

**FIRCREST CITY COUNCIL
STUDY SESSION AGENDA**

**MONDAY, MAY 15, 2023
6:00 P.M.**

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Agenda Modifications**
5. **[Personnel Policy Manual Amendment Discussion](#)**
6. **[Locke IT Services Scope Review](#)**
7. **[Sheriff Contract Chief Discussion](#)**
8. **[Chief Salary Ordinance Discussion](#)**
9. **[Proclamation Council Rule & Flag Policy Discussion](#)**

Below is the call-in information for the public to listen via Zoom.

Zoom Meeting Details:

Dial-in Information: 1-253-215-8782 Webinar ID: 883 2089 8133 Password: 312044

SECTION 7 BENEFITS

7.1 RETIREMENT BENEFITS

Social Security. The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). All regular uniformed employees in the police department are covered by the Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). Benefit levels and contribution rates are set by the State of Washington.

Public Employees Retirement System (PERS). Most regular full-time and part-time non-uniformed employees are covered under the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington.

Employees intending to retire should notify their department head of their intent to retire at least three (3) months prior to the date of retirement.

Deferred Compensation Plans. The City provides two voluntary deferred compensation 457 plans for employees to contribute pre-tax dollars.

Health Reimbursement Arrangement (HRA) VEBA. The City has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest. Eligibility is limited to employees who retire from service with leave cash-out rights as provided in this manual. Employer contributions shall include the cash-out value of unused vacation leave accrued and available for cash-out upon retirement from service per Section 8.1.

7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)

All employees are covered by the State Workers' Compensation Program (Industrial Insurance). This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for work days lost and medical costs due to job-related injuries or illnesses. All job-related accidents shall be reported immediately to the supervisor.

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for workers' compensation. If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of workers' compensation benefits.

FIRCREST CITY COUNCIL STUDY SESSION

AGENDA ITEM: Locke IT Services Scope Review

DATE: May 15, 2023

FROM: Lindsay Chambers, Interim Finance Director

BACKGROUND:

In January of 2020 the City executed a contract with Right Systems, Inc. to provide IT managed services. After a while the City found response times and quality of work was declining. On multiple occasions, tickets were put in requesting help and not addressed in a timely manner. In August of 2022 we updated the Salary Ordinance to include a part-time IT Systems Coordinator, and filled the position that October to assist with daily operations. Now that the Coordinator has had some time to get familiar with the City's IT environment, and we know what their capabilities are, we decided to look for a new managed services provider that would better suit our current environment.

An RFP was published March 17th, and we received nine responses, four of which were deemed complete based on the initial review. Interviews were held April 17th – 21st, and after scoring all four based on the criteria identified in the RFP, Locke Systems Inc was the best option. Subsequent meetings were held after reviewing both service agreements to discuss contract terms and segregation of duties. Once the City and Locke were in agreement, documents were forwarded to the City Manager and City Attorney for review. Any feedback received from them will be submitted to Director Chambers prior to the commencement of this study session and verbally added to the discussion.

The primary contract terms are as follows:

- Length: three years
- Cost: \$4,500 per month
- Onboarding fee: \$4,500, which includes any costs associated with the relocation of network equipment to the Community Center
- Termination: 30 days notice to cancel for either party
- Termination fee: remaining dues for term of contract, or 35% of total contract amount, whichever is less. This fee will be waived after 18 months of service.
- Cost Increase: 3-5% per year
- Project work: \$125/hr based on quoted amount, pre-authorization required to begin work

Other considerations:

- Locke will inventory all IT assets as part of the onboarding process and provide the City with a recommended lifecycle management program. The City will need to allocate additional funds in future years for this and project work.
- We have included a Segregation of Duties document to more clearly define the roles and responsibilities of the City, Locke and South Sound 911. Locke already has established working relationships with South Sound 911 and AOC, which will aid us greatly in providing quick responses and more complete service to the Police Department and Court.
- Locke has already worked with municipalities such as City of Milton, City of Normandy Park and Ruston Police Department. They have great knowledge and understanding of the network and security requirements of a local government.

ATTACHMENTS: [Professional Services Agreement](#)

[Segregation of Duties](#)

[Locke Systems Client Service Agreement](#)

[Pricing worksheet](#)

An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

The minimum limits above do not limit the Consultant's liability to the City or the public.

