \$ | 0.7631 \$ | Y FINLAND | 0.8584 \$ | 0.864 \$ | Y FRANCE | 0.0329 \$ | 0.126 \$ | Y FRENCH GUIANA | 0.2043 \$ | 0.1204 \$ | Y FRENCH POLYNESIA | 0.411 \$ | 0.5337 \$ | Y FRENCH SOUTHERN TERRITORIES | 0.023 \$ | 0.1601 \$ | Y GABON | 0.6246 \$ | 0.6921 \$ | Y GAMBIA | 0.6642 \$ | 0.801 \$ | Y GEORGIA | 0.8426 \$ | 1.1833 \$ | Y GERMANY | 0.0353 \$ | 0.1434 \$ | Y GHANA | 1.1366 \$ | 1.1366 \$ | Y GIBRALTAR | 0.2334 \$ | 0.9396 \$ | Y GREECE | 0.0911 \$ | 0.3357 \$ | Y GREENLAND | 1.125 \$ | 0.3228 \$ | Y GRENADA | 1.0196 \$ | 1.2758 \$ | ' GUADELOUPE | 0.0265 \$ | 0.1017 \$ | Y GUAM | 0.0409 \$ | 0.0409 \$ | Y GUATEMALA | 0.625 \$ | 0.7812 \$ | Y GUERNSEY | 0.0233 \$ | 0.0682 \$ | Y GUINEA | 1.1618 \$ | 0.9137 \$ | Y GUINEA-BISSAU | 0.8951 \$ | 0.9941 \$ | Y GUYANA | 0.333 \$ | 0.3282 \$ | Y HAITI | 0.3532 \$ | 0.4437 \$ | Y HONDURAS | 0.1846 \$ | 0.2305 \$ | Y HONG KONG SAR | 0.0863 \$ | 0.1333 \$ | Y HUNGARY | 0.1209 \$ | 0.2156 \$ | Y ICELAND | 0.2305 \$ | 0.1054 \$ | Y INDIA | 0.0915 \$ | 0.0837 \$ | Y INDONESIA | 0.1486 \$ | 0.2407 \$ | Y IRAQ | 0.2409 \$ | 0.2955 \$ | Y IRELAND | 0.0256 \$ | 0.1784 \$ | Y ISLE OF MAN | 0.0233 \$ | 0.0682 \$ | Y ISRAEL | 0.0639 \$ | 0.1161 \$ | Y ITALY | 0.0338 \$ | 0.2172 \$ | Y JAMAICA | 1.0442 \$ | 1.0442 \$ | Y JAPAN | 0.0601 \$ | 0.137 \$ | Y JERSEY | 0.0233 \$ | 0.0682 \$ | Y JORDAN | 0.6552 \$ | 0.8567 \$ | Y KAZAKHSTAN | 0.3587 \$ | 0.6853 \$ | Y KENYA | 0.9342 \$ | 0.7235 \$ | Y

```
KIRIBATI | 1.9284 $ | 2.1749 $ | Y
KOREA, REPUBLIC OF | 0.1029 $ | 0.1029 $ | Y
KUWAIT | 0.3625 $ | 0.3625 $ | Y
KYRGYZSTAN | 0.2141 $ | 0.3367 $ | Y
LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 $ |
0.1503 $ | Y
LATVIA | 2.1202 $ | 2.4842 $ | Y
LEBANON | 0.1964 $ | 0.2401 $ | Y
LESOTHO | 0.7845 $ | 1.153 $ | Y
LIBERIA | 0.7744 $ | 0.7668 $ | Y
LIBYA | 0.6169 $ | 0.4497 $ | Y
LIECHTENSTEIN | 0.4236 $ | 0.213 $ | Y
LITHUANIA | 1.8394 $ | 1.479 $ | Y
LUXEMBOURG | 0.3562 $ | 0.3832 $ | Y
MACAU SAR | 0.4726 $ | 0.4726 $ | Y
MADAGASCAR | 1.0043 $ | 1.0901 $ | Y
MALAWI | 0.7964 $ | 0.677 $ | Y
MALAYSIA | 0.1001 $ | 0.0918 $ | Y
MALDIVES | 5.702 $ | 5.702 $ | Y
MALI | 0.5561 $ | 0.6258 $ | Y
MALTA | 0.3331 $ | 0.6612 $ | Y
MARSHALL ISLANDS | 0.4046 $ | 0.4046 $ | Y
MARTINIQUE | 0.0465 $ | 0.1033 $ | Y
