

**Business of the City Council
 City of Ruston, WA**

Subject: Resolution #801 - Authorizing Adoption of the Updated Rainier Communications Commission Interlocal Agreement

Dept. Origin: Mayor's Office

**Prepared by: Jennifer Robertson
 City Attorney's Office**

For Agenda of: October 15, 2024

Exhibits: Resolution #801

**Proposed Council Action:
 Adopt or Reject Resolution #801**

	Initial & Date
Concurred by Mayor:	_____
Approved/form by City Atty:	<u>JSR/10-3-24</u>
Approved by Planning Director:	_____
Approved by City Bldg Official:	_____

INFORMATION / BACKGROUND

In 1992, the City of Ruston, joined Pierce County and the Cities of DuPont, Fife, Orting, Puyallup, Sumner, and University Place, in establishing an interlocal agreement for cable television and communication services known as the Rainier Cable Commission – now known as the Rainier Communications Commission (RCC). The stated purpose of the ILA was to provide superior cable television services, lower rates to users, foster competition in the cable industry, and make available better and more diverse services to users. The RCC has, since its inception, provided franchising advice to member governments and initially provided broadcasting advice, later adding broadcasting services as well as education and government broadcasting content and media production services. The RCC now also manages Pierce County Television (PCTV), acts as the Government Access television producer for the members of the ILA, serves as the direct point of contact for all cable customer complaints and as a liaison for those complaints with the cable companies, and engages in cooperative negotiation of cable franchising on behalf of the ILA members.

The last update to the ILA occurred in 2003, which Ruston approved.¹ Due to expanding services, new functions, and changes in the law, representatives of the RCC determined that another update was necessary in 2021 and negotiated the current ILA over a two-year period. Changes were incorporated into the proposed ILA which will continue to provide historic services to members and will permit services to non-members under limited circumstances. The County and all other member-cities have adopted the changes to the ILA as of the date of this Resolution.

Ruston has a separate, non-exclusive franchise agreement with Comcast to provide a cable communications system throughout the city. The City initially granted a five-year cable television

¹ Town of Ruston Resolution #356, December 1, 2003.

franchise to Comcast on April 19, 2010² and extended the agreement for an additional five years on December 15, 2015.³ In 2021, the City and Comcast agreed to a ten-year, non-exclusive Franchise Agreement to construct, install, maintain, extend and operate a cable communications system.⁴ This Franchise Agreement was based in large part on the Franchise Model developed by the RCC and a committee of local elected leaders. The initial term of the current Agreement expires in 2026 with an option for renewal for an additional five-year term expiring in 2031.

The current Franchise Agreement with Comcast provides many of the same benefits that would be received if Ruston approves and adopts the ILA and remains a member of RCC. Comcast is currently required to air PCTV and the City of Tacoma's local channels. Ruston does not collect PEG fees to cover video production or engage in government access programming as part of its membership with the RCC.

Declining to approve the ILA will end the City's RCC membership as of January 1, 2025.

Former Councilmember Deb Kristovich was the City's representative on RCC. If the Council approves the ILA, then it is recommended that a council member be chosen to participate.

FISCAL CONSIDERATION

Fiscal Impact of Approval:

In 2024, Ruston will pay \$2,280.20 in RCC Membership Dues. Dues are calculated based on the gross revenue that Comcast collects in Ruston, and are estimated to remain at \$2,280.20 for FY 2025. Under the current Franchise Agreement, Ruston will continue to collect 5% of Comcast's gross revenues for services in Ruston. This is unaffected by the RCC ILA.

Fiscal Impact of Rejection:

Under the current Franchise Agreement, Ruston collects 5% from Comcast's gross revenues. No membership dues will be owed to RCC for FY 2025 but Ruston will continue to collect 5% from Comcast's gross revenues.

RECOMMENDATION

There is no recommendation on this Resolution. The Council may adopt Resolution #801 or not adopt Resolution #801. If Council does not deem this a good value or worthwhile endeavor, it simply need not pass the resolution, however, direction to staff would be appreciated. Motions for both adoption and not adopting are below.

If Approving:

MOTION: I move approval of Resolution No. 801 authorizing the Mayor to execute the updated Rainier Communications Commission Interlocal Agreement.