9. CONSULTANT'S REPRESENTATIONS: The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.
10. NO HIRE: During the course of this Agreement and for a period of twelve (12) months following the conclusion of this Agreement, neither party shall directly or indirectly hire, solicit, or encourage employees or contractors of the other party to leave employment in an effort to gain employment with the other party.
11. COMPLIANCE WITH LAWS: The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
12. TERMINATION: If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days written notice, served to the other party by certified mail. In such case, the Consultant shall be compensated by the City for work performed to the date of termination.
13. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
14. STATUS OF CONSULTANT: Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Consultant is required to employ a qualified Supervisor acceptable to the City. The Consultant shall be deemed an independent Consultant and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
15. PREVAILING WAGES: Prevailing wages are not required for this contract.
16. COMPLIANCE WITH CITY POLICY: The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.
17. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from

the negligent acts or omissions of the Consultant or the Consultant's agents.

- 18. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this agreement. Such modification shall be attached hereto and made a part hereof.
- 19. SAFETY REQUIREMENT: All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.
- 20. HAZARDOUS CONDITIONS: Not applicable to this contract.
- 21. CHEMICALS: Not applicable to this contract.
- 22. SEVERABLE PROVISIONS: Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

INTEGRATED AGREEMENT:

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

DATED this th day of May 2023

CITY OF FIRCREST

CONSULTANT

By: _____
Interim City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit ____

Segregation of Duties between COF and Locke Systems

IT Coordinator

Scope: All City of Fircrest

- Liaison between Locke Systems and City of Fircrest
- Tier 1/2 tickets
- Onboarding/Offboarding of City Employees
- General hardware/software/systems maintenance
- Policy and procedure
- Small projects (escalated to quote as larger projects by IT Coordinator as necessary)

Locke Systems

Scope: City Hall, Public Works, Parks and Recreation, Court, limited PD systems (infrastructure only)

- Remote/Onsite support for tier 3 and escalated tier 1/2 tickets
- Backup Remote/Onsite support coverage when IT Coordinator is unavailable
- After-Hours emergency support
- Server/365 backups through Veeam
- Server/workstation maintenance, updates, and patching
- Server/workstation monitoring
- Annual network inspection and security audit
- Antivirus
- Network testing and diagram
- Disaster recovery plan
- Communicate with outside vendors for support and/or purchasing/licensing
- Quarterly business review

South Sound 911

Scope: PD

- Maintenance, troubleshooting, and repair of:
 - Desktop computers
 - Laptop computers
 - Tablet devices
 - Wireless devices
- Installation and configuration of the following software:
 - Computer operating systems
 - All compatible software
 - Virus protection

Additional Considerations

- Does not include management of mobile devices or Zoom Phone system
- Network move project included in onboarding

Locke Systems Inc. Client Service Agreement

This Master Agreement is between Locke Systems, Inc.(LOCKE SYSTEMS), and the Entity whose name, signatory and contact information appear in the signature section of this Agreement (CLIENT).

LOCKE SYSTEMS and CLIENT agree that the following terms and conditions of this Master Agreement (this AGREEMENT) will apply to and govern all services provided by LOCKE SYSTEMS to CLIENT.

I. Customer Service Mission Statement:

The most valuable assets that LOCKE SYSTEMS can acquire are your trust and your satisfaction. We are committed to helping your organization succeed and will go out of our way to accommodate your needs wherever we can. The items outlined in this document will help you to better understand the terms and conditions that have been set forth to protect all parties involved and to help facilitate a better service offering to all of our clients.

II. SERVICE PLAN

Customer: **City of Fircrest** has signed up for or renewed Service Plan type: **MANAGE+PRIORITY**, which include the services/configuration outlined in section III. Services listed in section IV (Non-Covered Items) will be negotiated separately under per-hour or fixed-bid fees. Contract Term is 3 years. Customer must notify in writing within 30 days of contract expiry should they wish to cancel or change terms. Based on Pricing Worksheet provided to customer, monthly price will be **\$4,500** per month plus sales tax. Monthly costs may change through modification of the agreement as defined in section XXIII if more computers/servers are added/removed. The first month, a setup fee equal to the monthly amount will also apply. First invoice amount will be **\$9,000** (plus any local sales taxes).