MAURITANIA | 0.8688 $ | 1.0065 $ | Y
MAURITIUS | 0.717 $ | 0.6363 $ | Y
MAYOTTE | 0.2471 $ | 0.4199 $ | Y
MEXICO | 0.0501 $ | 0.1711 $ | Y
MICRONESIA (FEDERATED STATES OF) | 0.8686 $ |
0.8308 $ | Y
MOLDOVA, REPUBLIC OF | 0.4672 $ | 0.4992 $ | Y
MONACO | 0.8023 $ | 2.1247 $ | Y
MONGOLIA | 0.0699 $ | 0.05 $ | Y
MONTENEGRO | 0.3536 $ | 0.8558 $ | Y
MONTSERRAT | 1.2006 $ | 1.2006 $ | Y
MOROCCO | 0.5183 $ | 2.132 $ | Y
MOZAMBIQUE | 0.2722 $ | 0.4588 $ | Y
MYANMAR | 0.2574 $ | 0.355 $ | Y
NAMIBIA | 0.2139 $ | 0.1839 $ | Y
NAURU | 1.8562 $ | 2.026 $ | Y
NEPAL | 0.5329 $ | 0.5329 $ | Y
NETHERLANDS | 0.0913 $ | 0.4453 $ | Y
NETHERLANDS ANTILLES | 0.1956 $ | 0.15 $ | Y
NEW CALEDONIA | 0.975 $ | 0.4491 $ | Y
NEW ZEALAND | 0.0567 $ | 0.2556 $ | Y
NICARAGUA | 0.1902 $ | 0.3507 $ | Y
NIGER | 0.7102 $ | 0.5895 $ | Y
NIGERIA | 0.6428 $ | 0.6428 $ | Y
NIUE | 1.7966 $ | 1.3181 $ | Y
NORFOLK ISLAND | 2.1209 $ | 1.065 $ | Y
NORTH MACEDONIA | 0.6601 $ | 1.5052 $ | Y
NORTHERN MARIANA ISLANDS | 0.0343 $ | 0.0343 $ | Y
NORWAY | 0.0338 $ | 0.1522 $ | Y
OMAN | 0.5335 $ | 1.1352 $ | Y
PAKISTAN | 0.5737 $ | 0.5737 $ | Y
PALAU | 0.4532 $ | 0.4417 $ | Y
PALESTINE, STATE OF | 0.2667 $ | 0.3118 $ | Y
PANAMA | 0.0485 $ | 0.994 $ | Y
PAPUA NEW GUINEA | 0.9428 $ | 1.3329 $ | Y
PARAGUAY | 0.1531 $ | 0.2971 $ | Y
PERU | 0.0487 $ | 0.1476 $ | Y
PHILIPPINES | 0.5808 $ | 0.7074 $ | Y
POLAND | 0.137 $ | 0.3728 $ | Y
PORTUGAL | 0.026 $ | 0.1545 $ | Y
PUERTO RICO | 0.0242 $ | 0.0242 $ | Y
QATAR | 0.8432 $ | 0.8784 $ | Y
ROMANIA | 0.0812 $ | 0.2815 $ | Y
RUSSIAN FEDERATION | 0.1054 $ | 0.8892 $ | Y
RWANDA | 1.103 $ | 1.2498 $ | Y
SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA |
2.4267 $ | 2.3385 $ | Y
SAINT KITTS AND NEVIS | 0.9292 $ | 0.9292 $ | Y
SAINT LUCIA | 0.9581 $ | 0.5276 $ | Y
SAINT PIERRE AND MIQUELON | 0.5816 $ | 0.5816 $ | Y
SAINT VINCENT AND THE GRENADINES | 0.9717 $ |
0.5279 $ I Y
SAMOA | 0.3329 $ | 0.9589 $ | Y
SAN MARINO | 0.8929 $ | 0.3148 $ | Y
SAO TOME AND PRINCIPE | 1.5976 $ | 1.574 $ | Y
SAUDI ARABIA | 0.3749 $ | 0.5608 $ | Y
SENEGAL | 0.7273 $ | 0.8951 $ | Y
SERBIA | 0.2929 $ | 0.4437 $ | Y
SEYCHELLES | 1.1088 $ | 1.0784 $ | Y
