



WENATCHEE CITY COUNCIL

Thursday, July 11, 2024

Wenatchee City Hall Council Chambers
301 Yakima Street
Wenatchee, WA 98801

AGENDA

"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."

4:45 p.m. Executive Session

Executive session to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price. RCW 42.30.110(1)(c).

Action Requested: *Motion for City Council to meet in executive session for a time period not to exceed 20 minutes, with legal counsel present, to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price. RCW 42.30.110(1)(c). The Council is not expected to take further action following the executive session.*

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call

2. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on any matter, including items on the agenda. Comments on public hearing items will be taken during the public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. Citizen comments will be limited to three minutes.

3. Consent Items

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Claim checks #300955 through #301050 in the amount of \$979,589.35 for June 20, 2024
Wire #131 and checks #301051 through #301096 in the amount of \$271,311.16 for June 27, 2024
Payroll distribution (retirees) in the amount of \$11,471.96 for June 28, 2024
Benefits/deductions in the amount of \$1,372,652.16 for June 28, 2024
Claim checks #301097 through #301173 in the amount of \$3,322,050.66 for July 5, 2024
Payroll distribution in the amount of \$708,503.49 for July 5, 2024 for July 5, 2024
Payroll distribution in the amount of \$12,504.29 for July 5, 2024

4. Presentations

- Parks & Recreation Month Proclamation

5. Action Items

- A.** Chief of Police Confirmation and Swearing-In Ceremony
Presented by City Administrator Laura Gloria
Action Requested: *Motion for City Council to approve Resolution No. 2024-25, confirming the mayoral appointment of Edgar Reinfeld to the office of Police Chief.*
- B.** Resolution No. 2024-24 Adopting a Social Media Policy
Presented by City Administrator Laura Gloria
Action Requested: *Motion for City Council to adopt Resolution No. 2024-24, adopting a citywide Social Media Policy.*
- C.** Participation documents regarding the Kroger Co. Washington State-Wide Opioid Settlement
Presented by Finance Director Brad Posenjak
Action Requested: *Motion for City Council to authorize the Finance Director to sign any documents approved by the City Attorney to effectuate the City's participation in the Kroger Co. Washington State-Wide Opioid Settlement Agreement.*
- D.** City Project No. 2201.2 – South End Bike/Ped Access Bridges
Interlocal Agreement with City of East Wenatchee
Presented by Engineering Services Manager Ryan Harmon
Action Requested: *Motion for City Council to authorize the City Administrator to execute an Interlocal Agreement for construction and maintenance of a new shared-use path bridge with the City of East Wenatchee.*
- E.** Multi-Year Microsoft Enterprise Software Agreement
Presented by IT Director Elizabeth Rossiter
Action Requested: *Motion for the City Council to authorize the City Administrator to enter into a three-year Microsoft Enterprise Agreement, with a 2024 budget impact of \$118,632.04, including tax, and approve annual payments over the term.*
- F.** RiverCom Interlocal Agreement
Presented by City Administrator Laura Gloria
Action Requested: *Motion for the City Council to approve the RiverCom 2024 Amended and Restated Interlocal Cooperative Agreement.*

6. Reports

- a. Mayor's Report
- b. Reports/New Business of Council Committees

7. Announcements

8. Close of Meeting

Action Requested: Motion to adjourn.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mayor's office at (509) 888-6204 (TTY 711). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).



DRAFT

WENATCHEE CITY COUNCIL WORK SESSION

Thursday, June 20, 2024

Wenatchee City Hall Council Chambers

301 Yakima Street

Wenatchee, WA 98801

MINUTES

"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."

5:15 p.m. Work Session

- Weidner Streetscape Proposal

Weidner Development Director and GGLO Architect David Marshall introduced the Majestic project team, and shared the overall vision and component projects. City Administrator Laura Gloria presented a Power Point Presentation which included next steps for the project, including implementation of the Reimagine Wenatchee Master Plan in coordination with Weidner to ensure that the proposed streetscape plan aligns with the Reimagine Wenatchee Plan, and finding funding opportunities for improvements to aging infrastructure in the project area. Staff will consult with the Finance Committee on funding questions, considerations and scenarios, and then finalize a recommendation and scope of work for both Weidner and the City.

With nothing further to discuss, the meeting adjourned at 6:17 p.m.

Mike Poirier, Mayor

Tammy L. McCord, City Clerk

Apple Capital of the World



DRAFT

WENATCHEE CITY COUNCIL

Thursday, June 27, 2024

Wenatchee City Hall Council Chambers

301 Yakima Street

Wenatchee, WA 98801

MINUTES

"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."

Present: Mayor Mike Poirier; Councilmember District 1 Jose Cuevas; Councilmember District 2 Chelsea Ewer; Councilmember District 3 Top Rojanasthien; Councilmember District 4 Travis Hornby; Councilmember District 5 Charlie Atkinson; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

Staff Present: City Administrator Laura Gloria; Assistant City Attorney Steve Smith; City Attorney Danielle Marchant; City Clerk Tammy McCord; IT Support Tim McCord; Human Resources Director Kari Page; Engineering Services Manager Ryan Harmon; Stormwater Technician Kelsey Grover; Deputy Public Works Director Jessica Shaw; Community Development Director Glen DeVries; Finance Director Brad Posenjak; Public Works Director Rob Jammerman; IT Director Elizabeth Rossiter; Police Captain Edgar Reinfeld

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Mike Poirier called the regular meeting to order at 5:15 p.m. Councilmember Charlie Atkinson led the Pledge of Allegiance. All Councilmembers were present, with Councilmember Keith Huffaker participating via phone.

2. Citizen Requests/Comments

Heidi Huber, owner of Simply Unique at 201 South Wenatchee Avenue, and her daughter Hayley Walters, addressed the Council with their concerns regarding the Reimagine Wenatchee plan and proposed parallel parking and bike lanes near their business.

Glen Wilson addressed the Council with his concerns about the way the homeless are being treated.

Manuel Valencia thanked the Mayor and everyone for their service and would like to see some shade at the Lincoln Park playground to protect children from the sun. He also requested officers to monitor speeds on Methow Street and Chelan and Walker.

3. Consent Items

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Claim checks #300750 through #300841 in the amount of \$1,704,170.27 for June 6, 2024
Claim checks #300842 through #300954 in the amount of \$2,853,087.92 for June 14, 2024
Payroll distribution in the amount of \$467,650.00 for June 20, 2024

- Resolution No. 2024-21, appointing Clementine Belanger to the Arts, Recreation and Parks Commission.
- Resolution No. 2024-22, revising the regular meeting schedule and providing for special meetings for November and December, 2024.

Motion by Councilmember Top Rojanasthien for City Council to approve agenda, vouchers, and minutes from previous meetings, Resolution No. 2024-21, appointing Clementine Belanger to the Arts, Recreation and Parks Commission, and Resolution No. 2024-22, revising the regular meeting schedule and providing for special meetings for November and December, 2024. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

4. Presentations

- Wenatchee Police Department Citizens Academy – Detective Riley Koch provided information to the Mayor and City Council about the upcoming Wenatchee Police Department Citizens Academy and invited everyone to participate.

5. Action Items

A. Classification Addition to the 2024 Management/Administrative Group Wage Schedule

Human Resources Director Kari Page presented the staff report. Council commented and asked questions.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2024-16, repealing Ordinance No. 2023-20, authorizing the addition of the new Homeless Response Administrator classification to be placed within Grade MA12 of the 2024 Management/Administrative Group Wage Schedule. Councilmember Charlie Atkinson seconded the motion. Motion carried (7-0).

B. Public Works Director Appointment

City Administrator Laura Gloria presented the staff report. Council commented.

Motion by Councilmember Top Rojanasthien for City Council to approve Resolution No. 2024-23, confirming the mayoral appointment of Thomas Wachholder to the office of Director of Public Works. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

C. City Project 2304 – South Wenatchee Avenue Sidewalk Gap Filler - Authorization to Award Construction Contract

Engineering Services Manager Ryan Harmon presented the staff report. Council asked questions.

Motion by Councilmember Charlie Atkinson for City Council to award the construction contract for the South Wenatchee Avenue Sidewalk Gap Filler Project, City Project No. 2304, to the lowest responsive bidder, Rudnick and Sons LLC, and authorize the City Administrator to sign the contract documents. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

D. Interlocal Agreement for Development and Implementation of Stormwater Management with Wenatchee Valley College

Stormwater Technician Kelsey Grover presented the staff report.

Motion by Councilmember Travis Hornby for City Council to authorize the City Administrator's signature on the Interlocal Agreement for the Development and Implementation of Stormwater Management with Wenatchee Valley College. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

E. Fifth and Emerson Emergency Stormwater Main Repair

Deputy Public Works Director Jessica Shaw presented the details of the repair of the Fifth and Emerson stormwater main, as required after an emergency like this per city policy.

F. Public Works Fee Ordinances No. 2024-13, 2024-14, and 2024-15

Deputy Public Works Director Jessica Shaw presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to adopt Ordinance No. 2024-13 amending the Public Works Department fees, Ordinance No. 2024-14 amending sewer connection fees, and Ordinance 2024-15 amending the water service fees. Councilmember Chelsea Ewer seconded the motion. Motion carried (7-0).

G. Lease Agreement with Rivercom for Space at the Police Station

Assistant City Attorney Steve Smith presented the staff report. Council asked questions.
Motion by Councilmember Chelsea Ewer for City Council to approve the lease agreement with RiverCom for a portion of space at the Police Station and authorize the City Administrator to sign the lease on behalf of the City of Wenatchee. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

H. Contract Award for Comprehensive Plan Periodic Update Process

Community Development Director Glen DeVries presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to authorize the City Administrator to enter into a contract with BERK Consulting, Inc. for the City of Wenatchee Comprehensive Plan Update and Environmental Review, as generally described in the proposal from BERK, to be finalized in a complete and final contract and scope of work in the amount of \$438,100.00. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

6. Reports

- a. Mayor's Report. The Mayor reported on the following:
 - (1) The Rivercom board has been discussing a change in voting members from 5 to 7. It was recently approved – he voted against it.
 - (2) He attended the State Auditor's entrance conference.
 - (3) Public Works Director Rob Jammerman and IT Director Dale Cantrell are retiring this week. Tomorrow is their last day, and the Mayor is truly thankful for their service.
 - (4) The Museum Board has changed the dates and times of their regular meetings and Councilmember Ewer has a conflict.
 - (5) He reminded the Council to please let the Mayor or City Clerk know if they cannot make a Council meeting or committee meeting.

b. Reports/New Business of Council Committees

Councilmember Ewer reported that the Museum Board meetings are now held on the second Wednesday of each month from 4:30 p.m. to 6:30 p.m. It is difficult for her to attend these meetings and a replacement will be needed. She also provided information she received from Chelan County about the "Purple Heart Trail" designating cities as Purple Heart Cities, with the purpose to show respect and recognition to those who have given so much. She will forward the information to the City Clerk to share with the Council for consideration.