III. COVERED ITEMS AND SERVICES based on Current Plan and Configuration:

Coverage Start date	6/1/2023
Number of Servers (qty)	6
Exchange/Email Services	Office 365
SQL/Database application servers	TBD
Computers – Desktop and Notebook (qty)	50
Number of Sites or Locations (onsite support)	4
Remote Labor Hours for Tier 3 Engineering level requests	Unlimited
Remote Labor Hours for Backup Helpdesk	15h/mo
Onsite Labor Hours for T3 Engineering level requests	Unlimited
Onsite Labor Hours for Backup Helpdesk	15h/mo (Same Pool as Remote)
Service Priority Response Level	Priority
Service Priority for Urgent issues	1hr
After-Hours Incident Fees for emergency support (only to be used for urgent issues that cannot wait until morning)	Included
Reporting and Status Updates on Tickets	Daily

Complete Network Inspection/Review and Audit	Annual
Network Security Audit included	Yes
Business Reviews	Quarterly
Asset Management – (hardware and software) including hardware inventories, software license management, and tracking vendor renewals (domain and software renewals, etc)	Included

- IV. **NON-COVERED ITEMS (billed separately from Service Contract):** Some types of services are available but are not included in the scope of a Maintenance Contract and will be negotiated separately. Listed below are examples of services that will not fall under the scope of this contract unless otherwise noted:

Premise data or phone cabling	Billed separately – request quote
Website or Database Design/Dev	Billed separately – request quote
Distributed wireless or security camera systems	Billed separately – request quote
Organized User Training/Classes	Billed separately – request quote
Phone Systems Troubleshooting or Administration	Billed separately – request quote
IT Equipment relocation to new office (business move)	Billed separately – request quote
Remote and/or Onsite Labor Hours for new Projects and Non-Maintenance work including major upgrades, additions, and other Projects	Billed separately – request quote
New Software and Hardware expenses	Billed separately – request quote

V. **SERVICES**

- a. **SERVICES PROVIDED.** LOCKE SYSTEMS will provide services (collectively, “Information Technology Professional Services” and each “Information Technology Professional Service”) as described in this agreement in addition to work authorizations attached to or executed subsequent to this Agreement (collectively, “Schedules” and each, a “Schedule”). If a provision in a Schedule directly conflicts with the terms of this AGREEMENT, the terms of the Schedule shall control.
- b. **WORK AUTHORIZATION.** If CLIENT requests that LOCKE SYSTEMS perform IT Professional Services outside of the scope of any the professional services defined in any attached Schedule, LOCKE SYSTEMS will provide CLIENT with a written work order setting forth the requested professional services and the charges for such work (“Work Authorization”). No work will commence until the Work Authorization is accepted by CLIENT. Such acceptance may be made via confirming email authorizing LOCKE SYSTEMS to proceed. Upon acceptance by both parties, each Work Authorization shall automatically become a Schedule of, and governed by, this AGREEMENT.
- c. **Definition of “Urgent Issue”:** An Urgent issue is defined as a critical network or systems outage or other issue causing or threatening a halt in all productivity. It

also applies to issues impeding a critical service where deadlines may apply such as payroll on a payday.

- d. Access to premises and systems: CLIENT agrees to allow LOCKE SYSTEMS service personnel or its subcontractors reasonable access to the premises and facilities where the CLIENT equipment is located. CLIENT hereby grants to LOCKE SYSTEMS rights to access devices as necessary for LOCKE SYSTEMS to perform all necessary services to fulfill AGREEMENT obligations. CLIENT warrants and represents that it has the power and authority to grant the foregoing access rights to LOCKE SYSTEMS, and shall indemnify and hold LOCKE SYSTEMS harmless from any and all costs, fees, expenses and liabilities that LOCKE SYSTEMS incurs as a result of accessing any portion or component of Client's Network.
- e. **Work not performed by LOCKE SYSTEMS.** Service time required for diagnosing, troubleshooting or correcting work performed by anyone other than a LOCKE SYSTEMS employee or authorized sub-contractor is expressly excluded from any service schedule, even if that work would normally be covered under the schedule. Furthermore, if CLIENT performs or allows anyone other than LOCKE SYSTEMS to perform any maintenance or software installation on any covered machine, LOCKE SYSTEMS is not responsible for the consequences of such actions and CLIENT may be charged at regular service rates to diagnose and remedy any problems caused by the unauthorized work.