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SIERRA LEONE | 0.8439 \$ | 0.7772 \$ | Y SINGAPORE | 0.0329 \$ | 0.0335 \$ | Y SINT MAARTEN (DUTCH PART) | 0.4137 \$ | 0.4678 \$ | Y SLOVAKIA | 0.0701 \$ | 0.4768 \$ | Y SLOVENIA | 0.1855 \$ | 1.1228 \$ | Y SOLOMON ISLANDS | 0.975 \$ | 1.9255 \$ | Y SOMALIA | 0.7888 \$ | 0.7763 \$ | Y SOUTH AFRICA | 0.3844 \$ | 0.6876 \$ | Y SOUTH SUDAN | 0.6542 \$ | 0.7173 \$ | Y SPAIN | 0.0381 \$ | 0.1832 \$ | Y SRI LANKA | 0.6953 \$ | 0.6953 \$ | Y SURINAME | 0.1996 \$ | 0.4533 \$ | Y SWEDEN | 0.0234 \$ | 0.0956 \$ | Y SWITZERLAND | 0.3694 \$ | 0.7011 \$ | Y TAIWAN, CHINA | 0.0741 \$ | 0.4129 \$ | Y TAJIKISTAN | 0.2603 \$ | 0.2817 \$ | Y TANZANIA, UNITED REPUBLIC OF | 1.6103 \$ | 1.6103 \$ | Y THAILAND | 0.1271 \$ | 0.1271 \$ | Y TIMOR-LESTE | 0.975 \$ | 0.9269 \$ | Y TOGO | 0.5079 \$ | 0.4711 \$ | Y TOKELAU | 0.975 \$ | 2.4545 \$ | Y TONGA | 1.4663 \$ | 1.513 \$ | Y TRINIDAD AND TOBAGO | 0.5075 \$ | 0.6433 \$ | Y TUNISIA | 1.2254 \$ | 1.2586 \$ | Y TURKEY | 0.2271 \$ | 0.5803 \$ | Y TURKMENISTAN | 0.435 \$ | 0.435 \$ | Y TURKS AND CAICOS ISLANDS | 1.411 \$ | 1.6546 \$ | Y UGANDA | 1.6086 \$ | 1.6086 \$ | Y UKRAINE | 0.5868 \$ | 1.0755 \$ | Y UNITED ARAB EMIRATES | 0.6535 \$ | 0.6535 \$ | Y UNITED KINGDOM | 0.0233 \$ | 0.0682 \$ | Y UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 \$ | 0.0343 \$ | Y UNITED STATES OF AMERICA | 0.0318 \$ | 0.0318 \$ | Y URUGUAY | 0.2285 \$ | 0.8432 \$ | Y UZBEKISTAN | 0.3047 \$ | 0.3047 \$ | Y VANUATU | 1.326 \$ | 1.4891 \$ | Y VENEZUELA (BOLIVARIAN REPUBLIC OF) | 0.0518 \$ | 0.2809 \$ | Y VIET NAM | 0.3142 \$ | 0.3142 \$ | Y VIRGIN ISLANDS (BRITISH) | 0.4557 \$ | 0.4557 \$ | Y VIRGIN ISLANDS (U.S.) | 0.9646 \$ | 1.5308 \$ | Y WALLIS AND FUTUNA | 0.975 \$ | 0.975 \$ | Y YEMEN | 0.2885 \$ | 0.2296 \$ | Y ZAMBIA | 0.747 \$ | 0.7075 \$ | Y ZIMBABWE | 0.3413 \$ | 0.6389 \$ | Y

Accepted and agreed as of the date specified below by the authorized representative of Customer **Signature:** 

**Print Name:** 

Date:

Zoom Service Effective Date: 03/01/2022

PO # (If Applicable):

VAT # (If Applicable):

#### The Services will be activated within 48 hours of hardware shipment.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to <a href="mailto:purchase-orders@zoomus.zendesk.com">purchase-orders@zoomus.zendesk.com</a>. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications. Inc.