Councilmember Linda Herald reported that she and Councilmember Charlie Atkinson attended the AWC Conference and she also attended the Legislative Priorities Committee meeting. The next meeting is July 25 and they hope to wrap up their work by September so that AWC staff can begin work on priorities for the State Legislature. She will provide a list of the priorities to Council.

Councilmember Charlie Atkinson reported that he was the flag carrier for the City of Wenatchee at the AWC Conference. He reported that it was an excellent conference with well-run sessions. He also shared that his neighbor would like the city to consider a Bicycle Advisory Committee, and the City Clerk had shared the request with the Council via email last week.

Councilmember Keith Huffaker said the issue of increasing voting members on the Rivercom Board make it harder to make decisions and dilute the vote. Looks like they kept bringing the issue back until they got what they wanted.

Councilmember Travis Hornby said the Rivercom matter to increase voting members was brought up twice while he served on the Board, and was voted down both times. He also reported that he attended the Chamber sponsored advisory board airport meeting recently and they are looking at ways to have a third flight out of Wenatchee. He also attended the WDA economic committee and they have some good ideas to spur economic growth.

7. Announcements

8. Close of Meeting. With no further business, the meeting adjourned at 6:25 p.m.

Motion to adjourn the meeting by Councilmember Travis Hornby. Councilmember Charlie Atkinson seconded the motion. Motion carried (7-0).

Mike Poirier, Mayor

Tammy L. McCord, City Clerk

Proclamation

Of the City of Wenatchee, Washington

- WHEREAS,** parks and recreation activities and experiences provide opportunities for people to live, grow and develop into contributing members of the community; and
- WHEREAS,** parks and recreation enrich life experiences for members of our community; and
- WHEREAS,** park and recreation agencies in the community provide outlets for physical activities, socialization and stress reducing experiences; and
- WHEREAS,** parks, playgrounds, trails, natural areas, and recreation and aquatic facilities make our City an attractive and desirable place to live, work, play and visit which contributes to our economic vitality; and
- WHEREAS,** parks and natural areas provide a welcome respite from our fast paced, high-tech lifestyles while protecting and preserving our natural environment; and
- WHEREAS,** parks and recreation agencies touch the lives of individuals, families, groups and the entire community which positively impact the social, and economic health and environmental quality of our city;

NOW, THEREFORE, I, Mike Poirier, Mayor of the City of Wenatchee, do hereby proclaim July 2024 as “Parks and Recreation Month” in the City of Wenatchee and encourage all citizens to join me in participating in and supporting the many recreational programs and facilities provided by both public and private agencies.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Wenatchee to be affixed on the 11th of July 2024.



Mike Poirier

Mike Poirier, Mayor

RESOLUTION NO. 2024-25

A RESOLUTION, confirming the mayoral appointment of Edgar Reinfeld to the office of Police Chief.

WHEREAS, pursuant to WCC 1.08.200, the City has created a Police Department; and

WHEREAS, the Police Chief serves as the department head for the Police Department; and

WHEREAS, the Police Chief position is an appointive office under WCC 1.06.060(1); and

WHEREAS, the Mayor has the power, under WCC 1.06.060(2), to appoint an individual to serve as the Police Chief; and

WHEREAS, WCC 1.06.060(4), requires that the mayoral appointment be confirmed by a majority vote of the City Council; and

WHEREAS, Mayor Mike Poirier has appointed Edgar Reinfeld as the Police Chief of the City of Wenatchee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE HEREBY RESOLVES AS FOLLOWS:

Section 1. Confirmation of Appointment. The City Council hereby confirms the mayoral appointment of Edgar Reinfeld to the position of Police Chief.

Section 2. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Wenatchee, Washington, this
11th day of July, 2024.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Laura Gloria, City Administrator
Mayor's Office

MEETING DATE: July 11, 2024

I. SUBJECT

Resolution No. 2024-24 adopting a Social Media Policy

II. ACTION REQUESTED

Motion for the City Council to pass Resolution No. 2024-24 adopting a citywide Social Media Policy

III. OVERVIEW

The City of Wenatchee's various departments may utilize existing and emerging social media tools to provide information to and interact with the public. The proposed policy establishes the use of social media by the City, its departments and employees and includes topics such as creation of department social media accounts, standards, appropriate use of social media accounts, regulation of information, and retention requirements.

IV. FISCAL IMPACT

No fiscal impact.

VI. REFERENCE(S)

1. Social Media Policy

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Elizabeth Rossiter, Information Technology Director
Brad Posenjak, Finance Director

RESOLUTION NO. 2024-24

A RESOLUTION, of the City of Wenatchee, Washington adopting a Social Media Policy.

WHEREAS, social media sites are being used by a growing number of people to receive up to the moment information; and

WHEREAS, the City desires to utilize social media sites as online information sources focusing on City issues, projects, news, and events; and

WHEREAS, it is necessary to have a clear policy in place regarding the City's use of social media sites to assist the City in complying with its obligations under the law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE HEREBY RESOLVES AS FOLLOWS:

Section 1. Adoption of Policy. The City Council hereby adopts the Social Media Policy, which is attached hereto as Exhibit "A" and incorporated herein by this reference. This Policy supersedes any previous policies adopted by the City, or its departments, regarding social media accounts.

Section 2. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Wenatchee, Washington, this 27th day of June, 2024.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney

Exhibit A

Resolution 2024-24
Social Media Policy

City of Wenatchee Social Media Policy

I. POLICY PURPOSE

The City of Wenatchee (the “City”) and its various departments may utilize existing and emerging social media tools to provide information to and interact with the public. Social media is broadly defined as internet-based communications technology that provides immediacy, interactivity, and the sharing of information across multiple platforms, including but not limited to Facebook, X (formerly Twitter), YouTube, and Instagram.

The City encourages the use of social media, where appropriate, to further the goals of the City and the missions of its departments. This Policy establishes procedures for the use of social media by the City, its departments, and employees.

II. POLICY PROCEDURES

1. CREATION OF DEPARTMENT SOCIAL MEDIA ACCOUNTS

- 1.1 Prior to creating a social media account, departments and/or programs should consider the need and value of a department or project specific account versus relying on the City-wide account (if available) or City website to disperse department or program information. Since social media accounts lose the interest of their audiences when not updated regularly, department staff should calculate the time and effort it will take to maintain an account so that visitors continue to find value over time. As a rule of thumb, social media accounts should be updated with pertinent information at least once per week.
- 1.2 The creation and subsequent use of any City social media account by the City, its departments, programs, employees, etc. must be requested by the department director, approved by the City Administrator and will be subject to periodic review by the City Administrator. Once approved, the Information Technology (IT) Department will be notified so the login information and a designated department contact can be recorded.
- 1.3 The IT department shall maintain a list of all City social media accounts, including department or project specific accounts, that are operating including login information. Departments must inform the City Administrator and Information Technology Director if they intend to cease operating a social media account. Departments must notify Information Technology of any login or password changes associated with social media accounts. Any non-operational social media account must be appropriately deleted or removed from the platform.

- 1.4 Each department will have only one account for each social media platform, unless otherwise approved by the City Administrator.
- 1.5 The director requesting approval of a social media account must appoint a specific staff member(s) to maintain and monitor the social media account. Directors are responsible for ensuring their staff follows the procedures set forth in this Social Media Policy.
- 1.6 In compliance with the Social Media Policy, department staff appointed to maintain and monitor social media accounts are responsible for regularly posting content and information, monitoring comments and information posted by outside users, removing any prohibited content as set forth in this Policy, and the retention of content as required under this Policy and applicable law.
- 1.7 The account name or username for a department or project specific social media account should be descriptive of the department or program and chosen carefully with consideration for abbreviations, slang, etc.
- 1.8 Official City and/or department logos will be set as the profile photo.

2. STANDARDS FOR FACEBOOK ACCOUNTS

- 2.1 In addition to the requirements provided in this Policy for all City social media accounts, department or project specific Facebook accounts must comply with the standards detailed in this Section 2.
- 2.2 Department or project specific Facebook accounts shall be created as “pages”, not “groups.” Facebook “pages” offer distinct advantages including greater visibility, customization, and measurability. The “page” types shall be “government.
- 2.3 Departments or project specific Facebook pages will include a mission and/or department specific statement on the Wall. A link to the City website, www.wenatcheewa.gov, shall be included in the “Info” section of all department and project specific Facebook pages.
- 2.4 Department and project specific Facebook pages should be follow other City Facebook pages.
- 2.5 There are thousands of Facebook applications. Common applications can allow users to stream video and music, post photos, and view and subscribe to RSS feeds. While some may be useful to the page's mission, they can cause clutter and security risks. An application should not be used unless it serves a business purpose, adds to the user experience, comes from a trusted source, and is approved by the IT Director. An application may be removed at any time if there is significant reason to think it is causing a security breach or spreading viruses.

3. STANDARD FOR INSTAGRAM ACCOUNTS

- 3.1 In addition to the requirements provided in this Policy for all City social media accounts, department or project specific Instagram accounts must comply with the standards detailed in this Section 3.
- 3.2 All hashtags must be approved by the department director or their designee.
- 3.3 Department or project specific Instagram accounts shall include the following:
 - Link to the City and/or department or project specific Facebook page.
 - A link to the City website, www.wenatcheewa.gov.
 - Contact information, including the address and phone number of the specific department.

4. STANDARD FOR X ACCOUNTS

- 4.1 In addition to the requirements provided in this Policy for all City social media accounts, department or project specific X accounts must comply with the standards detailed in this Section 4.
- 4.2 Department or project specific X usernames shall begin with "Wenatchee" (i.e., WenatcheePD and WenatcheePW). In cases where the username has too many characters, the username shall begin with "WEN" (i.e., WENParkandRec).

5. APPROPRIATE USE OF CITY SOCIAL MEDIA ACCOUNTS, INCLUDING DEPARTMENT SOCIAL MEDIA ACCOUNTS, BY CITY OFFICIALS AND EMPLOYEES

- 5.1 The most appropriate uses of City social media accounts are: (1) for time-sensitive and emergency information; and (2) as a communications/promotional/marketing tool which increases the City's ability to broadcast its message to the widest possible audience.
- 5.2 Official City social media accounts will use proper grammar and spelling, avoiding jargon and abbreviations. Although social media is more casual than most other communication tools, it is still a representation of the City.
- 5.3 Use of official City social media accounts shall comply with the Wenatchee City Code, all applicable state and Federal laws and regulations, and all applicable policies, rules, and regulations of the City.
- 5.4 Whenever possible, content posted to official City of Wenatchee social media accounts should contain links directing users back to the City's official website(s) for in-depth information, forms, documents, or online services necessary to conduct business with the City.
- 5.5 Videos and photos shall only be posted to City social media accounts if it corresponds with one or more of the account's primary uses or purposes.