VI. CUSTOMER PRIVACY

- a. Locke Systems maintains a strict policy of confidentiality concerning client data, business methods, and client relationships. It is against policy for consultants to discuss information about other clients unless permission is explicitly obtained from the client.
- b. To limit liabilities of all parties involved, Locke Systems maintains a strict policy of what kinds of customer information might be stored. All information is considered CLIENT Property and is securely deleted or destroyed if the working relationship is terminated or if CLIENT requests so for any other reason. The following are types of information that LOCKE SYSTEMS will or will not store:
- c. What LOCKE SYSTEMS will store:
 - i. Administrative passwords and other password information that will enable LOCKE SYSTEMS to administer, maintain, and repair CLIENT network and systems
 - ii. Documentation on routines, policies; instructions on gaining access via alarm codes, security logins, etc. if given to LOCKE SYSTEMS to enable after-hours work.
 - iii. Software vendor logins, passwords, serial numbers, and other information that will enable LOCKE SYSTEMS to maintain and service systems
 - iv. User account and passwords are sometimes stored depending on preferences of CLIENT, and may also include or be directly tied to email accounts
- d. What LOCKE SYSTEMS will not store or keep:
 - i. It is LOCKE SYSTEMS policy to not keep or record logins and passwords to customer financial databases, accounting systems, or data. LOCKE SYSTEMS also will not take that data off the customer site except for rare circumstances when permission is obtained from the

customer in cases such as hard drive recoveries or repairs of systems housing data.

- ii. LOCKE SYSTEMS will not store or record CLIENT customer credit card numbers, bank account or financial information, social security numbers, or other personally identifiable data.
- e. Knowledge of customer business practices, trade secrets, operating procedures, or future plans/goals is considered Customer Intellectual Properties and is not recorded or shared with any other parties.

VII. PAYMENT

- a. **Terms:** All Service Plan charges are billed monthly and shall be paid within 30 days by Credit Card or ACH preauthorization. If customer wishes to pay monthly by check, check must be received within 30 days or credit card or ACH Authorization on file will be billed automatically by the end of 30 days. Invoices will include both charges for Service Plan plus any additional monthly charges for other services (hardware, software, hosted services, non-covered labor, etc.). All hardware and software (equipment) over \$500 must be paid in advance
- b. **Billing Disputes:** All bona fide disputes or requests for billing adjustments must be submitted in writing within fifteen (15) days of receipt of the invoice giving rise to the dispute accompanied by a reasonably detailed explanation for the basis of such dispute. Payment of all undisputed amounts will be paid timely, however, in no event may CLIENT withhold more than ten (10%) percent of the total amount due. LOCKE SYSTEMS may request additional information or supporting documentation from CLIENT to substantiate the billing dispute.
- c. **Late Payments.** In addition to any rights and remedies available to LOCKE SYSTEMS hereunder, at law, or in equity, if CLIENT fails to pay any fees due hereunder within thirty (30) days from the date due, LOCKE SYSTEMS may impose a late charge equal to the lesser of one and one half percent (1.5%) per month interest or the maximum allowable rate under applicable law. In the event LOCKE SYSTEMS in its discretion elects not to charge CLIENT a late charge or interest for a particular invoice, such election will not waive LOCKE SYSTEMS' rights to charge a late charge or interest for any other invoice, including future invoices. LOCKE SYSTEMS may suspend Services if CLIENT's account with LOCKE SYSTEMS is or becomes more than sixty (90) days past due.

VIII. WARRANTIES AND DISCLAIMERS

- a. LOCKE SYSTEMS MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS OWN REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT.
- b. Most standard computer hardware items such as hard drives and other computer parts purchased through Locke Systems will be warrantied by manufacturer for one year, unless otherwise stated. Locke Systems does not provide warranty but will assist in processing manufacturer warranties. Unless otherwise stated in quote or SCHEDULE, hardware or equipment must be returned within 30 days of delivery, in order to be able to obtain refunds from the manufacturer. Restocking fees may apply as determined by individual Manufacturers, Vendors, and Distributors.
- c. When LOCKE SYSTEMS works on computer equipment, the ultimate responsibility of data backup is placed upon the CLIENT. LOCKE SYSTEMS employees, subcontractors, and agents will always attempt to ensure that

critical data is backed up sufficiently before performing work on systems but cannot be held responsible for data loss ultimately due to software and hardware malfunctions.

- d. Locke Systems cannot be held responsible for service outages or project failures due to third-party configuration changes or other actions. For example, if Locke Systems installs a VPN solution and the client's ISP changes its policies regarding VPN traffic across its network, Locke Systems will not absorb the costs of the work performed on the project. Locke Systems can, however, assist the client in finding a working solution by changing Internet Service Providers or doing whatever is necessary and within our means to facilitate. Such services may incur additional costs.