## **ZOOM TERMS OF SERVICE**

EFFECTIVE: February 23, 2022

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE WEBSITE AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") OF ZOOM VIDEO COMMUNICATIONS, INC. AND ITS AFFILIATES ("ZOOM") IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING THE ZOOM WEBSITE OR BY UTILIZING THE ZOOM SERVICES YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT" OR "TOS"). THE ZOOM SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

Zoom will provide the Services, and you may access and use the Services, in accordance with this Agreement. Zoom may provide any of the Services hereunder through any of its Affiliates. If You order Services through an on-line registration page or an order form (each an "Order Form"), the Order Form may contain additional terms and conditions and information regarding the Services you are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service.

System Requirements. Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

- 1. **DEFINITIONS.** The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa. Service specific definitions are found in the Services Description located at www.zoom.us/services-description.
- "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.
- "End User" means a Host or Participant (as defined in the Services Description) who uses the Services.
- "Initial Subscription Term" means the initial subscription term for a Service as specified in an Order Form.
- "Service Effective Date" means the date an Initial Subscription Term begins as specified in an Order Form.
- "Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order
- 2. SERVICES. Zoom will provide the Services as described on the Order Form, and standard updates to the Services that are made generally available by Zoom during the term. Zoom may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.
  - 2.1. Beta Services. Zoom may, from time to time, offer access to services that are classified as Beta version. Access to and use of Beta versions may be subject to additional agreements. Zoom makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and Your use of a Beta version is at Your sole risk
- 3. **USE OF SERVICES AND YOUR RESPONSIBILITIES.** You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your and Your End Users' use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Your and each End User's use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.
  - 3.1. Registration Information. You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a user name and password. You are entirely responsible for maintaining the security of Your user name and password and agree not to disclose such to any third party.
  - 3.2. Your Content. You agree that You are solely responsible for the content ("Content") sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to Zoom and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Zoom be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although Zoom is not responsible for any Content, Zoom may delete any Content, at any time without notice to You, if Zoom becomes aware that it violates any provision of this Agreement, or any law. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Services.
  - 3.3. Recordings. You are responsible for compliance will all recording laws. The host can choose to record Zoom meetings and Zoom Video Webinars. By using the Services, you are giving Zoom consent to store recordings for any or all Zoom meetings or webinars that you join, if such recordings are stored in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar
  - 3.4. Prohibited Use. You agree that You will not use, and will not permit any End User to use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Zoom's networks, Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Zoom or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Zoom's security systems. (ix) use the Services in violation of any Zoom policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for combiliance with all such laws and regulations.
  - 3.5. Limitations on Use. You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been specifically permitted to do so under a separate agreement with Zoom. You may not offer or enable any third parties to use the Services purchased by You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.
- 4. RESPONSIBILITY FOR END USERS. You are responsible for the activities of all End Users who access or use the Services through your account and you agree to ensure that any such End User will comply with the terms of this Agreement and any Zoom policies. Zoom assumes no responsibility or liability for violations. If You become



aware of any violation of this Agreement in connection with use of the Services by any person, please contact Zoom at trust@zoom.us. Zoom may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. Under no circumstances will Zoom be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

- 5. ZOOM OBLIGATIONS FOR CONTENT. Zoom will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. Zoom will notify You if it becomes aware of unauthorized access to Content. Zoom will not access, view or process Content except (a) as provided for in this Agreement and in Zoom's Privacy Statement; (b) as authorized or instructed by You, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. Zoom has no other obligations with respect to Content.
- 6. **ELIGIBILITY**. You affirm that You are at least 16 years of age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Your access may be terminated without warning if we believe that You are under the age of 16 or are otherwise ineligible.
- 7. INTENDED USE; RESTRICTION ON USE BY CHILDREN. The Services are intended for business use. You may choose to use the Services for other purposes, subject to the terms and limitations of this Agreement. Zoom is not intended for use by individuals under the age of 16, unless it is through a School Subscriber (as that term is defined in the Services Description) using Zoom for Education (K-12).