- 5.6 City employees, Councilmembers, other officials, and appointed volunteers should not comment or otherwise communicate on the City's social media accounts, including department or project specific accounts, regarding City business. All social media account posts by City employees and/or elected officials regarding official City business are subject to the Washington State Public Records Act, Chapter 42.56 RCW. Furthermore, participating in online discussions may constitute a meeting under the Open Public Meetings Act, Chapter 42.30 RCW.
- 5.7 City employees and/or elected officials are prohibited from disclosing any information via social media that may be confidential or may otherwise compromise the City.
- 5.8 Official City social media accounts shall be responsive to those users who communicate via comments, replies, or direct message functions. Such responses shall be timely and shall be consistent with this Social Media Policy and any other applicable City or department policies.

6. REGULATION OF INFORMATION POSTED BY OUTSIDE INDIVIDUALS

- 6.1 The City reserves the right to restrict and/or remove any content posted to official City social media accounts, including department or project specific social media accounts, that it deems to be in violation of this Social Media Policy or other applicable law, rule, or regulation.
- 6.2 All official City social media accounts shall include notification to site users/visitors that the following content will not be allowed on the site:
 - Content not topically related to the particular article being commented upon
 - Content in support or opposition to political campaigns of any kind
 - Profane language and/or content
 - Content and/or language that promotes, fosters, or perpetuates discrimination of any kind
 - Sexual content or links to sexual content
 - Solicitations of commerce
 - Conduct or encouragement of illegal activity
 - Information that may tend to compromise the safety and/or security of the public and/or public systems
 - Content that violates a legal ownership interest of any other party
 - Vulgar, offensive, or threatening language and/or content
 - Libelous and/or slanderous content
 - Content that is confidential or may otherwise violate privacy rights.The notice shall also include that the City reserves the right to remove any prohibited content.

- 6.3 Any content removed based on the restrictions in Section 6.2 must be retained, including the time and date of the posting and the identity of the poster (if available). See Section 7 for additional retention requirements.
- 6.4 In order to decrease the potential for inappropriate content on official City social media accounts, including department or project specific accounts, the City limits comments as follows:
- Comments to the Wall and Discussion Boards on any official City Facebook accounts shall be turned off.
 - Comments to any videos on official City YouTube accounts shall be turned off.
 - Comments on any official City Instagram or X accounts will be allowed, however, they may be restricted or removed pursuant to Sections 6.1 and 6.2 of this Policy.

7. RETENTION OF INFORMATION POSTED ON CITY SOCIAL MEDIA ACCOUNTS

- 7.1 Official City social media accounts, including department or project specific accounts, are subject to the Washington State Public Records Act, Chapter 42.56 RCW. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record. Whenever possible, such official City social media accounts shall clearly indicate that any content posted or submitted for posting is subject to public disclosure. Users shall also be notified that public disclosure requests should be directed to the City's Public Disclosure Officer.
- 7.2 Washington State law and relevant records retention schedules apply to social media accounts and social media content. All information on official City social media accounts, including department or project specific accounts, will be archived as follows: All social media accounts will be archived with social media archival software as provided by the IT department. When necessary, City social media accounts will be created in conjunction with a City e-mail account, which will be set up to receive and archive all user comments, fans, or followers for purposes of records retention.

8. ADMINISTRATIVE PROVISIONS

- 8.1 This Policy applies to all City departments, divisions, offices, etc. and employees.
- 8.2 This Policy is effective as of _____ and may be amended as necessary by approval of the City Administrator.
- 8.3 This Policy supersedes any previous policies adopted by the City, or its departments regarding social media accounts.



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Danielle Marchant, City Attorney

MEETING DATE: July 11, 2024

I. SUBJECT

Participation documents regarding the Kroger Co. Washington State-Wide Opioid Settlement Agreement.

II. ACTION REQUESTED

Motion to authorize the Finance Director to sign any documents approved by the City Attorney to effectuate the City's participation in the Kroger Co. Washington State-Wide Opioid Settlement Agreement.

III. OVERVIEW

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen. In 2023, five national opioid settlements were reached with Teva, Allergan, CVS, Walgreens, and Walmart. The City previously “opted-into” the settlement regarding these companies. The settlement documents have been finalized, and the City has received its first payments regarding these settlements. Earlier this year, the City also joined the Janssen Settlement with Johnson & Johnson and the City received the full settlement payment last month.

A new proposed national opioid settlement has been reached with Kroger Co.

The Washington Attorney General's Office is strongly encouraging local governments to join the Kroger Co. Settlement as it contingent on a very high percentage of Washington cities and counties joining the Settlement.

The Washington Attorney General's Office has estimated that Washington could receive \$47.5 million from the Kroger Co. Settlement.

As with the prior opioid settlements that the City participated, half of the Washington share of the settlement proceeds will be directed to Washington local governments to make decisions on how to remediate the opioid crisis in their respective local communities. With

the Kroger Co. Settlement, it is anticipated that the City will receive the same or similar pro-rata share of the settlement proceeds as with the prior settlements.

The proceeds from each of the opioid settlements must be spent only for uses that focus on forward-looking abatement strategies. Locally, the City could allocate the funding towards revitalizing drug court and mandatory drug treatment sentencing, recovery coaching programs, outreach for homeless/opioid addiction and Behavioral Health Unit/Police integration among other opioid abatement strategies.

The deadline to join the Kroger Co. Settlement is August 12, 2024. Brad Posenjak, Finance Director, is set up with the Settlement Implementation Administrator to sign the settlement documents via DocuSign if authorized by City Council.

IV. FISCAL IMPACT

To date, the City has received almost \$375,000 in opioid settlement funds. The first three opioid settlements are expected to bring in a total of \$1,200,000 over 17 years. The Kroger Co. Settlement is estimated to bring an additional \$60,000 over 11 years.

V. REFERENCE(S)

Sample Participation form for the Kroger Co. Settlement.

VI. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Danielle Marchand, City Attorney

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Ryan Harmon, Engineering Services Manager
Public Works Department

MEETING DATE: July 11, 2024

I. **SUBJECT**

City Project No. 2201.2 – South End Bike/Ped Access Bridges
Interlocal Agreement with City of East Wenatchee

II. **ACTION REQUESTED**

Motion requested for the City Council to authorize the City Administrator to execute an Interlocal Agreement for construction and maintenance of a new shared-use path bridge with the City of East Wenatchee.

III. **OVERVIEW**

The South End Bike/Ped Access Bridges project was included in the network of projects completing an 11-mile loop that serves as the backbone for highway, transit, and active modes of transportation in the Wenatchee Valley known as the Apple Capital Loop. The City of Wenatchee and its partners successfully submitted an Infrastructure for Rebuilding America (“INFRA”) grant application for the completion of the Apple Capital Loop. Segment 2C of the INFRA award includes the construction of two new shared use bridges.

This project includes the construction of grade-separated shared use path crossings of SR 28 in East Wenatchee and BNSF right-of-way (ROW) in Wenatchee near the existing Loop Trail pipeline bridge.

The new pedestrian bridge on the East Wenatchee side of the river (east bridge) will begin at grade near the existing bridge, climb in elevation via a pier-supported elevated ramp, cross over State Route 28 in the east-west direction, and then descend via a pier-supported elevated ramp at 9th Street Park.

City staff has been working with Exeltech Consulting, Inc. to progress design. Through the design process, the above-mentioned design alternative was selected through communication with City of Wenatchee Public Services Committee, City of East Wenatchee City Council, and also City of East Wenatchee downtown stakeholders.

The included interlocal agreement will allow for construction activities to take place on City of East Wenatchee property and further it will pass on ownership of the bridge structure to the City of East Wenatchee at the completion of the project.

The ILA was approved by City of East Wenatchee City Council on 7/2/2024.

IV. FISCAL IMPACT

There is no fiscal impact associated with this interlocal agreement. This project is a part of the INFRA funded Apple Capital Loop group of projects. The approved project budget is \$17,065,060 and is inclusive of design engineering, ROW acquisition, construction and construction administration for both bridges.

V. PROPOSED PROJECT SCHEDULE

This project is scheduled for construction approval in August 2024 with actual construction activities beginning in Spring 2025 and continuing *through* Fall 2026.

VI. REFERENCE(S)

1. Plan Layout of Future Bridge
2. Interlocal Agreement for Construction of Bridge

VII. ADMINISTRATIVE ROUTING

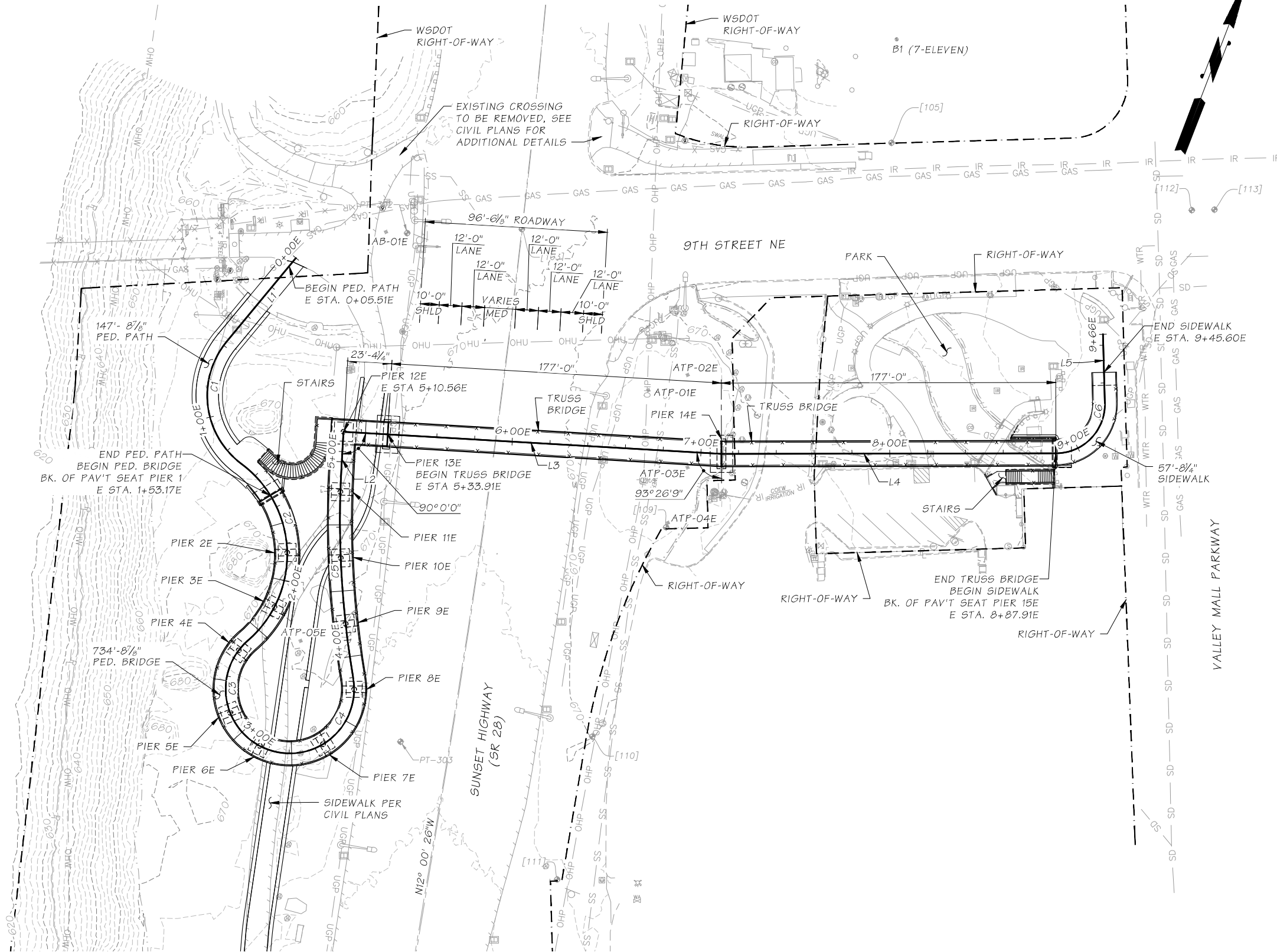
Tammy McCord, City Clerk
Laura Gloria, City Administrator
Tom Wachholder, Public Works Director
Brad Posenjak, Finance Director
Jake Lewing, City Engineer
Nataliann Tutino, Senior Financial Analyst
Anna Carr, Administrative Assistant