IX. LIMITATION OF LIABILITY AND REMEDIES

- a. UNDER NO CIRCUMSTANCES SHALL LOCKE SYSTEMS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS RESULTING FROM BUSINESS DISRUPTION DUE TO FAULTY EQUIPMENT, EVEN IF LOCKE SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF LOCKE SYSTEMS FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE.

X. FORCE MAJEURE

- a. LOCKE SYSTEMS shall not be liable for failure to perform any of its obligations under this AGREEMENT during any period in which such performance is delayed by accidents beyond LOCKE SYSTEMS reasonable control, such as, but not limited to fire, flood, earthquake, pandemic, or other natural disasters, or, embargo, court order, riot, quarantine, or other intervention of any government authority, provided that LOCKE SYSTEMS notifies CLIENT of expected delays within (10) business days. If LOCKE SYSTEMS performance is delayed for these reasons for a cumulative period of sixty (60) days or more from the date of such notice, CLIENT may terminate this AGREEMENT by giving LOCKE SYSTEMS written notice.

XI. INDEMNITY

- a. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's negligence or willful misconduct. LOCKE SYSTEMS shall defend and indemnify CLIENT against all claims, damages, etc. arising from LOCKE SYSTEMS employees' and agents' activities at CLIENT facilities.

XII. TERMINATION OR DEFAULT OF CONTRACT

- a. Once initial Contract Term is expired, either party will terminate contract by providing 30 days' notice in either writing or email after which any services rendered after the final date of contract services (30 days from notice given) will

- be performed at an out-of-contract billed by the hour basis based on current non-contract pricing (\$175/hr).
- b. CLIENT acknowledges that for all Contracts Locke Systems will invest significant initial expenses and labor to properly onboard Customer and meet all Contract obligations. Since Locke Systems will suffer significant losses in the event of early termination, in the event of Breach, default, or early termination of any Annual Contract, Locke Systems will be entitled to the following specific damages:
 - i. Amount of the remaining fees due for the term of the applicable Contract, or the amount of 35% of the total, whichever is less.
 - ii. After 18 months of service, the fees will be waived.
 - c. Should customer wish to change contract service level during duration of agreement and after trial period, a fee of one half month's charge at the prior level of service will apply. For customers on the priority plan, this only applies for switching to MANAGE. If the customer wishes to switch to a non-unlimited hours service plan, a 2-month Early Termination Fee (equal to two months of monthly contract amount) will apply and a new service agreement will be drawn up. After initial one year term the ETF will be waived. Minimum contract term for Unlimited Hours type contracts is 12 months after which contract will auto-renew unless otherwise specified to do so in writing by the customer 30 days before contract end date.
 - d. Where LOCKE SYSTEMS either (a) materially breaches its performance requirements and after notice and opportunity to cure, fails to cure said breach or (b) terminates a Schedule or Work Authorization other than in accordance with the terms of such schedule or this AGREEMENT, the parties acknowledge that CLIENT will incur significant expenses in replacing the services of LOCKE SYSTEMS. Accordingly, CLIENT shall provide written notice of any act it believes to be a material breach of performance by LOCKE SYSTEMS and CLIENT may suspend payment of the applicable fees. LOCKE SYSTEMS shall have a period 30 days from receipt of notice (the "cure period") to remedy such breach (provided that if the period reasonably necessary to cure said breach is longer than 30 days, the cure period shall be extended so long as LOCKE SYSTEMS is diligently pursuing a remedy). If LOCKE SYSTEMS is unable to fully remedy the alleged breach within the cure period, CLIENT may immediately terminate AGREEMENT and CLIENT shall not be responsible for paying any fees or other expenses for the period following the written notification of breach, nor shall CLIENT be responsible for any termination damages as stated herein.
 - e. LOCKE SYSTEMS or CLIENT, at their sole discretion, may terminate this AGREEMENT if either party: (a) becomes the subject of any proceedings under the Bankruptcy Act or other insolvency law, voluntary or involuntary; (b) suffers a receiver to be appointed for its affairs or property; or (c) enters into an assignment, or other an arrangement, for the benefit of its creditors, or suffers an attachment against or a seizure of a substantial part of its assets, equipment or its parts and inventories. However, both parties are responsible for past due amounts that shall survive each bankruptcy proceeding provided the acknowledgment of such liability by either party will not affect the discharge of either party regarding other general creditors. Collection Cost Add-On for Commercial Debt Collection: In the event a debt to LOCKE SYSTEMS is submitted

to formal collections, LOCKE SYSTEMS may add collection costs up to the full extent allowed by law, of the original commercial debt as the result of a default. The undersigned agrees to pay these collection costs, plus attorney's fees in the event collection services are used to enforce this AGREEMENT and any attached Schedules.