If rejecting:

MOTION: I move to direct staff to stop work under the Rainier Communications Commission Interlocal Agreement and to inform RCC that the City will allow the former Interlocal Agreement to expire at the end of 2024.

² Resolution No. 469, Passed April 19, 2010.

³ Ordinance No. 1480, Adopted December 15, 2015.

⁴ Ordinance No. 1545, Adopted December 21, 2021.

RESOLUTION NO. 801

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE UPDATED RAINIER COMMUNICATIONS COMMISSION INTERLOCAL AGREEMENT.

WHEREAS, Chapter 39.34 RCW allows municipalities to enter into interlocal agreements with other local governments to carry out their responsibilities; and

WHEREAS, in 1992, local Pierce County municipalities, including the City of Ruston, established an interlocal agreement (ILA) for cable television and communication services known as the Rainier Cable Commission and now known as Rainier Communications Commission (RCC); and

WHEREAS, the stated purpose of the ILA was to provide superior cable television services, lower rates to users, foster competition within the cable industry for the purpose of network expansion and channel capacity, and make available better and more diverse services to users; and

WHEREAS, the ILA was most recently amended in 2003; and

WHEREAS, in the intervening years, there have been changes made in the law, both via the Revised Code of Washington (RCW) and through case law; and

WHEREAS, the members of the ILA determined it was time to update the Agreement to reflect current law, practices, procedures, and functions; and

WHEREAS, the representatives for the members of the RCC have spent two (2) years negotiating and drafting an updated version of the ILA, and that updated version has been recommended for approval by its membership; and

WHEREAS, the City Council deems it in the public interest to enter into a new ILA to continue its participation in the RCC; **NOW, THEREFORE**,

THE CITY COUNCIL OF THE CITY OF RUSTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of form of Interlocal Agreement. The Ruston City Council hereby approves the updated Rainier Communications Commission (RCC) Interlocal Agreement (ILA), and authorizes the Mayor to execute the ILA in substantially the form attached hereto.

PASSED by the City Council of the City of Ruston, signed by the Mayor and attested by the City Clerk in authentication of such passage on this 15th day of October, 2024.

Bruce Hopkins, Mayor

ATTEST:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
RESOLUTION NO: 801

Exhibit “A” to Resolution #801
Interlocal Agreement for
Rainier Communications Commission

INTERLOCAL AGREEMENT
For
Rainier Communications Commission

This Interlocal Agreement (Agreement) is entered into on the date signed by the last Member (the “Effective Date”), by and between Pierce County, a municipal corporation organized under Title 36 RCW (the “County”) and the Cities of DuPont, Fife, Orting, Puyallup, Ruston, Sumner, and University Place, each a municipal corporation organized under Titles 35 and 35A RCW, and any municipal corporation organized under Title 35 or 35A RCW to join this Agreement hereafter (together, the Members).

WHEREAS, the Members first entered into an interlocal agreement for cable television and communication services in 1992, establishing the Rainier Cable Commission; and

WHEREAS, the stated purpose of the Rainier Cable Commission was to provide superior cable television services, lower rates to users, foster competition within the cable industry for the purpose of network expansion and channel capacity and make available better and more diverse services to users; and

WHEREAS, since its establishment in 1992, the functions of the Rainier Cable Commission, also known as the Rainier Communications Commission, have expanded to include additional functions such as the management of Pierce County Television (PCTV), formerly known as Regional Media Center, the Government Access television producer for the Members, and cooperative negotiation of cable franchising; and

WHEREAS, since 1997, the Rainier Communications Commission has had a partnership with two-year colleges in Pierce County, providing oversight of the College Vision channel for two-year college educational programming; and

WHEREAS, the Members are authorized by RCW 36.55.010, 35.99.020 and 35A.21.245 to execute franchise agreements with cable service providers for use of rights-of-way; and

WHEREAS, the Members are authorized by 47 USC § 531 to establish requirements in a franchise for the designation or use of channel capacity for public, educational, or government use only; and

WHEREAS, the historical cooperation of the Members through the Rainier Communications Commission has demonstrated that franchise negotiation and government access television programming can be accomplished more efficiently and effectively through joint operation; and