SEC.11, T.22N., R.20E., W.M.
CITY OF EAST WENATCHEE

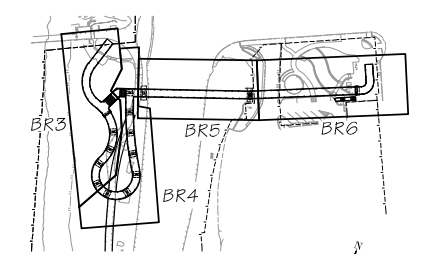
SR 28

CURVE TABLE					
CURVE #	PI STATION	R	LENGTH	Δ	TANGENT
C1	1+04.77	45.00	73.05	093.00	47.42
C2	2+05.22	60.00	107.39	102.55	74.82
C3	2+95.97	34.00	70.86	119.40	58.19
C4	3+66.83	34.00	70.86	119.40	58.19
C5	4+36.32	500.00	113.17	012.97	56.83
C6	9+14.62	26.00	41.53	091.52	26.70

LINE TABLE		
LINE #	LENGTH	BEARING
L1	57.35	S18° 13' 15"W
L2	17.90	N18° 04' 38"W
L3	200.35	N71° 55' 21"E
L4	177.00	N68° 29' 12"E
L5	36.36	N23° 01' 55"W



PLAN



KEY PLAN

P:\Wenatchee, City of\2317- Apple Capital Loop S. End Bike + Ped Access Bridges\02-CADD\Sheets\33 East Wenatchee Bridge General Plan.dwg, 05-17-24, 12:17pm, mtumanov, 1

DESIGNED: H. CLAYVILLE DATE: 5/17/2024
 DRAWN: M. TUMANOV DATE: 5/17/2024
 CHECKED: D. MOTAMEDI DATE: 5/17/2024

NOTES:
 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. SCALES SHOWN ARE FOR 11x17 INCH PRINT ONLY.



APPLE CAPITAL LOOP SOUTH END BIKE / PED ACCESS BRIDGES

EAST WENATCHEE BRIDGE GENERAL PLAN

PROJECT NO. 2317
 SHEET NO. BR2
 SHEET 33 OF 114

NO.	DATE	REVISION	BY	APPROVED

Return Address:

City of Wenatchee
Public Works Department
301 Yakima Street
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.	
Prior instruments:	
Document Title:	INTERLOCAL AGREEMENT FOR CONSTRUCTION OF BRIDGE
Grantor (s):	CITY OF EAST WENATCHEE
Grantee(s):	CITY OF WENATCHEE
Legal Description:	N/A
Assessor's Tax Parcel ID:	N/A
Filed with the Auditor pursuant to RCW 39.34.040	

**INTERLOCAL AGREEMENT BETWEEN
CITY OF EAST WENATCHEE
AND
CITY OF WENATCHEE**

This Agreement is entered into between City of East Wenatchee, a municipal corporation of the State of Washington ("East Wenatchee") and the City of Wenatchee, a municipal corporation of the State of Washington ("Wenatchee") collectively referred to herein as "Parties" or individually as a "Party."

WHEREAS, this Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, Wenatchee, with the help of other jurisdictions including East Wenatchee, was successful in obtaining a federal Nationally Significant Multimodal Freight & Highway

Projects – Infrastructure for Rebuilding America (INFRA) grant award for the Apple Capital Loop;
and

WHEREAS, a new shared-use bridge over SR 28 (the “New Bridge”) in East Wenatchee was included in the South End Bike/Pedestrian Access Bridge project as a part of the Apple Capital Loop project; and

WHEREAS, Wenatchee is leading the design and construction effort for the New Bridge;
and

WHEREAS, the New Bridge will start on East Wenatchee property along the loop trail, span over WSDOT Limited Access right of way and terminate at East Wenatchee’s 9th Street Park;
and

WHEREAS, the New Bridge will consist of a pavement and concrete ramp on the Columbia River side of SR 28, two prefabricated steel trusses over SR 28, and a landing in the East Wenatchee 9th Street Park; and

WHEREAS, the New Bridge project construction is expected to begin in Spring 2025 and continue through Fall 2026; and

WHEREAS, Wenatchee needs authorization from East Wenatchee giving it the right to construct the New Bridge on East Wenatchee’s property; and

WHEREAS, Wenatchee has separately contracted with Exceltech Consulting, Inc. to design the New Bridge; and

WHEREAS, there are significant benefits for East Wenatchee, Wenatchee and members of the public provided by the appropriate design, construction and installation of the New Bridge on the East Wenatchee location; and

WHEREAS, East Wenatchee and Wenatchee are interested in cooperating to facilitate the design, construction, and installation of the New Bridge to serve the mutual interests of East Wenatchee and Wenatchee.

Now, therefore, in consideration for the mutual covenants set forth herein, it is agreed between East Wenatchee and Wenatchee as follows:

- 1. RECITALS:** The foregoing recitals are incorporated herein and made a part hereof as though fully set forth.
- 2. DESIGN AND DESIGN APPROVAL:** Design of the New Bridge will be completed by Wenatchee. Wenatchee will submit to East Wenatchee proposed plans and specifications for the New Bridge to East Wenatchee for review and approval prior to commencement of construction. Approval shall not be unreasonably withheld and the review and approval process shall be completed

within 30 days. If not completed within 30 days, the plans and specifications proposed by Wenatchee shall be deemed approved.

3. **RIGHTS OF WAY:** Except for perpetual aerial easements (“aerial easements”) to be obtained from East Wenatchee Hotel Partners, LLC (“Cedar’s Inn”) and Washington State Department of Transportation (“WSDOT”), East Wenatchee has perpetual legal right of way for all required work and improvements necessary for construction and future use of the New Bridge across its lands, roads and parks. With respect to the aerial easements, Wenatchee will acquire the aerial easements on behalf of and in the name of East Wenatchee. East Wenatchee grants Wenatchee permission to enter upon, over, under and across its property, future aerial easements and right of way for all things necessary to the completion of the New Bridge project, including, but not limited to, the right to do all necessary inspections, surveys, staging of equipment and materials, and the right to construct the New Bridge.
4. **CONSTRUCTION:** Wenatchee shall solicit and obtain a contractor for the construction of the New Bridge. Wenatchee shall administer the construction contract including, but not limited to, scheduling the construction work, paying the contractor, administering change orders, performing materials testing activities, and following up with any punch list and warranty items.

East Wenatchee shall review and approve change order requests in a reasonable time period, review the work from time to time as it deems prudent and necessary and provide input on design and construction issues if they arise, and promptly review the work performed on the New Bridge when substantially complete and provide any punch list items required to be completed prior to final acceptance of the New Bridge.
5. **FUNDING:** The New Bridge shall be designed and constructed at Wenatchee’s sole cost pursuant to its funding for the South End Bicycle/Pedestrian Access Bridge project.
6. **OWNERSHIP:** Upon completion of the New Bridge, provision of as-built record drawings, and final approval of construction by the Parties, ownership of the New Bridge shall be transferred to East Wenatchee by Wenatchee by Bill of Sale for no consideration other than that set forth herein.
7. **PARTIES:** There are no additional parties intended to be benefited under this Agreement.
8. **INTEGRATION:** There are no other agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement supersedes all previous communications, representations or agreements either oral or written, between the Parties.
9. **VENUE:** This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be Grant County Superior Court, except as set forth in section 24 herein relating to dispute resolution.

- 10. MUTUAL COOPERATION:** The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
- 11. FORECE MAJEURE:** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees, agents or contractors of any Party, or any other cause beyond the reasonable control of the Party affected thereby. However, each Party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.
- 12. ENFORCEABILITY:** This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such as invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, which shall remain in full force and affect.
- 13. DURATION:** This Agreement shall take effect upon execution of the Agreement by both East Wenatchee and Wenatchee. This Agreement will remain in effect until all obligations established in this Agreement are completed and terminate upon the final approval of the New Bridge by both Parties.
- 14. NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.
- 15. INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** Wenatchee will protect, defend, indemnify, and save harmless East Wenatchee, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of Wenatchee related to the performance of this Agreement by Wenatchee, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of East Wenatchee.

East Wenatchee will protect, defend, indemnify, and save harmless Wenatchee, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of East Wenatchee related to the performance of this Agreement by East Wenatchee, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of Wenatchee.
- 16. NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other Party.

17. NOTICES: All notices hereunder shall be sent or delivered to the following respective addresses:

Mayor's Office
City of East Wenatchee
271 9th Street NE
East Wenatchee, WA 98802
509-884-9515

Public Works Director
City of Wenatchee
301 Yakima Street
Wenatchee, WA 98801
509-888-3200

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the fifth business day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the fifth business day following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

- 18. AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have financial approval for payments specified herein.
- 19. NON-DISCRIMINATION POLICY:** East Wenatchee and Wenatchee shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental or sensory disability, or any other status protected by law.
- 20. EMPLOYEE STATUS:** Employees of East Wenatchee are and will remain employees of the East Wenatchee. Employees of Wenatchee are and will remain City of Wenatchee employees.
- 21. AMENDMENT:** East Wenatchee and Wenatchee may mutually amend this Agreement. Such amendments shall not be binding unless the amendments are in writing and are signed by personnel authorized to bind East Wenatchee and Wenatchee.
- 22. TERMINATION:** Either Party may terminate this Agreement by giving the other Party at least thirty (30) days' advance written notice. This Agreement may also be terminated at any time by mutual agreement, in writing, between the Parties. If a Party determines it necessary to terminate the project construction for any reason,

and due to no fault of the other Party, then the terminating Party shall be liable for the costs incurred or obligated on the project which cannot be avoided.