- 8. CHARGES AND CANCELLATION. You agree that Zoom may charge to Your credit card or other payment mechanism selected by You and approved by Zoom ("Your Account") all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Unless stated otherwise, all prices and fees shown by Zoom are exclusive of taxes and regulatory fees, service, service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Where applicable, taxes and regulatory fees will be charged on the invoices issued by Zoom in accordance with local laws and regulations. The taxes and regulatory fees charged can be changed without notice. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to domestic or cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement. Zoom may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that Zoom will provide you with prior notice and an opportunity to terminate Your Account if Zoom changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees. You agree that in the event Zoom is unable to collect the fees owed to Zoom for the Services through Your Account, Zoom may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Zoom in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Zoom may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service
- 9. **TERMINATION.** The Zoom website contains information on how to terminate Your Account. If you have purchased a Service for a specific term, such termination will be effective on the last day of the then-current term. Your Order Form may provide that a Renewal Term will begin automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term. If You fail to comply with any provision of this Agreement, Zoom may terminate this Agreement immediately and retain any fees previously paid by You. Sections 1 and 3 through 20, inclusive, shall survive any termination of this Agreement. Upon any termination of this Agreement, You must cease any further use of the Services. If at any time You are not happy with the Services, Your sole remedy is to cease using the Services and follow this termination process.
- 10. **PROPRIETARY RIGHTS.** Zoom and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("Zoom Marks") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Zoom Marks, or other proprietary information (including images, text, page layout, or form) of Zoom without express written consent. You may not use any meta tags or any other "hidden text" utilizing Zoom Marks without Zoom's express written consent.
- 11. COPYRIGHT. You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. Zoom may deny access to the Services to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please notify Zoom as specified here.
- 12. **EXPORT RESTRICTIONS.** You acknowledge that the Services, or a portion thereof, are subject to the Export Administration Regulations, 15 C.F.R. Parts 730-774, of the United States and may be subject to other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). Zoom will provide the U.S. export classification(s) applicable to its Services upon request. You and Your End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of Export Control and Sanctions Laws. You represent and warrant that: (i) You and Your End Users (a) are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that You and Your End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (b) are not persons, or owned 50% or more, individually or in the aggregate by persons, identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders Lists; and (c) are not persons on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, or U.S. Department of State proliferation-related lists; (ii) You and Your End Users located in China, Russia, or Venezuela are not Military End Users and will not put Zoom's Services to a Military End Use, as defined in 15 C.F.R. 744.21; (iii) no Content created or submitted by You or Your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control and Sanctions Laws; and (iv) You and Your End Users will not take any action that would constitute a violation of, or be penalized under, U.S. antibo
- 13. NO HIGH RISK USE. The Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. The Services shall not be used for or in any HIGH RISK environment.
- 14. **INJUNCTIVE RELIEF.** You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to Zoom, its Affiliates, suppliers and any other party authorized by Zoom to resell, distribute, or promote the Services ("Resellers"), and under such circumstances Zoom, its Affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.
- 15. NO WARRANTIES.YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND ZOOM, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ZOOM, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR DATA ON DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. ZOOM DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. ZOOM CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.



- 16. INDEMNIFICATION. You agree to indemnify, defend and hold harmless Zoom, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.
- 17. LIMITATION OF LIABILITY.TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ZOOM OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ZOOM, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ZOOM'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.
- 18. AGREEMENT TO ARBITRATE; WAIVER OF CLASS ACTION. If You are located in the United States, You agree to resolve disputes only on an individual basis, through arbitration pursuant to the provisions of Exhibit A. The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.
- 19. PRIVACY AND OTHER POLICIES. Use of the Services is also subject to Zoom's Privacy Statement, a link to which can be found by selecting "Privacy and Legal Policies" in the footer of Zoom's website. The Privacy Statement, and all policies noticed at <a href="https://www.zoom.us/legal">www.zoom.us/legal</a> are incorporated into this Agreement by this reference. Furthermore, if Your Use of the Services requires Zoom to process any personally identifiable information ("PII" or "Personal Data") Zoom shall do so at all times in compliance with our Zoom Global Data Processing Addendum <a href="https://zoom.us/docs/doc/Zoom\_GLOBAL\_DPA.pdf">https://zoom.us/docs/doc/Zoom\_GLOBAL\_DPA.pdf</a> is incorporated in these Terms of Service. Additionally, You understand and agree that Zoom may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices.

#### 20. MISCELLANEOUS

- **20.1 Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed in California by California residents. Except as provided in Exhibit A, the Parties consent to the exclusive jurisdiction and venue of the state courts located in and serving Santa Clara County, California and the federal courts in the Northern District of California.
- 20.2 Contracting Entity. In the event Your Zoom account reflects a bill to/sold to address in India, the contracting entity under these TOS shall be Zoom's Affiliate, ZVC India Pvt. Ltd.
- 20.3 Waiver and Severability. Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.
- 20.4 General Provisions. This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter, except that if You or Your company have executed a separate written agreement or you have signed an order form referencing a separate agreement governing your use of the Services, then such agreement shall control to the extent that any provision of this Agreement conflicts with the terms of such agreement. Zoom may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Zoom will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

#### Exhibit A

#### **Binding Arbitration**

This Exhibit A to the TOS describes the further provisions which apply to the Binding Arbitration and Class Action Waiver.

- 1. <u>Disputes</u>. A dispute is any controversy between You and Zoom concerning the Services, any software related to the Services, the price of the Services, Your account, Zoom's advertising, marketing, or communications, Your purchase transaction or billing, or any term of this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of Your or Zoom's intellectual property rights. As part of the best efforts process to resolve disputes, and prior to initiating arbitration proceedings, each party agrees to provide notice of the dispute to the other party, including a description of the dispute, what efforts have been made to resolve it, and what the disputing party is requesting as resolution, to legal@zoom.us.
- 2. <u>Small Claims Court Available</u>. You may initiate an action in your local Small Claims Court if You meets the court's requirements. However, if such a claim is transferred, removed or appealed to a different court, Zoom reserves the right to require arbitration.
- 3. Arbitration Procedure. Disputes not resolved pursuant to Section A or B shall be resolved through arbitration. The American Arbitration Association ("AAA") will conduct any arbitration under its Commercial Arbitration Rules. For more information, see adr.org. Arbitration hearings will take place in the federal judicial district of Your primary business location. A single arbitrator will be appointed. The arbitrator must: (a) follow all applicable substantive Law; (b) follow applicable statutes of limitations; (c) honor valid claims of privilege; (d) issue a written decision including the reasons for the award. The arbitrator may award damages, declaratory or injunctive relief, and costs (including reasonable attorneys' fees). Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim; however, a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.
- 4. <u>Arbitration Fees</u>. If You are unable to afford the arbitration costs, Zoom will advance those costs to You, subject to the arbitrator's determination if costs should be reimbursed to Zoom if Zoom prevails. For disputes involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- 5. <u>Conflict with AAA Rules</u>. This Agreement governs if there is a conflict with the AAA's Commercial Arbitration Rules.
- 6. Requirement to File Within One Year. Notwithstanding any other statute of limitations, a claim or dispute under this Agreement must be filed in Small Claims Court or noticed for arbitration within one year of when it could first be filed, or such claim will be permanently barred.
- 7. Severability. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in court, with the balance resolved through arbitration. If any provision of this Exhibit A is found to be illegal or unenforceable, then that provision will be



severed; however, the remaining provisions shall still apply and shall be interpreted to as nearly as possible achieve the original intent of this Exhibit, inclusive of the severed provision.

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### **Colleen Corcoran**

From: Tim Diller <tim.diller@pacificalawgroup.com>

**Sent:** Thursday, March 17, 2022 11:45 AM

**To:** Colleen Corcoran

**Subject:** RE: Zoom Phone Service Reference Request

Hi Colleen – I've added a few comments to the email thread below. Feel free to give me a call if you would like to visit further.