WHEREAS, since its establishment in 1992, the functions of the Rainier Communications Commission have changed to adapt to modern developments in the cable, broadband and telecommunications industries; and

WHEREAS, the Members believe that updating the Interlocal Agreement between them to accurately reflect the purposes and functions of the Rainier Communications Commission will

clarify the powers and duties of the Rainier Communications Commission and improve service delivery and efficiency; and

WHEREAS, the Members are authorized by Chapter 39.34 RCW to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, in consideration of their mutual promises set out in this Agreement, the Members agree as follows:

1. Purpose and Scope:

- 1.1. The above recitals are hereby incorporated into and made a part of this Agreement.
- 1.2. This agreement repeals and replaces all prior Agreements with respect to the Rainier Cable Commission, also known as the Rainier Communications Commission.
- 1.3. The purpose of this Agreement is to create and operate a joint undertaking, known as the Rainier Communications Commission (RCC), for: (A) the provision of public, education and government (PEG) broadcasting over cable systems; (B) the development and sharing of expertise and information related to telecommunications, broadband, cable television, and policy changes at the federal, state and local levels; (C) upon request of a Member, to negotiate and obtain franchise and other agreements with cable television and broadband companies; (D) the production of video and shared-use communication systems between participants to this agreement; (E) and to advise participants to this Agreement regarding public, education and government communication services, including video, voice, over the top, small cell wireless, and data services on the cable systems serving the participants to this Agreement.
- 1.4. The Members agree to create a joint and cooperative undertaking, the RCC, responsible for administering the activities described herein.
- 1.5. The Members and the RCC shall be governed by this Agreement.

2. Definitions:

The terms used in this Agreement are defined as follows:

- 2.1. Administering Member: The Administering Member shall be the entity providing the largest amount in RCC funding. The Administering Member shall be responsible for fulfilling the obligations and duties set forth in Section 5 of this Agreement.
- 2.2. RCC: The RCC is the joint board described in this Agreement and shall provide policy advice and recommendations to the parties to this Agreement pursuant to RCW 39.34.030(4). The joint board shall have the duties and authorities as further stated herein.
- 2.3. RCC Staff: RCC Staff shall be employees of the Administering Member. Supervision of RCC Staff shall be solely the responsibility of the Administering Member. RCC Staff's intended role is to assist the Commission to fulfill the purpose and scope of this interlocal agreement.
- 2.4. Member: A signatory to this Agreement that has full rights, privileges, and responsibilities as outlined in this Agreement. Only public agencies, as defined by RCW 39.34.020, may join as members.
- 2.5. Non-Voting Member: An additional entity that may sit on the RCC as a non-voting member. Non-Voting Members shall have no rights, privileges, or responsibilities under this Agreement.

2.6. Service Agreement: An agreement between the RCC and an individual Member, when that Member wants additional services.

3. **Structure of RCC:**

- 3.1. Commission Members: This Agreement shall establish a joint board (hereinafter “RCC” or “Commission”), pursuant to RCW 39.34.030(4) consisting of:
- A. Two persons appointed by the Administering Member.
 - B. One person appointed by each Member, regardless of size.
 - C. Additional entities may sit on the RCC as non-voting members if approved by a simple majority of the Commission. Such non-voting members have no rights or privileges under this ILA.
- 3.2. Alternates: Members shall designate alternate representatives to serve in the place of the Member’s regular representative during an absence from any meeting. Notice of the designation of an alternate representative shall be provided to the RCC Chair and RCC staff in writing, which allows the alternate representative to vote. It is not intended that alternates will serve on the Commission on an ongoing capacity.
- 3.3. Term: The term of a representative shall be effective upon appointment by the Member. Representatives shall serve on the Commission for a term of one year and may be reappointed at the discretion of the appointing Member.
- 3.4. Meetings: The Commission shall establish a regular time and place of public meeting. The Commission shall meet at minimum twice annually. RCC staff shall serve as clerk of the Commission including, but not limited to, preparing agendas, meeting notices, meeting minutes, and staff presentations. Meetings of the Commission shall be conducted in compliance with the Washington Open Public Meetings Act (Chapter 42.30 RCW).
- 3.5. By-Laws: The Commission shall adopt by-laws that determine the frequency of meeting, leadership positions, and rules of procedure.