- 23. PROPERTY/EQUIPMENT/AND MAINTENANCE:** Upon termination of this Agreement, all property purchased by East Wenatchee in furtherance of this Agreement shall remain property of East Wenatchee and all property purchased by Wenatchee shall remain property of Wenatchee. All property shall be returned to its owner upon termination of this Agreement.
- 24. DISPUTE RESOLUTION:** In the event that a dispute arises under this agreement which cannot be resolved through negotiation between themselves, the Parties agree to enter into non-binding formal mediation. In the event mediation is not successful, then the dispute shall be resolved through litigation in a court of competent jurisdiction.
- 25. FILING:** After approval and execution by the Parties, this Agreement shall be listed on the official website of each Party.
- 26. EFFECTIVE DATE:** This Agreement will take effect when executed by the Parties and listed on the official website of each Party.

Dated this _____ day of _____, 2024.

CITY OF WENATCHEE

By _____
MIKE POIRIER, Mayor

ATTEST:

TAMMY STANGER, City Clerk

Dated this 2nd day of July, 2024.

CITY OF EAST WENATCHEE

By Jerrilea Crawford
Jerrilea Crawford (Jul 3, 2024 11:00 PDT)
JERRILEA CRAWFORD, Mayor

ATTEST:


ANNA LAURA LEON, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Elizabeth Rossiter, IT Director
Information Technology

MEETING DATE: July 11, 2024

I. SUBJECT

Multi-year Microsoft Enterprise Software Agreement

II. ACTION REQUESTED

Motion for the City Council to authorize the City Administrator to enter into a three year Microsoft Enterprise Agreement, with a 2024 budget impact of \$118,632.04, including tax, and approve annual payments over the term.

III. OVERVIEW

Every three years, the City enters into a software licensing agreement with Microsoft. Individual license costs are negotiated under an existing Washington State contract. Microsoft does not negotiate with municipalities directly.

The products covered under this agreement are foundational to the City's technology. This includes licensing for Windows, Office, Email, Teams, OneDrive, network management software and server connectivity.

The agreement ensures that Microsoft costs remain predictable over a three-year term. It also permits flexibility in that the City can add workstations or users as needed and 'true-up' the costs each year. The City makes annual payments based on licenses in use.

The previous Enterprise Agreement had a 2023 budget impact of \$87,660. However, the agreement did not include all Microsoft products in use, which were purchased *a la carte*. The new agreement, although higher annually, absorbs much of the software being purchased outside of the previous agreement, resulting in a net zero budget increase. It also provides additional features for enhanced security and workstation management.

IV. FISCAL IMPACT

\$118,632 in 2024.

Item included in adopted 2024 budget and sufficient funding is appropriated.

V. PROPOSED PROJECT SCHEDULE

Enter into new agreement by July 31, 2024, at which time, the current agreement expires.

VI. REFERENCE(S)

1. SHI Reseller 2024 Enterprise Quote
2. Microsoft Enterprise Agreement

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director



Pricing Proposal
 Quotation #: 24959912
 Reference #: EA#54448544 - Renewal
 Created On: 6/11/2024
 Valid Until: 6/30/2024

WA-City of Wenatchee

Dale Cantrell
 135 S CHELAN AVE
 Wenatchee, WA 98801
 United States
 Phone:
 Fax:
 Email: DCantrell@WenatcheeWA.Gov

Inside Account Manager

Michaela Knoblock
 290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 732-652-6427
 Fax: 732-652-3004
 Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	240	\$396.00	\$95,040.00
2 Project Standard ALng SA Microsoft - Part#: 076-01912 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	5	\$131.88	\$659.40
3 SQL CAL ALng SA Device CAL Microsoft - Part#: 359-00792 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	10	\$38.62	\$386.20
4 SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	2	\$166.12	\$332.24
5 SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	5	\$663.50	\$3,317.50
6 Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: NASPO Cloud Solutions	1	\$113.12	\$113.12

7	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	10	\$58.12	\$581.20
8	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	50	\$129.50	\$6,475.00
9	Win Server External Connector ALng SA Microsoft - Part#: R39-00396 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	3	\$339.62	\$1,018.86
10	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	56	\$19.88	\$1,113.28
11	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 8/1/2024 – 7/31/2025	240	\$0.00	\$0.00

Subtotal	\$109,036.80
*Tax	\$9,595.24
Total	\$118,632.04

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number **8833856**

5-0000011699725

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Sub250 Form	W29
Product Selection Form	2699810.003_PSF
Enterprise Amendment	M97 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* City of Wenatchee

Signature*

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date	
(may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

53529362

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

54448544

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
 Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Wenatchee

Contact name: First* Elizabeth Middle Last* Rossiter

Contact email address* ERossiter@WenatcheeWA.Gov

Street address* 301 Yakima Street

City* Wenatchee

State* WA

Postal code* 98801-2966 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 509-888-3699

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Elizabeth Middle Last* Rossiter
Contact email address* ERossiter@WenatcheeWA.Gov
Street address* 301 Yakima Street
City* Wenatchee
State* WA
Postal code* 98801-2966 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 509-888-3699

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Elizabeth Middle Last* Rossiter
Contact email address* ERossiter@WenatcheeWA.Gov
Phone* 509-888-3699

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* indicates required fields

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Joshua Cho
Phone* 888-764-8888
Contact email address* Msteam_@shi.com
* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Joshua Cho

Printed name* Joshua Cho

Printed title*

Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

1. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Wenatchee

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	54448544	X	X



Volume Licensing

Enterprise Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input checked="" type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	54448544	7/31/2024

Electronically Submitted

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

2699810.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	240	240	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	240

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	240	240	240	240

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	



Volume Licensing

Amendment to Contract Documents

Enrollment Number

5-0000011699725

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	0	240
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	240

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Laura Gloria, City Administrator
Mayor's Office

MEETING DATE: July 11, 2024

I. SUBJECT

RiverCom 2024 Amended and Restated Interlocal Cooperative Agreement

II. ACTION REQUESTED

Motion for the City Council to take action on the RiverCom 2024 Amended and Restated Interlocal Cooperative Agreement

III. OVERVIEW

RiverCom is a municipal corporation, organized as a separate legal entity under RCW 39.34.030 (3)b. It operates according to an Interlocal Cooperative Agreement drafted, ratified, and executed among Chelan County, Douglas County, the City of East Wenatchee, and the City of Wenatchee. The current agreement, amended in 2007, states in Article XII ("AMENDMENTS"), "This agreement may be amended, supplemented, or modified at any time by action of the Administrative Board, subject to ratification by a majority of the legislative bodies of all Parties to this Agreement."

During the June 12th, 2024 meeting, the board reconsidered the voting structure and evaluated four options presented by the Executive Director. After deliberation, the board favored Option C with a vote of three to four.

Option C (7-Member, Representing Governing Bodies and Major User Groups):

1. Chelan County Commissioner
2. Douglas County Commissioner
3. City of Wenatchee elected official
4. City of East Wenatchee elected official
5. Law user agencies representative (selected annually)
6. Fire user agencies representative (selected annually)
7. EMS (Chelan-Douglas EMS Council representative)

The attached proposed 2024 RiverCom Amended and Restated ICA now includes the approved Option C, establishing a board consisting of seven voting members and five Ex-

officio members. If a majority of the legislative bodies of all the Parties do not ratify the amendment, then the amendment should not take effect.

IV. FISCAL IMPACT

N/A

VI. REFERENCE(S)

1. RiverCom 2024 Amended and Restated Interlocal Cooperative Agreement
2. 2024 ICA Update Summary

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Edgar Reinfeld, Interim Chief of Police
Brad Posenjak, Finance Director

**2024 AMENDED AND RESTATED
INTERLOCAL COOPERATIVE AGREEMENT
RE: THE CREATION AND ADMINISTRATION OF A MULTI-
JURISDICTIONAL PUBLIC SAFETY ANSWERING POINT**

This Amended and Restated Interlocal Cooperative Agreement (“Agreement”) is made this day by and between Chelan County, Washington; Douglas County, Washington; the City of Wenatchee, Washington and the City of East Wenatchee, Washington;

WHEREAS, Chelan County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 36;

WHEREAS, Douglas County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 36;

WHEREAS, The City of Wenatchee is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 35A;

WHEREAS, the City of East Wenatchee is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 35A;

WHEREAS, the entities named above, hereinafter "Parties" have formed a Multi-Jurisdictional Public Safety Answering Point (PSAP), hereinafter "RiverCom";

WHEREAS, the Parties enter into this Agreement under the authority of RCW Chapter 39.34 in order to provide for the joint and/or cooperative exercise of their powers, privileges and authorities to operate a consolidated 911 emergency dispatch facility and organization;

WHEREAS, the Chelan County Board of County Commissioners authorized the execution of the formation documents for RiverCom at a regular meeting held on October 7th, 2002, and have authorized execution of this Agreement at a regular meeting held on _____, 2024;

WHEREAS, the Douglas County Board of County Commissioners authorized the execution of the formation documents for RiverCom at a regular meeting held on November 18th, 2002, and have authorized execution of this Agreement at a regular meeting held on _____, 2024;

WHEREAS, the City of Wenatchee City Council authorized the execution of the formation documents for RiverCom at a regular meeting held on October 10, 2002, and have authorized execution of this Agreement at a regular meeting held on _____, 2024;

WHEREAS, the City of East Wenatchee City Council authorized the execution of the formation documents for RiverCom at a regular meeting held on October 22, 2002, and have authorized execution of this Agreement at a regular meeting held on _____, 2024; and

WHEREAS, the Parties intend this Agreement to supersede any prior agreements between the Parties addressing Rivercom operations, including but not limited to the 2007 Amended Interlocal Agreement. The Parties do not intend this Agreement to replace any other agreements between the Parties that are not inconsistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

ARTICLE I PURPOSE

1.01 The purpose of this Agreement is to set forth the terms and conditions under, which the Parties will jointly and cooperatively form and administer a regional PSAP that receives calls for emergency assistance from the public, and dispatches, the appropriate public safety responder(s).

ARTICLE II CREATION

2.01 By agreement originally dated in October/November 2004 the Parties created "Rivercom". The Parties each assigned RiverCom the responsibility for public safety communications for the purpose of communication and dispatching for public safety and emergencies in those participating incorporated and unincorporated areas of Central Washington State which are under jurisdiction of any Party to this Agreement, or other agencies, entities or jurisdictions that choose to contract for services with RiverCom (the private or public entities or agencies other than the Parties to this Agreement and for which RiverCom provides emergency call receiving and/or dispatch services are referred to as "Customer Agencies"). RiverCom is a municipal corporation and a separate legal entity as authorized by RCW 39.34.030(3)b.