- f. Locke Systems, at their sole discretion, may terminate this AGREEMENT if CLIENT installs pirated software, or otherwise seeks to circumvent legal licensing or otherwise use their IT Network or systems to aid in illegal activities or other activities that put LOCKE SYSTEMS at risk. This includes activities that might put LOCKE SYSTEMS at risk of losing Vendor Partner Status, Professional Associations Memberships, or risk other significant business disadvantage.
- g. In the case of default by either party under this AGREEMENT, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages in legal counsel to preserve or enforce such rights under this AGREEMENT, including the collection of any payments due.
- h. Termination of this AGREEMENT will not adversely affect any right existing as the effective date of termination. The rights and remedies provided under this AGREEMENT are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

XIII. PLANNED COST INCREASES

- a. Unless otherwise indicated in this Agreement, or in an attached Schedule, contracted recurring fees for IT services will increase 3% up to a maximum of 5% after each year of service.

XIV. DEVELOPED WORKS AND PROPERTY RIGHTS

- a. Locke Systems Inc. may develop and/or utilize scripts, customized installer packages, 3rd-party management platforms, or custom-developed software to deploy, manage, and administer settings and software across the network and systems. Locke Systems retains ownership and intellectual rights to any developed or hosted items. Vendors retain ownership and intellectual rights to subscription-based tools. As such, upon termination of AGREEMENT, CLIENT acknowledges that some services may be affected and some systems will be left unprotected when such products are removed or as vendor subscriptions expire or are deactivated.
- b. As between LOCKE SYSTEMS and CLIENT, LOCKE SYSTEMS is and shall remain the owner of any and all work product and related intellectual property created by LOCKE SYSTEMS under this AGREEMENT. No party shall acquire ownership or any license in or to the other party's trademarks, service marks, logos or related intellectual property by virtue of the existence of this AGREEMENT or the services provided under this AGREEMENT.
- c. Network Documentation will be provided to client as a data export from Locke Systems upon contract termination. Scripts written or other tools deployed by Locke Systems as part of Locke Systems RMM stack remain the property of Locke Systems.

XV. AGREEMENT TO NOT RECRUIT

- a. Under this agreement, CLIENT is prohibited from recruiting Locke Systems technicians into technology-related employment positions or soliciting them to

directly perform consulting work on contract or in any arrangement for their company outside of their role as an employee of Locke Systems Inc.

- b. If Client hires or contracts with any employee of the other party during the term of this AGREEMENT or at any time for one year following the last date which LOCKE SYSTEMS provides services to CLIENT, the hiring party shall immediately pay the other party a hiring fee equal to 50% of the current annual salary of the employee hired. Annual salary would be substantiated with current payroll W2 or equivalent documentation.
- c. This section shall not apply if CLIENT hires or otherwise retains a former LOCKE SYSTEMS representative and CLIENT was not informed of the individual's prior relationship with LOCKE SYSTEMS, or can show they could not have reasonably known of the prior LOCKE SYSTEMS employment.

XVI. MODIFICATION

- a. This agreement and its corresponding attachments listed in section XV below constitute the full agreement between Locke Systems Inc & Customer. Any modifications to this agreement must be made in writing with mutual consent of the parties. Written modifications will be appended to this agreement and the agreement, including all appendices must be sent over email by Locke Systems to Customer after each modification is completed.
- b. CLIENT retains rights to terminate agreement with 30 days written notice to Locke Systems.

XVII. INDEPENDENT CONTRACTOR

- a. The parties are independent contractors, and neither is an employee, employer or partner of the other. Neither party shall hold itself out as having any right, power or authority to create any contract or obligation on behalf of the other party.

XVIII. WAIVER OF BREACH

- a. **The failure of any party to enforce any of the provisions of this AGREEMENT shall not be deemed or construed to be a waiver or continuing waiver of the enforcement of such provisions in the future.**

XIX. ASSIGNABILITY

- a. Neither party may assign this AGREEMENT or any rights hereunder to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.