4. **Functions & Duties of RCC:**

- 4.1. Policy Research & Recommendations: The RCC shall meet as often as necessary to fulfill the duties and exercise the authority delegated under this agreement and provide policy, research, and recommendations to the Members related to cable service, programming, and access, including, but not limited to:
- A. Recommendations for the development and distribution of state-of-the-art cable, broadband, and wireless services at the lowest price to Member jurisdictions;
 - B. Providing a forum of communication and consultation between the Members which may facilitate joint operations, such as expenses, data, expertise, experiences, and plans for cable television and broadband matters; and
 - C. Providing information and recommendations to the Members with regard to the obligation of cable operators under federal, state, and local laws.
- 4.2. Production and Programming: The RCC shall provide for the Members the production of video programming for educational and governmental purposes through the operation of Pierce County Television (PCTV) as provided in the budget.
- A. The RCC is also authorized to provide additional services to individual Members at current rates and costs.
- 4.3. Franchise Agreements: The RCC shall provide a model cable television franchise agreement on a schedule determined by the Commission and provide a forum for

cooperation on cable franchising. The Commission may request contracts for special legal counsel only for the purpose of drafting model cable television franchise agreements.

- 4.4. Fiscal: The RCC shall develop a proposed RCC budget and recommend approval of the budget by the legislative authority of the Administering Member. The RCC is authorized to approve expenditures within the budget, approve changes to the capital asset plan and service pricing.
- 4.5. RCC Staffing: The RCC budget shall provide funding for RCC staff, which shall be employed by the Administering Member. The Commission shall consult with and provide direction to the Administering Member with respect to the services to be performed by RCC staff. Notwithstanding any other provision in this Agreement, it is intended that RCC staff will, at a minimum, perform the services and functions that are funded in the adopted RCC budget.
- 4.6. Services to Nonmembers: The Administering Member shall execute agreements on behalf of the RCC to provide RCC services to external nonmembers and non-voting members (Contracting Parties). The RCC will set the rate for services to nonmembers at a minimum percent above Member costs, as set annually by RCC. Capacity to provide production services to Contracting Parties shall be made at the discretion of the Administering Member, with the understanding that services to Members take priority. Notwithstanding the foregoing, the Commission shall have the authority to make the initial decision to provide production services to nonmembers. RCC services may only be provided to the following Contracting Parties:
 - A. Public agencies, as defined by RCW 39.34.020, located entirely or partially within Pierce County; and
 - B. Other organizations, as approved by the Commission.
- 4.7. If the Administering Member determines that expenditures, requests for services, or other decisions made by the Commission are not legally, financially, or logistically feasible, or are otherwise not in the best interest of either the RCC or Administering Member, the Administering Member shall bring those concerns to the Commission for reconsideration. The Administering Member shall not be obligated to perform any services or execute any contracts that it finds unacceptable.

5. Functions & Duties of the Administering Member:

- 5.1. Administering Member: The Administering Member shall be the entity providing the largest amount in RCC funding, as described in Section 2.1. In the event the current Administering Member withdraws, the Commission shall, by resolution, designate another Member to this Agreement as the party responsible for acting as the Administering Member, upon approval of the legislative body of the proposed new Administering Member.
- 5.2. The Administering Member shall operate Pierce County Television (PCTV) to produce video programming for educational and governmental purposes for Members or Contracting Parties consistent with the budget and the terms of any individual Service Agreements. The Administering Member shall:
 - A. Engage in the creation of Education and Government (EG) access programming.
 - B. Exercise control of all cable channels, video transmission lines, facilities, and equipment made available and necessary for video operations, as described in the Administering Member's cable franchise agreement. This includes PCTV, a city channel (UPTV/TV Tacoma), and College Vision for 2-year colleges.