2.02 The Treasurer of Douglas County has acted and will continue to act as Treasurer of RiverCom. There is a special pooled fund, administered by the Treasurer, which is known as the "RiverCom Fund" into which are deposited all funds received for the account of RiverCom and from which shall be paid all proper claims as allowed by the RiverCom Administrative Board in accordance with the provisions of RCW Chapter 36.22 and any other applicable statutes. RiverCom employees shall be paid on Douglas County's payroll schedule as part of Douglas County's function as Treasurer. RiverCom shall provide to

Douglas County an amount agreeable to RiverCom and Douglas County as compensation for Douglas County's services to RiverCom by Douglas County. RiverCom employees are not employees of Douglas County.

2.03 RiverCom is a separate entity answerable only to the RiverCom Administrative Board. It is separate from any existing emergency response agency for operational control. Any and all operational and/or procedural matters not otherwise delegated to the Executive Director shall be decided by the Administrative Board.

2.04 Each Party is an equal equity partner in RiverCom.

ARTICLE III SERVICES PROVIDED

3.01 RiverCom shall provide emergency answering, monitoring and dispatch services for the Parties, customer law enforcement agencies, fire districts and departments, and public or private ambulance services.

3.02 RiverCom shall provide information from the Washington State Patrol Law Enforcement Data Communications System to participating law enforcement agencies.

3.03 RiverCom shall provide answering, monitoring and dispatch services to assist Customer Agencies in responding to public safety emergencies and other calls for assistance.

ARTICLE IV ADMINISTRATIVE BOARD

4.01 **Administrative Board Established.** There is hereby established an Administrative Board consisting of the following seven (7) voting members:

1. One County Commissioner from Chelan County.
2. One County Commissioner from Douglas County.
3. One elected official to be chosen by the City of Wenatchee.
4. One elected official to be chosen by the City of East Wenatchee.
5. One member representing the law enforcement agencies served by RiverCom;
6. One member representing the fire agencies served by RiverCom;
7. One member representing the emergency medical services providers served by RiverCom.

4.02A Ex-Officio Members. In addition to voting members, the following persons are non-voting ex-officio members of the RiverCom Administrative Board:

1. The Sheriff of Chelan County.
2. The Sheriff of Douglas County.
3. The Police Chief of the City of Wenatchee.
4. The Police Chief of the City of East Wenatchee.
5. A Mayor representing the regional smaller cities.

In the event the Sheriff of Chelan or Douglas County, or the Police Chief of the City of Wenatchee or the City of East Wenatchee, is selected to be a voting member, they will serve as the representative of their agency, and their department will not have a non-voting ex-officio member of the Administrative Board.

4.02.B Selection of Voting Members from Law Enforcement, Fire and EMS. The law enforcement agencies identified in section 4.02(1)-(4) above shall designate the person to be the voting representative of the law enforcement agencies. The Fire Chiefs and Commissioners of the North Central Washington Fire Chiefs and Commissioners Association shall designate the person to be the voting representative the fire services. The Chelan-Douglas EMS Council shall designate the person to be the voting representative the EMS providers.

4.03 Quorum. A quorum for the Administrative Board shall consist of any four (4) voting members. The Chairperson of the Board, or Chairperson pro tem, shall vote on all issues unless abstaining.

4.04 Alternates. Each agency or group represented by a voting Administrative Board member, as provided above, shall designate an alternate for each voting Administrative Board position. Each agency or group represented by an ex-officio Administrative Board member, as provided above, shall designate an alternate for each Administrative Board ex-officio position (the alternate ex-officio member need not be an elected official). The names of all Administrative Board members and alternates shall be sent to RiverCom in writing to be filed, and shall be updated in writing by each board, council, or commission whenever the designees are changed, whose name shall be filed with RiverCom. The alternate Administrative Board member shall attend all of the Administrative Board meetings in lieu of the Administrative Board member for whom such person is to act as an alternate at such times as the duly designated member is not otherwise available to attend the meetings. Alternates for voting Administrative Board members shall have full powers to vote and act as an Administrative Board member at all such meetings that such alternate attends in lieu of the regularly designated voting Administrative Board member.

4.05 Chairperson. The members of the Administrative Board shall elect a chairperson of the Administrative Board to a one-year term who shall preside at all meetings of the Administrative Board. The members of the Administrative Board shall elect a Chairperson Pro Tem for a one-year term who shall preside at meetings of the Administrative Board when the Chairperson is absent. An election shall be held during the last regularly scheduled Administrative Board meeting of each calendar year to elect the Administrative Board's Chairperson and Chairperson Pro Tem for the following calendar year.

4.06 Board Secretary. The Executive Director of RiverCom or their designee shall act as Secretary of the Administrative Board.

4.07 Role and Functions. The Administrative Board shall adopt, and when necessary, amend, the definitional, operational, and procedural parameters and functions of RiverCom. The functions of the Administrative Board shall be as follows:

1. Budget formation, approval and submission to the legislative bodies of the parties to this agreement as well as to Customer Agencies.
2. Development of operational priorities, policies and procedures for systems development, programming, operational and personnel policies, and equipment usage.
3. Review of the administrative policies of RiverCom as needed.
4. Establishment of policies for expenditures of budgeted items for RiverCom.
5. Supervision, negotiation and approval of all labor agreements and amendments to same.
6. Employment, termination and supervision of the Executive Director of RiverCom.
7. Approval of the Executive Director's proposals for new equipment.
8. Approval of payment for all accounts payable.
9. Contract for services such as legal advice, technical consulting, etc.

4.08 Insurance. RiverCom shall obtain and maintain liability insurance and replacement value insurance covering all equipment owned by RiverCom. The

insurance carrier(s), level of coverage, deductible, and other significant coverage issues shall be as agreed to by the Administrative Board. Each Administrative Board member and the Executive Director shall be named as additional insureds on the liability coverage. RiverCom shall additionally obtain and maintain other insurance policies as may be required by applicable law or as necessary as determined by the Administrative Board.

4.09 Contracting for Services. The Administrative Board may contract with nonmember public and private organizations or agencies for emergency communications, alarm systems, and other communication services. Such organizations or agencies shall be charged a standard rate for these services as established annually by the Administrative Board.

4.10 Technical Expertise. RiverCom may provide to the Administrative Board or any Party to this Agreement technical expertise as may be required for proper operations of their systems and for procurement of their communications equipment and otherwise in furtherance of the purposes of RiverCom.

4.11 Board Positions Unpaid. No member of the RiverCom Administrative Board shall be paid for their services thereon.

4.12 Vote Allocation. Each voting member of the Administrative Board shall have an equal vote in Administrative Board decisions. Ex-officio members and the Executive Director of RiverCom will not vote on any matters.

4.13 Additional Vote Requirements. All decisions, actions, resolutions and motions made by the Administrative Board must be made and passed by not less than a majority of the voting members of the Administrative Board.

ARTICLE V RIVERCOM OPERATIONS GROUP ADVISORY COMMITTEE

5.01 Formation. The Rivercom Operations Group (ROG), consisting of representatives from any Customer Agency, shall be the sole technical advisory committee to the Administrative Board and Executive Director. The ROG's mission is to support and advise the Administrative Board and the Executive Director on matters involving 911 call taking and emergency services dispatching operations; radio communications infrastructure development and maintenance; subscriber equipment acquisition, maintenance, and replacement; capital facility planning; Shared Funding distribution; and other matters as deemed appropriate by the Executive Director. The above ROG duties and responsibilities will be overseen and managed by the ROG Chair and the Executive Director, and are advisory in nature and not agency policy setting or controlling.

5.02 RiverCom Operations Group (ROG). The ROG shall be comprised of representatives from the Chelan/Douglas County Regions law enforcement, fire, EMS and emergency management agencies. Each Customer Agency may designate one representative, who is employed by that Customer Agency, to attend regularly scheduled meetings, and participate on ROG Chair approved working groups and/or sub-committees. Only RiverCom Customer Agencies may be members of the ROG.

5.02.A Chairperson of the ROG. The ROG Chairperson shall be elected by the ROG membership and serve a one-year term. The Chairperson's role shall rotate annually between fire service and law enforcement. The Chairperson shall be the official spokesperson of the ROG, and shall preside at all meetings of the ROG. The Chairperson may appoint a designee to act in their place when unavailable to attend ROG meetings. If the ROG membership are unable to select a ROG Chairperson, then the Administrative Board shall select a ROG Chairperson.

5.02.B Secretary to the ROG. The Executive Director, or their designee, shall serve as Secretary to the ROG, and may assign RiverCom staff to support ROG working groups, sub-committees, or other related activities.

5.03 Authority. The ROG, with the Executive Director's approval, shall have the authority to:

1. Recommend operational changes;
2. Provide input on radio communications infrastructure and subscriber equipment implementation, purchases, and maintenance processes;
3. Recommend updates and/or changes to related information technology and geographical information systems;
4. Manage and recommend allocations for Shared Funding requests;
5. Provide input regarding capital facility planning;
6. Facilitate the formation of working groups and sub-committees to accomplish the above tasks; and
7. Conduct other tasks as assigned by the ROG Chair, the Executive Director. and/or the Administrative Board.

5.04 Roles and Responsibilities. The following outlines the ROG's roles and responsibilities for supporting RiverCom's Executive Director, the Administrative Board, and the achievement of the agency's 911 call taking and emergency services dispatching Core Mission.

1. Shall meet at least every other month, or as deemed necessary by the ROG Chairperson or the Executive Director, to perform the tasks outlined in 5.03 above, and receive updates from the Executive Director and RiverCom staff on issues related to 911 call taking and emergency services dispatching operations, including, but not limited to, Radio Communications; Information Technology; Geographical Information

Services; and Administrative Services.

2. Discuss matters, and make recommendations to the Administrative Board related to 911 call taking and emergency services dispatching coordination with the region's First Responder agencies, and their respective emergency response roles and responsibilities.
3. Annually conduct the review and evaluation of Customer Agency Shared Funding applications, and make annual funding recommendations to the Executive Director.
4. Establish working groups and/or sub-committees to facilitate and complete specific tasks as determined by the ROG Chairperson, the Executive Director, and/or the Administrative Board.
5. Participate in and support the Executive Director at regularly scheduled Administrative Board meetings on ROG related matters, initiatives, and funding recommendations.

5.05 Subcommittee Structure. As determined by the ROG Chairperson or the Executive Director, the below listed subcommittees shall convene as necessary for discipline specific discussion, to complete assigned tasks, and provide input and recommendations to the Executive Director. The lead for each subcommittee will be determined by subcommittee members.

1. Law Enforcement Services Subcommittee
2. Fire Protection Services Subcommittee
3. Emergency Medical Services Subcommittee
4. Shared Funding Application Committee
5. Technical Advisory Committee

5.06 ROG Reporting. The ROG Chairperson and the Executive Director, or their designees, shall advise the Administrative Board at its regularly scheduled meetings of recommendations developed by ROG members and/or subcommittees of how RiverCom can best meet the operational needs of the departments they serve.

ARTICLE VI EXECUTIVE DIRECTOR

6.01 **Position Created.** There shall be an Executive Director of RiverCom appointed by the Administrative Board. The Executive Director shall be selected on the basis of administrative and technical competence and experience.

6.02 **Confidential Employee.** The Executive Director will be a confidential employee of RiverCom and will be a part of management's bargaining team during labor negotiations. The Executive Director will also be responsible for administering any existing labor agreements covering RiverCom personnel under their supervision.

6.03 **Responsibilities.** The Executive Director shall be responsible for administration, budget, personnel, dispatching, records, communications, and other Communications Center functions in conformance with the policies of the Administrative Board. These responsibilities include the operation, maintenance and sustainment of the regions Emergency Communications Radio Network.

6.04 **Authority.** The Executive Director shall have authority and responsibility to schedule, hire, train and discipline, up to and including termination, all RiverCom personnel within the documented personnel policy guidelines established by the Administrative Board, and any existing labor agreements.

ARTICLE VII FINANCES

7.01 **Budget.** The Executive Director of RiverCom, with the assistance of the Administrative Board, shall each year prepare a proposed work and project plan and a preliminary Budget of revenue and expenditures for the operation of RiverCom for the next calendar year on or before the date of the first Administrative Board meeting in August. The Administrative Board shall approve the preliminary RiverCom Budget on or before the first Administrative Board meeting in October, and submit said Budget to each jurisdiction served by RiverCom (Parties and Customer Agencies). The Administrative Board shall also submit to such bodies an explanation for the adopted RiverCom Budget. Said budget shall include a provision for a contingency fund with monies set aside as specified by the RiverCom Administrative Board, or there shall be a mechanism for access to a like amount of funding from other recognized sources such as a pre-approved line of credit. Said Budget shall be consistent with the budgeting, accounting, and reporting system (BARS) as detailed by the Office of the Washington State Auditor and Douglas County's budget procedures. Said Budget may be subject to amendment by the Administrative Board as to detail in accordance with RiverCom's and Douglas County's budget procedures and laws.

7.02 **Equipment Replacement and Capital Account.** RiverCom's Budget will include an account entitled "Capital Account". Each year the Administrative

Board will insure said Account has adequate monies to purchase, replace, or improve RiverCom equipment which has failed or becomes unreliable. All interest income which is realized as a result of investing monies in said Account will remain in the Account. The Administrative Board may, by Resolution, expend funds in the Account for capital improvements.

7.03 Enhanced 9-1-1 Equipment Replacement Fund. RiverCom's Budget will include an account entitled "Enhanced 9-1-1 Equipment Replacement". The Administrative Board must place funds into this Fund for the replacement of equipment eligible for Enhanced 9-1-1 grant funds per the applicable Washington Administrative Code (WAC). All interest income which is realized as a result of investing monies in the Fund will remain in the Fund. The Administrative Board may, by Resolution, expend funds in the Fund for equipment replacement of eligible enhanced 911 equipment.

7.04 Cost Distribution. In conjunction with the development of the annual budget, the Administrative Board shall prepare a formula-based methodology that distributes RiverCom's operational costs among all Parties to this Agreement and all of RiverCom's Customer Agencies. Operational costs are salaries and wages, personnel benefits and taxes, utilities, leases, insurance, communications services, professional services, maintenance, supplies, debt service and other non-capital costs expended entirely within one budget year. Said formula shall distribute costs proportionally among the Parties to this Agreement and RiverCom's Customer Agencies based on each entity's actual usage of RiverCom services as evidenced by either the number of radio logs and/or dispatched events, (which will not include traffic stops made by law enforcement officers), generated by each Party or Customer Agency. In July of each year a total count shall be made to determine the number of radio logs and dispatched events each participating agency generated between July 1st of the year previous to the year in which the budget is being formulated and June 30th of the year in which the budget is being formulated.

7.05 Billing and Non-payment. Each Party to this Agreement, and each Customer Agency contracting for RiverCom services, shall be billed by December 15th for the upcoming year. Parties and Customer Agencies may choose to make an annual payment in full by January 10th of the budget year, or twelve equal monthly payments, which shall be due by the 10th of each month. Any Party or Customer Agency falling two (2) months in arrears shall be considered delinquent, and in that event, the Administrative Board shall have authority to terminate all services to such Party or Customer Agency and all participation of such Party to the functions of RiverCom. However, said Party or Customer Agency shall be liable for its contributions to RiverCom's budget through December 31st of the year following the termination of the delinquent Party or Customer Agencies services. The Administrative Board will then redistribute the costs to the remaining Parties and Customer Agencies contracting for RiverCom services.

7.06 Other Funding. RiverCom may accept donations, grants, or loans of money, equipment, or services from any lawful source. RiverCom shall also cooperate in all ways with local, state, and federal government agencies and any private funding sources to maximize the use of grants or donations for equipment and operations.

7.07 Enhanced 911 Grants and Taxes Received by Chelan County. Chelan County agrees to assign and forward all tax and/or grant monies designated by law for the support of enhanced 911 operations collected by Chelan County to RiverCom for administration by the RiverCom Administrative Board.

7.08 Enhanced 911 Grants and Taxes Received by Douglas County. Douglas County agrees to assign and forward all tax and/or grant monies designated by law for the support of enhanced 911 operations collected by Douglas County to RiverCom for administration by the RiverCom Administrative Board.

7.09 Bond Payments. Any bonds issued by the Parties for RiverCom capital projects, maintenance or operations shall be re-paid from the RiverCom operations budget, however, each Party's organization is ultimately responsible to assure its bond payments are made.

7.10 Assets. Assets transferred by any Party to this Agreement to RiverCom shall be appropriately documented by the Party and RiverCom, and shall become RiverCom assets. Assets shall be transferred without compensation to the transferring Party. RiverCom shall be responsible for the operation and maintenance of said asset(s) after they are transferred to RiverCom. The acceptance of a Party's asset(s) by RiverCom shall be at RiverCom Administrative Board's sole discretion.

ARTICLE VIII FACILITIES AND EQUIPMENT

8.01 Primary Public Safety Answering Point (PSAP). RiverCom shall be the primary PSAP for Chelan County and for Douglas County.

8.02 Enhanced 911 Telecommunications Equipment. RiverCom shall own, operate and fund all emergency telecommunications equipment, networks and databases necessary to provide enhanced 911 service. In cooperation with telecommunications service providers, the Administrative Board shall approve the continuing administration of the Enhanced 911 Emergency Telephone System insofar as practical for use within the area served by RiverCom. The Executive Director, under direction of the Administrative Board, shall administer the Enhanced 911 Emergency Telephone System as an operational function of RiverCom in accordance with Referendum 42 regarding 911 Emergency Phone Service Tax Measure (1991). All eligible costs of the operation and administration of the E911 system as defined by the Revised

Code of Washington (RCW) or by the Washington Administrative Code (WAC) shall be paid with dedicated Enhanced 911 (E911) tax revenues or State E911 funds.

8.03 Other Equipment. RiverCom shall own and maintain all equipment procured for purposes of establishing and maintaining operations. This includes all office furniture as well as office, radio, data, telephone equipment, etc. RiverCom shall own all future equipment acquired for expansion of operations including any remote radio equipment deemed necessary.

8.04 Responsibilities of the Parties. The Parties shall be individually responsible for the provision of equipment for communicating with RiverCom or between their personnel. Each Party shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to RiverCom's operations. Interconnecting equipment may or may not be included in RiverCom's budget as the Administrative Board shall determine. Each Party shall be responsible for purchasing, maintaining, and repairing their own base, mobile, and portable communications equipment including pagers and computers, unless otherwise provided by RiverCom as approved by the Administrative Board.

8.05 Radio Frequency Licenses. RiverCom shall be responsible for holding, maintaining and renewing all Federal Communications Commission (FCC) Radio Frequency Licenses necessary for operations on RiverCom's primary dispatch channels. In consideration of having access to RiverCom's radio channels; RiverCom's maintenance of said radio channels and their supporting infrastructure; RiverCom's support of interagency interoperability; RiverCom's improvements to the region's overall radio infrastructure; as well as the assurance that a future terminating Party would not be able to negatively affect the remaining Parties by legally operating on RiverCom's licensed radio channels, each Party to this Agreement has transferred its public safety FCC Radio Frequency Licenses for its primary dispatch channel(s) to RiverCom. RiverCom shall ensure all FCC Radio Frequency Licenses include authorization so each Party can use RiverCom's primary dispatch channels.

ARTICLE IX ADMISSION OF NEW PARTNERS

9.01 Conditions for Admission. Public entities that are not signators to this Agreement may be added as parties to this Agreement upon such terms and conditions as agreed upon by the existing Parties to this Agreement. The admission of additional parties shall be by written addendum to this Agreement after approval by the Administrative Board and the subsequent ratification by a majority of the legislative bodies of all Parties to this Agreement at the time the additional party is to be added.

ARTICLE X WASHINGTON STATE PATROL LAW ENFORCEMENT DATA COMMUNICATIONS SYSTEM

10.01 Provisions for Use. The Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as RiverCom, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Interlocal Agreements concerning responsibility for such communication, therefore, Section 10.02 is specifically agreed.

10.02 Responsibility. RiverCom shall bear full responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) as now exists or may hereafter be amended. RiverCom shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.

ARTICLE XI DURATION AND TERMINATION OF AGREEMENT

11.01 Duration. This Agreement shall continue until the Parties hereto unanimously agree to dissolve RiverCom.

11.02 Withdrawal. Except as otherwise specifically provided herein, the parties to this agreement may not withdraw from RiverCom until after July 1, 2024. Also, prior to July 1, 2024, the parties to this Agreement cannot change their methods of dispatch services; for example, the Parties may not setup

internal dispatching services within their own agency. Thereafter, any Party to this Agreement may withdraw from RiverCom upon at least one (1) year's written notice to the Administrative Board. Said termination notice must be received by December 31st of the year prior to termination to be effective on December 31st of the following year. RiverCom will assist the terminating Party with the acquisition of FCC radio frequency licenses for its dispatch operations, but RiverCom is not required to surrender any of its FCC licenses nor is RiverCom obligated to agree to co-license the terminating Party on any of RiverCom's licensed frequencies.

11.03 Distribution of Assets. All equipment purchased or acquired by RiverCom and used in common for RiverCom purposes shall be retained by RiverCom upon the withdrawal of any Party to this Agreement. Provided, however, if this Agreement is terminated and RiverCom is dissolved, the Administrative Board shall divide the assets of RiverCom according to each Party's equity position. Frequencies held by RiverCom shall be transferred to the Party or Customer Agency that held said frequencies prior to RiverCom's formation.

11.04 RiverCom Obligations at Termination. All legal and financial obligations incurred by RiverCom prior to termination shall remain RiverCom's.

ARTICLE XII AMENDMENTS

12.01 Conditions for Amendments. This Agreement may be amended, supplemented or modified at any time by action of the Administrative Board and ratification by a majority of the legislative bodies of all Parties to this Agreement.

ARTICLE XIII PERFORMANCE OF AGREEMENT

13.01 Compliance with All Laws. RiverCom and each Party to this Agreement shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

13.02 Maintenance and Audit of Records. RiverCom shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by a Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. Each Party shall retain all such books, records, documents

and other materials for five (5) years following the termination of this Agreement, or such longer timeframe as required under the state public document retention schedule.

13.03 Improper Influence. Each Party to this Agreement agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each Party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

13.04 Conflict of Interest. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, in Rivercom or its assets and shall be or become an employee of Rivercom which gives rise to a conflict of interest.

ARTICLE XIV DISPUTES

14.01 Time. Time is of the essence of this Agreement.

14.02 Conflict. In the event of conflict among the terms and conditions of this Agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The specific terms and conditions of any appendix attached hereto; then
4. The terms and conditions of this Agreement.

14.03 Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

14.04 Dispute Resolution. Disputes, other than those which relate to non-payment, shall be arbitrated by the Parties pursuant to the rules of arbitration contained in RCW 7.04A. The arbitrator shall be selected by agreement between the disputing parties. In the event that an arbitrator cannot be agreed

upon, the presiding judge of the Grant County Superior Court shall appoint an arbitrator.

14.05 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Washington.

14.06 Venue. The venue for legal action brought by any Party to this Agreement over the terms and conditions of this Agreement shall be the Superior Court of Grant County, Washington.

ARTICLE VX GENERAL PROVISIONS

15.01 Assignment. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

15.02 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all previous agreements relating to the creation, funding, operation or maintenance of a regional emergency dispatch and communications center. This Agreement does not supersede any other agreements among the Parties relating to Rivercom, unless the other agreements are inconsistent with or contrary to the terms of this Agreement. In that case, this Agreement supersedes any other inconsistent agreement, but only to the extent of the inconsistency. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

15.03 Invalid Provisions. The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

15.04 Counterparts. This Agreement may be executed by the Parties using duplicate counterparts.

15.05 Filing. Pursuant to RCW 39.34.040, this Agreement shall be filed with the Auditor of each County and the City Clerk of each City prior to its entry into force or, alternatively, listed by subject on a Party's website or other electronically retrievable public source.

15.06 Legal Assistance. This Agreement has been amended and restated with the assistance of RiverCom's legal counsel, Robert R. Siderius of the law firm of Jeffers, Danielson, Sonn & Aylward, PS. The modifications have been made to

reflect the operations of RiverCom as they have developed since execution of the original interlocal Agreement. Robert Siderius also provides legal representation to the City of East Wenatchee and to Chelan County. Robert Siderius is not representing either the City of East Wenatchee or Chelan County for purposes of drafting the modifications contained in this Agreement. The City of East Wenatchee and Chelan County acknowledge that Robert Siderius is providing drafting this Agreement to reflect the intent of all parties, and not representing either individually. All Parties are encouraged to have this Agreement reviewed by their own counsel.

ARTICLE XVI INDEMNIFICATION

16.01 Indemnification Clause. Each Party agrees to defend, indemnify and to hold harmless RiverCom and the other Parties to this Agreement from all claims, loss or damage, including costs and reasonable attorney fees, resulting from any Party's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of any Party, including but not limited to the loss or damage of any nature arising from provision of law enforcement, fire, or emergency medical services. In addition to and notwithstanding the foregoing, RiverCom is solely responsible for any liability or claim of liability which arises out of the exercise or alleged exercise of authority by any employee of RiverCom, and shall defend, indemnify and hold harmless the Parties from all claims, loss or damage, including costs and reasonable attorney fees, sustained by any person or property resulting from the acts or omissions of RiverCom, its employees, officers, agents, or volunteers, in connection with the performance of this Agreement.

ARTICLE XVII EXECUTION OF AGREEMENT

17.01 Process for Execution of Agreement. Each Party to this Agreement may bind itself with all other Parties to this Agreement to form RiverCom by signing a duplicate original of this Agreement and submitting such signed duplicate original to RiverCom. It is understood that such execution shall not require that one original Agreement be signed by all Parties to this Agreement, but that there will be several duplicate originals signed by each Party to this Agreement. The purpose of this provision is to facilitate the signing of the Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each Party by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or other entity as the case may be. Each Party to this Agreement shall be bound to it as of the date it is signed by that Party.

[Signatures begin on the next page.]

Adopted _____

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

CHAIR

VICE CHAIR

COMMISSIONER

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Adopted _____

CHELAN COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

CHAIR

COMMISSIONER

COMMISSIONER

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Adopted _____

CITY OF WENATCHEE, WASHINGTON
CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Adopted _____

CITY OF EAST WENATCHEE,
WASHINGTON CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Proposed RiverCom 2024 Amended and Restated Interlocal Cooperative Agreement (ICA)

Summary of substantive changes approved by the RiverCom Administrative Board

Background: RiverCom is a municipal corporation, organized as a separate legal entity under RCW 39.34.030 (3)b. It operates according to an Interlocal Cooperative Agreement drafted, ratified, and executed among Chelan County, Douglas County, the City of East Wenatchee, and the City of Wenatchee. The current agreement, amended in 2007, states in Article XII (“AMENDMENTS”), “This agreement may be amended, supplemented, or modified at any time by action of the Administrative Board, subject to ratification by a majority of the legislative bodies of all Parties to this Agreement.”

RiverCom ICA Update Process: The ICA update process commenced in 2023 with an Administrative Board workshop to discuss changes and draft an updated Amended and Restated ICA. While many non-substantive changes were made, two main substantive issues were addressed and are reflected in the attached proposed 2024 ICA update:

Article V – Technical Advisory Committees: The 2007 Amended Agreement established three Technical Advisory Committees (TACs) for Police Services, Fire Services, and Emergency Medical Services. These committees eventually disbanded, and user agencies began meeting regularly during the RiverCom Operations Group (ROG) meetings, which include representatives from police, fire, and EMS. The ROG has effectively taken over the functions of the original TACs, fostering collaboration and information sharing among the three emergency service entities. The attached proposed 2024 RiverCom Amended and Restated ICA reflects the replacement of the TACs with the ROG, aligning with current operations and preferred by user groups. The RiverCom Administrative Board unanimously endorses this change.

Article IV – Administrative Board: The 2007 Amended ICA delineated the Administrative Board composition as five voting members and eight ex-officio members:

Voting Members:

1. A County Commissioner from Chelan County.
2. A County Commissioner from Douglas County.
3. An elected official chosen by the City of Wenatchee.
4. An elected official chosen by the City of East Wenatchee.
5. A member selected from the ex-officio group.

Ex-Officio Members:

1. The Sheriff of Chelan County.
2. The Sheriff of Douglas County.
3. The Police Chief of the City of Wenatchee.
4. The Police Chief of the City of East Wenatchee.
5. A Mayor representing the regional smaller cities.

6. A representative from the North Central Washington Fire Chiefs and Commissioners Association.
7. A representative from the Chelan-Douglas EMD Council.
8. A representative from the EMS User Transport Agencies.

In the October 9th, 2022, RiverCom Board meeting, the board unanimously voted to expand the voting members to seven, adding permanent positions for each elected Sheriff and a rotating Fire and EMS representative board member. However, this expansion was not ratified by the four governing bodies. Subsequently, in the December 20th, 2023, board meeting, the board unanimously voted to rescind the previous expansion in favor of maintaining the five-member voting structure.

In February 2024, the proposed Amended Restated ICA was sent to the four legislative bodies for legal review and board/council approval.

In April 2024, Chelan County Board Commissioner and RiverCom Administrative Board member Tiffany Gering informed the RiverCom Executive Director that her board had concerns regarding the five-member voting structure and requested a review at the next board meeting.

During the June 12th, 2024, meeting, the board reconsidered the voting structure and evaluated four options presented by the Executive Director:

Option A (Current Structure):

1. Chelan County Commissioner
2. Douglas County Commissioner
3. City of Wenatchee elected official
4. City of East Wenatchee elected official
5. Ex-officio member (rotating annually from fire, police, and EMS)

Option B (5-Member, No Law Enforcement Rotation as Ex-Officio):

1. Chelan County Commissioner
2. Douglas County Commissioner
3. City of Wenatchee elected official
4. City of East Wenatchee elected official
5. Ex-officio member (rotating annually from fire and EMS)

Option C (7-Member, Representing Governing Bodies and Major User Groups):

1. Chelan County Commissioner
2. Douglas County Commissioner
3. City of Wenatchee elected official
4. City of East Wenatchee elected official
5. Law user agencies representative (selected annually)
6. Fire user agencies representative (selected annually)
7. EMS (Chelan-Douglas EMS Council representative)

Option D (7-Member, Adding Sheriff Voting Members and Fire/EMS Representative):

1. Chelan County Commissioner
2. Douglas County Commissioner
3. City of Wenatchee elected official
4. City of East Wenatchee elected official
5. The Sheriff of Chelan County
6. The Sheriff of Douglas County
7. Fire/EMS representative (rotating between Fire and EMS)

After deliberation, the board favored Option C with a vote of three to four:

In Favor:

- Chelan County Commissioner Tiffany Gering
- Douglas County Commissioner Dan Sutton
- Wenatchee Police Chief Steve Crown (ex-officio voting member)

Opposed:

- Wenatchee Mayor Mike Poirier
- East Wenatchee Mayor Jerrilea Crawford

The attached proposed 2024 RiverCom Amended and Restated ICA now includes the approved Option C, establishing a board consisting of seven voting members and five Ex-officio members as listed below.

**ARTICLE IV
ADMINISTRATIVE BOARD**

4.01 Administrative Board Established. There is hereby established an Administrative Board consisting of the following seven (7) voting members:

1. One County Commissioner from Chelan County.
2. One County Commissioner from Douglas County.
3. One elected official to be chosen by the City of Wenatchee.
4. One elected official to be chosen by the City of East Wenatchee.
5. One member representing the law enforcement agencies served by RiverCom;
6. One member representing the fire agencies served by RiverCom;
7. One member representing the emergency medical services providers served by RiverCom.

4.02A Ex-Officio Members. In addition to voting members, the following persons are non-voting ex-officio members of the RiverCom Administrative Board:

1. The Sheriff of Chelan County.
2. The Sheriff of Douglas County.
3. The Police Chief of the City of Wenatchee.
4. The Police Chief of the City of East Wenatchee.
5. A Mayor representing the regional smaller cities.

In the event the Sheriff of Chelan or Douglas County, or the Police Chief of the City of Wenatchee or the City of East Wenatchee, is selected to be a voting member, they will serve as the representative of their agency, and their department will not have a non-voting ex-officio member of the Administrative Board.

Please contact RiverCom Executive Director Doug Jones if you have any questions regarding this document or the attached proposed 2024 RiverCom Amended and Restated ICA at doug.jones@rivercom911.or or (509)668-3125.