XX. NOTICES

- a. All notices herein provided for or which may be given in connection with this AGREEMENT shall be sent via regular mail, postage prepaid or prepaid private carrier (UPS, FedEx, etc.). If any such notice shall be given by CLIENT to LOCKE SYSTEMS, it shall be addressed to:

LOCKE SYSTEMS INC
PO BOX 274
MILTON WA 98354

XXIII. ADDITIONAL NOTES AND ARRANGEMENTS

Client to provide all T1/T2 helpdesk support managed through LSI ticketing system. If there is more than 15h per mo of helpdesk support contract review will be triggered.

SS911 currently providing all PD desktop support until SS911 contract renewal. Upon SS911 contract renewal LSI contract review will be triggered.

Backups for Servers and Office 365 will be provided, but Veeam Licensing for Office 365 will be billed al-la-carte.

Purchase of Client Owned BDR to manage Veeam will be required if adequate hardware is not already in place.

Client will have access to LSI ticket system and LSI documentation system.

I hereby certify that I have both read and agree to the terms set forth in this Service Agreement:

Client Name (print): _____ Signature: _____ Date: _____

Locke Systems Rep: _____ Signature: _____ Date: _____



Pricing Worksheet Prepared for:
 (Customer): _____ City of Fircrest
 Server Count: 6
 PCs/Users (Min.5): 50

SERVICE PLANS:

	<u>MONITOR</u>	<u>MAINTAIN</u>	<u>MANAGE</u>	<u>PRIORITY SLA</u> (Add-On)
Labor Rates				
Remote Support (Normally \$150/hr)	1hr (\$125)	Included	Included	Included
Onsite Support (Normally \$150/hr)	\$125/hr	\$125/hr	Included	Included
After-Hours Emergency (Normally \$200/hr)	\$150/hr	\$150/hr	\$150/hr	Included
Project Work (Normally \$150/hr)	\$125/hr	\$125/hr	\$125/hr	\$125/hr
Included Features				
StorageCraft Server Backups w. Cloud Replication	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
One Free Hour Monthly Remote Support	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Server Updates and Patching	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
24X7 Server monitoring for problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Workstation Monitoring for problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Annual Network Inspection & Security Audit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unlimited HelpDesk Support*		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Server Tune-ups/Maintenance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Workstation Updates/Patching		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
AntiVirus Included		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unlimited Onsite Support*			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Network Testing & Diagram			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Server Disaster Recovery**				<input checked="" type="checkbox"/>
Guaranteed Same-Day Support - Urgent issues				<input checked="" type="checkbox"/>
Priority Support Queue				<input checked="" type="checkbox"/>
Daily Ticket Update Report				<input checked="" type="checkbox"/>
Pre-Scheduled Dedicated Onsite Days				<input checked="" type="checkbox"/>
1HR Guaranteed Response time SLA				<input checked="" type="checkbox"/>
Monthly Investment:				
Price Per Server:				\$200
Price Per Computer:				\$66
(Totals):				\$4,500

\$200/month Service Plan Minimum

A One-Time Setup Fee equal to 1st month charges will also be applied to new customers for onboarding

Other Available Add-Ons:

Productivity Pack - \$20/User: Microsoft Office Std, Hosted Exchange, SPAM Filtering, Content Filtering

HIPAA Compliance (requires Priority SLA)- \$50/svr, \$25/PC: Security, Audits, Emp. Training, Manuals, etc.

*Unlimited Support is for Maintenance and Troubleshooting and not New Project work

**Some additional equipment purchases may be required

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AMENDING FIRCREST MUNICIPAL CODE (“FMC”) 2.44.050
RELATING TO SALARIES OF NON-UNION CITY EMPLOYEES
~~AND AMENDING FMC 2.44.090 RELATING TO HOURLY RATE
OF PAY FOR CASUAL AND SEASONAL EMPLOYEES;~~
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City seeks to increase the pay range for the Police Chief position based on current market data.

WHEREAS, the City Council has determined it is in the best interests of the City to do so.

**NOW. THEREFORE, THE CITY COUNCIL OF THE CITY OF FIRCREST DO
ORDAIN AS FOLLOWS:**

Section 1. FMC 2.44.050, Amended. Section 1 of Ordinance No. ~~1686-1694~~ and FMC Section 2.44.050 are hereby amended to read as follows:

Non-Union Salaries. From and after June 1, 2023, the full-time equivalent monthly salary range of the following regular full-time, regular part-time, and temporary City positions is fixed at the following sums. No employee shall be paid an average monthly base salary, which exceeds the maximum provided hereunder.

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Custodian	\$3,334	\$4,258
Office Assistant I	\$3,477	\$4,437
Office Assistant II	\$4,180	\$5,334
Court Clerk I	\$4,180	\$5,334
Police Records Technician/CSO I	\$4,291	\$5,477
Administrative Assistant	\$4,515	\$5,761
Court Clerk II	\$4,681	\$5,975
Permit Coordinator/Code Enforcement Officer	\$4,703	\$6,002
Recreation Program Coordinator	\$4,711	\$6,012
Accountant I	\$4,763	\$6,080
Police Records Technician/CSO II	\$4,805	\$6,132
Accountant II	\$5,590	\$7,134
IT Systems Coordinator	\$5,694	\$7,268
Parks Maintenance Supervisor	\$5,649	\$7,210
Court Administrator-without contracted court	\$6,313	\$8,056
Court Administrator-with contracted court	\$6,944	\$8,864
Parks/Recreation Director	\$7,259	\$9,264
City Clerk/Admin. Services Director	\$8,375	\$10,689
Finance Director	\$8,775	\$11,200
Public Works Director	\$9,427	\$12,032
Police Chief	\$9,847 <u>10,666</u>	\$13,333 <u>12,569</u>

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For payroll purposes and for the computation of hourly rates for regular employees, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand and eighty (2,080) hours and rounded to the nearest one hundredth to determine the corresponding hourly rate of pay for entry into the bi-weekly payroll system.

Section 23. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 34. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 45. Summary, Publication, and Effective Date. This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this ~~238rd~~ day of ~~May~~November 202~~3~~2.

APPROVED:

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

~~Hillary J. Evans,~~ City Attorney

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**CITY OF FIRCREST
RESOLUTION NO. 1779**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, GOVERNING THE DISPLAY OF
FLAGS ON CITY PROPERTY**

WHEREAS, the city council desires to establish clear guidelines regarding the display of all flags flown on city-owned or city-maintained properties; and

WHEREAS, in adopting this resolution, the city council declares that flagpoles owned or maintained by the City of Fircrest are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for the display of any governmental and non-governmental flag authorized by the City Council either required by law or as an expression of the City Council's official government speech.

WHEREAS, in times where the Governor of Washington State or the President of the United States declares that the United States Flag be flown at half-staff, only the United States flag shall be displayed and flown at half-staff as declared.

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

Section 1. Flags shall be displayed in accordance with Federal and State statutes and regulations, including but not limited to, United States Code, Title 4, Chapter 1, and RCW Chapter 1.20.010 – 1.20.017.

Section 2. Commemorative Flag.


1. As an expression of the City's official government speech, the City Council may authorize the display of a commemorative flag to fly at city-owned or city-maintained properties.
2. The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the City Council. Requests to fly a commemorative flag by members of the public or a third party will not be considered.
3. The decision to approve or deny a request to display a commemorative flag shall be made at a publicly noticed city council meeting.
4. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated.
5. Commemorative flags must be either purchased by the City or temporarily donated for the City's use and must be clean, without holes and tears, and be made of an all-weather fabric. Commemorative flags must be smaller than the United States flag that is flown, and may be the same size as the Washington State flag that is flown.
6. A "commemorative flag" as defined in this Policy shall mean a flag that identifies with a specific historical event, cause, nation, or group of people that the City Council chooses to honor or commemorate consistent with the City's mission and priorities.

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Section 3: This Resolution is effective immediately upon passage.

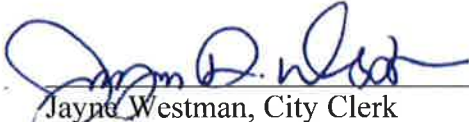
**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON,** at a regular meeting thereof this 26th day of July 2022.

APPROVED:




Brett L. Wittner, Mayor

ATTEST:



Jayne Westman, City Clerk

APPROVED AS TO FORM:



Hillary J. Evans, City Attorney

Current Council Rules Adopted 2021

RULE 26. PROCLAMATIONS

A. City Council Proclamations. City Council proclamations shall be publicly read at a City Council meeting and presented to a representative of the event during the Council meeting.

B. Mayor's Proclamations. Are requested by a special interest group from within the City. Mayor's proclamations are signed by the Mayor and forwarded to a representative of the event.

C. The Mayor and City Manager shall determine if the proclamation request is for a City Council proclamation or a Mayor's proclamation.