- C. Enter into Service Agreements as necessary with any Member electing to utilize PCTV services over and above their share as represented in the budget. The Administering Member in consultation with the Commission shall provide a menu of service and costs at least biennially.
 - D. Enter into service agreements, on behalf of RCC, with external Contracting Parties as described in Section 4.6.
- 5.3. The Administering Member shall contract for additional services, as needed, on behalf of the RCC, including use of outside consultants. Contracts executed by the Administering Member on behalf of the RCC must comply with the Administering Member's normal procurement procedures and requirements.
 - 5.4. The Administering Member shall maintain appropriate records supporting the costs incurred by the Administering Member which are to be reimbursed pursuant to Section 8.4(D) of this Agreement.
 - 5.5. The RCC budget cycle shall match that of the Administering Member. The Commission shall approve a preliminary budget which will then be forwarded to the Administering Member for inclusion in the Administering Member's budget. The Commission shall be notified, during the budget process, if items recommended for approval are denied and the Commission shall be given an opportunity to reconsider and adopt replacement budget items.
 - 5.6. The Administering Member shall maintain a record of capital assets and establish a capital asset plan and a replacement schedule.
 - 5.7. The Administering Member in consultation with the Commission shall be responsible for development and administration of the RCC budget, and maintaining RCC accounting and other finances. Changes to the budget, capital asset plan and service pricing shall be approved by the Commission. Dues shall be set by the Commission.
 - 5.8. The Administering Member employs the RCC staff and is responsible for all HR processes including hiring, firing, and disciplinary actions, of which the RCC Chair shall be notified and consulted. RCC Staff shall be regular employees of the Administering Member, with compensation and benefits set by the Administering Member. The RCC Manager shall be confirmed by the Commission prior to final appointment.
 - 5.9. The Administering Member shall provide access to a broadband head end, office space, studio space, equipment storage, and production vehicle parking. The Administering Member shall provide other services as allowed in the RCC budget and as requested by the Commission.
 - 5.10. The Administering Member shall receive and process cable complaints for Members, as allowed in the Cable Act and prescribed in the Members' franchises. The Administering Member shall also work with Cable Providers to resolve customer complaints on behalf of the RCC. Cable customers must live within the boundary of an RCC jurisdiction.

6. Termination & Withdrawal:

- 6.1. Termination: This Agreement shall continue until terminated by unanimous consent of the Members by December 31 of a given calendar year.
- 6.2. Property Distribution: Upon termination of this Agreement, any money or asset derived from the payment of dues or fees under this Agreement, including operations and capital fund balances, and held by the Administering Member shall, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, be returned

to all contributing Members in proportion to their assessment determined at the time of termination.

- A. RCC Fund Property: All items of RCC property which are purchased by the Administrative Member or other Member, the cost of which is reimbursed or paid with monies from the RCC Fund, shall, if not consumed in the proper and ordinary course of carrying out the activities and services authorized by this Agreement, be joint property of the Members to be disposed of upon termination of this Agreement.
 - B. Creative Property: Members maintain ownership of all their creative property (for example raw video, finished videos, meetings on the RCC server and online archive), and that creative property will be returned to the Member(s) upon Withdrawal or Termination.
- 6.3. Withdrawal: Any Member shall have the right to withdraw from this Agreement by giving written notice to the RCC Chair and RCC Staff no later than June 1st of the year in which withdrawal will occur and such withdrawal will be effective as of December 31st of that year. Regularly scheduled dues and fees will be collected until December 31. Upon withdrawal, a Member shall return any RCC Property within a reasonable time.

7. Dues and Fees:

- 7.1. Members shall annually pay membership dues in the amount of one-half of one percent (0.5%) of any cable franchisee fee collected by the Member. This is for operational costs.
- A. The annual period for which membership dues are payable shall be January 1 to December 31 of each year. Membership dues shall be billed and paid quarterly.
 - B. For the initial year in which any party subsequently joins this Agreement, the quarterly membership dues shall begin with the current quarterly billing cycle.
- 7.2. Each Member shall make capital contributions (Capital PEG) in the amount as provided in the cable franchise agreement, collected from cable franchisee's gross cable revenues, which are collected by that Member, paid quarterly.
- 7.3. Each Member shall pay a matching operations fee (Operations PEG) in the amount of the Capital PEG contribution collected from cable franchisee's gross cable revenues, which are collected by that Member, paid quarterly.
- 7.4. An RCC Member joining only for legislative and policy services, not video services, may do so by paying quarterly membership dues. PEG fees will not apply.
- 7.5. RCC receives some funding from additional cable franchises, including but not limited to Rainier Connect, formerly Click, and YCOM, as described in those franchises.
- 7.6. The Administering Member is responsible for calculating the annual dues owed by each Member and providing to each Member supporting documentation. In the event of a dispute as to the correct amount of the annual dues payable by a Member to this Agreement, unless objected to in writing by the legislative body of such Member, the Commission shall sit as a board of arbitration to render a decision as to the annual dues payable by such Member with the decision rendered to be final and binding.