Tim

### **Timothy Diller**



**D** 206.245.1723

From: Colleen Corcoran <ccorcoran@cityoffircrest.net>

**Sent:** Wednesday, March 16, 2022 9:23 AM **To:** Tim Diller < tim.diller@pacificalawgroup.com> **Subject:** Zoom Phone Service Reference Request

Hello Tim,

I was given your contact from Ron Brown at Tri-Tec as a reference for Zoom phone service.

We are looking at implementing Zoom phone services for the City of Fircrest.

Can you give me some information on your experience. I am looking for information on:

- what size company you are we have 65 employees
- how long have you been using Zoom phone we implemented Zoom telephone in June 2021
- how was the implementation the implementation went smoothly for us and the Zoom staff was very helpful. Planning the main reception process ring sequence, etc. was the most work as we needed to re-think how we wanted it to work given the added capabilities of Zoom
- how is your experience with making changes in the system- it has been very easy for us to add and delete users / telephone numbers. Our IT guy handles it although I have admin privileges and could do it too.
- how is support service we have been very happy with support, however, we have not needed much support. The features of Zoom Meetings / Zoom Telephone just work.

- how easy is the system to use our folks have found it very easy to use. The only element that is just a little frustrating is related to the Zoom Application. It always needs to run locally to access a local camera and microphone so if someone is working at their desk in the office, the desktop computer must be logged into the app. If that person then moves to a remote location for work, using a different computer, say a laptop, then you need to remember to log into the Application on that computer. It makes sense, but the movement between office desktop and remote laptop requires the log-in. After that the system is amazing full functionality and the exactly the same telephone features. It's all available where ever you are.
- any issues you have encountered non so far.
- any other information you can relate to us. we really appreciate the integrated portal in the Zoom Application with chat, phone, meetings, and contacts. We use the chat feature more than we anticipated. We also like the Outlook plug-in for scheduling Zoom Meetings.

Colleen Corcoran
Finance Director, City of Fircrest
115 Ramsdell Street
Fircrest WA 98466
253-564-8901
ccorcoran@cityoffircrest.net

Disclaimer: This email is considered a public record and may be subject to public disclosure under RCW 42.56.

From: <u>Aaron Parrott</u>
To: <u>Colleen Corcoran</u>

**Subject:** RE: Zoom Phone Reference

**Date:** Wednesday, March 16, 2022 9:29:56 AM

Attachments: <u>image001.png</u>

#### Hi Colleen!

SkillSource is a nonprofit organization with about 50 employees. We have deployed Zoom Phone in two locations serving about 40 of those employees.

We started using Zoom Phone in 2020, moving away from a local telecom company's copper wire service which was badly outdated. The implementation has overall been smooth technically. Assisting staff (especially less tech-literate staff) how to use all capabilities of the phone service has been our biggest hurdle. However, Zoom Phone is generally easy to use and the online help pages are excellent and easy to understand.

I am the account owner and I have given admin privileges to the two network administrators in the organization. We all find it easy to make in-house changes. When I've needed to make changes to the phone service package itself, Zoom has been very responsive. Standing up Zoom Phone at our second location took fewer than two weeks and most of that time was waiting for a number to be ported.

Zoom service is excellent, responsive, and extremely helpful. I have frequent communications with our very knowledgeable account manager Britney, and she keeps me up to speed on everything I need to know. Technical support tickets are usually answered in a matter of hours, but as a matter of course we've only had a handful of those.

The system is easy to use if you are experienced with any sort of networking, soft phone, and/or messaging/voicemail software. It integrates with the Zoom app that employees are probably already using, eliminating the need for yet another login and password. It is easy and intuitive to use, and simple to train.

I can't honestly say that we've encountered any major issues since adopting Zoom phone. I think it's an excellent communications solution for small-to-medium size organizations and I fully recommend it.

Feel free to contact me with any other questions or if you'd like a demonstration!



#### **Aaron Parrott**

Coordinating Manager, Performance & Program Services aaronp@skillsource.org / 509.293.4640 or 509.663.3091/ he/his/him Zoom Personal Meeting ID: 778-411-9693

"Success is not final; failure is not fatal: It is the courage to continue that counts." -- Winston S. Churchill