8. RCC Accounting:

- 8.1. Rainier Communications Commission (RCC) Fund: A special fund, identified as the Rainier Communications Commission Fund (RCC Fund) shall be created by the Administering Member, into which (A) all annual dues and operations fees, (B) interest and income from investment of Fund deposits, (C) gifts and donations to the RCC Fund, (D) and monies received pursuant to a Service Agreement shall be deposited. RCC Fund

shall be a special fund, kept separate from the Administering Member's general fund. Expenditures, including accounts payable and receivable, from the RCC Fund shall be used exclusively for the purposes specified in this Agreement, any Service Agreement, and as authorized and set forth in the approved budget.

- 8.2. Restricted Capital Fund. The Administering Member shall maintain a separate restricted Capital Fund into which shall be deposited the capital PEG contributions of each Member as provided as Section 7.2 of this Agreement. Expenditures from the Member Capital Fund shall be used for equipment and other capital needs authorized by this Agreement.
- 8.3. Surplus Funds: Any unspent and unencumbered funds at the end of the fiscal period will become part of the RCC fund balances. There shall be separate fund balances for the RCC Fund and the Restricted Capital Fund.
- 8.4. Budgets: Operating (RCC Fund) and Capital (Restricted Capital Fund) budgets shall be authorized on a biennial basis unless and until the Administering Member changes the frequency. The Administering Member shall develop an operating budget of proposed programs and services to be funded from the monies in the RCC Fund. The Administering Member shall develop a capital budget of proposed capital expenditures to be funded from monies in the Restricted Capital Fund. The RCC Fund and the Restricted Capital Fund budgets shall be included in the Administering Member's budget.
 - A. The Administering Member shall allocate to each Member video programming and production services in proportion to their share of the total budget allocated to said purposes.
 - B. The proposed budgets shall be considered by the Commission and recommended to the legislative body of the Administering Member for appropriation. The RCC Board shall be notified during the Administering Member's budget process if any items recommended for approval are denied or modified, giving Members an opportunity to discuss or recommend further changes.
 - C. Budget amendments shall be proposed by the Administering Member, considered by the Commission, and recommended for appropriation in the same manner as that described in Section 5.7.
 - D. The Administering Member shall be entitled to reimbursement of its actual and reasonable operational costs incurred in the administration of the RCC Fund, and the collection of annual dues from Members, which shall be reimbursed monthly from the RCC Fund and included in the budget.
 - E. If the legislative body of the Administering Member fails to approve the proposed RCC budget, and fails to resolve the issue to the satisfaction of the Commission, that would be considered a material breach of this Agreement which may be remedied by withdrawal of the Administering Member.

9. Public Records:

- 9.1. Members shall be responsible for retaining the records they create, own, or use, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section is intended to require a Member to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW), other than as provided for herein. Parties shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records in connection with this Agreement. Nothing in this Section is intended to require a Member to collect or produce records it does not have.

- 9.2. Upon receipt of a request for records pertaining to the RCC, a Member shall timely respond and produce any responsive documents it prepared, owned, used, or retained, consistent with the Public Records Act. If the request asks for records not in the possession of that Member, but likely in the possession of another Member, the Member that received the request shall inform the requestor it does not have the records and inform the requestor which Member likely does have the records.
- 9.3. The Administering Member shall be responsible for retaining and producing records in its possession that relate to RCC activities (RCC Records). RCC records may include, but are not limited to, Commission agendas, meeting summaries, reports, plans, proposed budgets, and other related documents.
- 9.4. Each Member shall indemnify and hold the other Members to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, and expenses, including reasonable attorney's fees and costs, arising from a public records request (collectively "Claims"), to the extent attributed to the indemnitor party's acts. This obligation to indemnify and hold the other Members harmless shall survive termination of this Agreement.

10. Additional Parties:

- 10.1. Additional public agencies, as defined by RCW 39.34.020, may join this Agreement as Members or Non-Voting Members, at any time upon proper adoption consistent with RCW 39.34.030.
- 10.2. Upon approval by the Commission, new Members shall be assessed the quarterly membership dues and PEG fees, as described above. Upon payment, the Commission shall add the new Member pursuant to Section 3.1 of this Agreement.

11. General Terms & Conditions:

- 11.1. Release of liability: It is acknowledged and agreed that the Members in this Agreement are undertaking a joint and cooperative effort to accomplish a common goal, and that no Member shall be liable to any other Member for the negligent act or omissions of any such Member or its respective officers, employees, or volunteers by reason of activities undertaken pursuant to this Agreement, and, accordingly, each Member releases and holds harmless any other Member and such Member's officers, employees, volunteers, agents, or contractors from any liability in the carrying out of any activity in connection with or arising out of this Agreement except to the extent of any gross negligence or intentional misconduct.
- 11.2. Ethics in public service: Each party to this Agreement, and each representative appointed to the Commission, shall comply with the Ethics in Public Service Act, RCW chapter 42.52, including but not limited to, the prohibition on receipt of prohibited gifts or payments and conflicts of interest.
- 11.3. Amendments: No amendment or modification of this Agreement shall be of any force or effect absent appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of all the participating Members as provided in Chapter 39.34 RCW.
- 11.4. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as

to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any party shall have the right to terminate the Agreement.

- 11.5. Interpretation: The terms and provisions of this Agreement shall be liberally construed to accomplish the purposes intended.
- A. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute part of this Agreement or act as a limitation on the scope of the particular paragraph or sections to which they apply.
 - B. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine, and neuter expressions are interchangeable.
 - C. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Members.
- 11.6. Applicable Law and Venue: This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of Washington State. The Parties agree that the venue for any legal action under this Agreement is Pierce County.
- 11.7. Attorneys' Fees: In any suit or action instituted to enforce any right granted in this Agreement, each party shall bear its own costs and attorneys' fees.
- 11.8. Extent of Agreement: This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 11.9. Notice: Any notice or communication required by this Agreement must be in writing and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. Notice to the RCC will be addressed to RCC staff and the Administering Member. Any notice to a Member will be sent to the address specified by the chief executive officer of the Member.
- 11.10. Assignment: No Member may sell, transfer, or assign any of its rights or benefits under this Agreement without RCC Board approval.

IN WITNESS WHEREOF, this Agreement has been executed by each party subscribing to membership, as indicated on the signature page affixed to this document, which may be executed in counterparts.

Approved and executed:

Name of Members:

Pierce County

By: Libby Catalinich

Its: Communications Director

Sign:

Date:

By: Bruce Dammeier

Its: Pierce County Executive

Sign:

Date:

By: Katie Blinn

Its: DPA

Sign:

Date:

By: Gary Robinson

Its: Finance Director

Sign:

Date:

City of Puyallup

By: Steve Kirkelie

Its: City Manager

Sign:

Date:

City of University Place

By: Stephen Sugg

Its: City Manager

Sign:

Date:

By: Matthew Kaser

Its: City Attorney

Sign:

Date:

By: Emy Genetia

Its: City Clerk

Sign:

Date:

City of Fife

By: Derek Matheson

Its: City Manager

Sign:

Date:

City of Sumner

By: Kathy Hayden

Its: Mayor

Sign:

Date:

By: Jason Wilson

Its: City Administrator

Sign:

Date:

City of DuPont

By: Ronald J. Frederick

Its: Mayor

Sign:

Date:

City of Orting

By: Joshua Penner

Its: Mayor

Sign:

Date:

City of Ruston

By: Bruce Hopkins

Its: Mayor

Sign:

Date: