

# City of Tenino

149 Hodgen Street South  
Tenino, WA 98589

**City Council Meeting**  
**Tuesday, February 24, 2026 at 6:30 PM**

## Agenda

### WORK SESSION

### CALL TO ORDER

### AGENDA APPROVAL

1. Agenda Approval

**Recommended Action:** Motion to approve the 02/24/2026 Agenda as presented.

### APPROVAL OF MINUTES

- [2.](#) Approval of Minutes

**Recommended Action:** Motion to approve the 02/10/2026 Minutes as presented.

### CONSENT CALENDAR

3. Consent Calendar for February 11, 2026 through February 24, 2026 consisting of:

Payroll EFT's in the amount of \$38,263.39 and Claims Checks #33925 through #33945 and EFT's in the amount of \$84,720.84 for a Grand Total of \$122,984.23

Liquor License Renewals: None

**Recommended Action:** Move to approve the consent calendar as presented.

### EXECUTIVE SESSION

### PRESENTATIONS

### PUBLIC COMMENTS

### PUBLIC HEARING

### PROCLAMATIONS

### OLD BUSINESS

### NEW BUSINESS

- [4.](#) Keep Washington Working Policy

Discussion for HB 2015 Grant, this policy 412 Immigration Violations needed to be added to the Lexipol (SOP manual) for the Police Department. Chief Auderer to be in attendance.

5. Resolution to be discussed and worked on:

Section 1. Public Safety Priority

Section 2. 2027 Budget Protection

Section 3. Opposition to Defunding or Disbanding

Section 4. Citywide Spending Authorization Requirement

Section 5. Citywide Hiring Freeze Without Council Authorization.

Section 6. Direction to Prepare Protective Ordinance.

6. Voyager is our Vendor for Fuel Cards. We will not receive our statement for this month until February 25, it will be due before next Council Meeting on March 10. We are requesting approval to process a check for no more than \$2,500.00 outside of our normal process so that we don't incur late fees or disruptions in fuel card service.

**Recommended Action:** Move to approve the payment for Voyager Fuel Cards to be processed before next Council Meeting on 3/10/26.

7. Annual Subscription for Cost of Service for: Software Access for Water, Sewer & General Fund Service areas. Unlimited Support and Advising Hours for Water, Sewer & General Fund Services.

**Recommended Action:** Move to approve the WATERWORTH Terms of Service Agreement.

## RESOLUTIONS

## ORDINANCES

## REPORTS

### 8. Outside Agency

- 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) South Thurston Economic Development Initiative (STEDI)
- 4) ARCH Commission 5) Experience Olympia & Beyond (VCB)
- 5) Timberland Regional Library

### 9. 13. Committees/Commissions

- 1) Civil Service Commission
- 2) Finance Committee
- 3) Planning Commission
- 4) Public Safety Committee
- 5) Public Works Committee

**10. 14. Staff**

- 1) Chief of Police
- 2) Director of Public Works
- 3) Code Enforcement/Building Inspector
- 4) PARC Specialist
- 5) Clerk/Treasurer
- 6) Mayor

**11. 15. Liaisons**

- 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Solid Waste Advisory Board
- 3) TCOMM/911
- 4) Tenino School Board
- 5) Thurston Regional Planning Council (TRPC)
- 6) Transportation Policy Board
- 7) Thurston County Commissioner's Office
- 8) Legislature
- 9) Oregon Trail Days

**PUBLIC COMMENTS 2**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**File Attachments for Item:**

2. Approval of Minutes

**Recommended Action:** Motion to approve the 02/10/2026 Minutes as presented.

**City Council Meeting**  
**Tuesday, February 10, 2026**

**Minutes**

**WORK SESSION**

Mayor Watterson convened the work session at 6:30 pm with:

PRESENT

Councilmember Linda Gotovac  
Councilmember Elaine Klamn  
Councilmember Jeff Eisel  
Councilmember Adam Carney  
Councilmember Tianne Curtiss

**CALL TO ORDER**

Mayor Watterson convened the regular Council Meeting at 7:30PM with:

PRESENT

Councilmember Linda Gotovac  
Councilmember Elaine Klamn  
Councilmember Jeff Eisel  
Councilmember Adam Carney  
Councilmember Tianne Curtiss

Flag salute

**AGENDA APPROVAL**

1. Agenda Approval

**Recommended Action:** Motion to approve the 02/10/2026 Agenda as presented.

Motion made by Councilmember Gotovac, Seconded by Councilmember Klamn.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember Eisel,  
Councilmember Carney, Councilmember Curtiss.

Motion passes: 5/0.

**APPROVAL OF MINUTES**

2. Approval of Minutes

**Recommended Action:** Motion to approve the 01/27/2026 Minutes as presented.

Councilmember Carney pointed out that under "Reports" and "Planning Commission" that the sentence is not finished. He agreed to motion to approve with the corrections made to the agenda on that line.

Motion made by Councilmember Gotovac, Seconded by Councilmember Curtiss.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember Eisel, Councilmember Carney, Councilmember Curtiss.

Motion passes: 5/0.

### **CONSENT CALENDAR**

3. Consent Calendar for January 28, 2026 through February 10, 2026 consisting of:

Payroll EFT's in the amount of \$54,850.20 and Claims Checks #33851 through #33883 and EFT's in the amount of \$117,041.89 for a Grand Total of \$171,892.09.

Liquor License Renewals: None

**Recommended Action:** Move to approve the consent calendar as presented.

Motion made by Councilmember Gotovac, Seconded by Councilmember Carney.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember Eisel, Councilmember Carney, Councilmember Curtiss.

Motion passes: 5/0.

### **EXECUTIVE SESSION**

None.

### **PRESENTATIONS**

None.

### **PUBLIC COMMENTS**

John Cassidy from the Tenino's Farmers Market just wanted to come and share some information from last years market and what kind of tourists it brought to the City. They did approximately \$96-\$98K in sales and ran anywhere from 400-500 people per weekend. Since there was some resistance last council meeting regarding waiving the fee.

Jody from the Tenino Food Bank reported that they are moving freezers starting Thursday. She did want to be clear that with the Fish Processing section of the Food bank, none of the waste will go into the sewer system, they have a large containers for this to go into for fishermen. Mayor Watterson asked her about where things are with buying the building. Will need an appraisal done and come up with a hard number for the investors she is working with.

### **PUBLIC HEARING**

None.

## PROCLAMATIONS

### 4. May 2026 Bicycle Month

**Recommended Action:** Motion to approve the Proclamation for May 2026 Bicycle Month and to recognize Earth Day, National Bike Month, and Clean Air Month.

Motion made by Councilmember Curtiss, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember Eisel, Councilmember Carney, Councilmember Curtiss.

Motion passes 5/0.

## OLD BUSINESS

None.

## NEW BUSINESS

### 5. EV Charger engineering amendment 5.

**Recommended Action:** Move to approve the EV Charger engineering amendment 5.

The additional \$4,000-\$5,000 can be fully paid by the grant, this is just to approve the amendment 5 contract so it can be submitted for the grant.

Motion made by Councilmember Gotovac, Seconded by Councilmember Carney.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember Eisel, Councilmember Carney, Councilmember Curtiss.

Motion passes: 5/0.

### 6. The Tenino Garden Club has three matters they would like the Council to consider.

Mayor Watterson read the letter from the Tenino Garden Club. They would like to hold meetings at the Quarry House monthly to encourage more participants, requesting the rental fee be waived. They would like to help beautify the landscaping at City Hall and create a more robust floral display for the hanging baskets and planters. They are willing to have their volunteer members refurbish the carving of the Stone Mason in front of City Hall.

Councilmember Eisel expressed concern regarding waiving the fee for the clubs use of the Quarry House once a month for meetings. He feels that with budget concerns it would not be beneficial for the City to waive any fees this year. After council discussion Councilmember Eisel is abstaining from the vote. It was argued that the Garden Club contributes a large quantity of labor for no charge to the city. It was shared of all the things the Garden Club contributes to the City including updating and watering the landscaping in front of businesses and the City buildings. As well as the Garden Club will be growing and creating this years hanging flower baskets which will essentially cut our costs on those.

Motion made by Councilmember Gotovac, Seconded by Councilmember Curtiss.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember Carney, Councilmember Curtiss.

Voting Abstaining: Councilmember Eisel.

Motion passes: 4/0.

## RESOLUTIONS

None.

## ORDINANCES

None.

## REPORTS

### 7. Outside Agency

- 1) Chamber of Commerce - Next meeting on February 18, 2026 at noon at the Stone City Event Center. Mayor Watterson as guest speaker.
- 3) South Thurston Economic Development Initiative (STEDI) - Friday February 20, 2026 at 8AM at The Lucky Eagle Casino.

### 8. 13. Committees/Commissions

- 1) Civil Service Commission - They are looking for members, must live in the Tenino School District to attend monthly meeting, which the Commission is looking to setup as virtual meetings. They are also looking for a new Secretary for the Commission.
- 2) Finance Committee - Councilmember Klamn reported we have the 2 loans with interest to start repaying this year. AG Park and Intercity Fund loan. Needs to be paid each year, city needs to have a proper end of year at \$300,000.00. An email is to go out to department heads to find ways in each department to cut costs. Councilmember Carney noted that we have revenues coming in at 2 million a year but with a status quo approach usually, we need to put down a bigger balance and pay down loans. It will be up to City Council and city staff will play a big role. Public meetings are going to be very important, getting the word out and citizens attending and giving ideas to help the budget. Spoke with AWC about spreading the insurance payment throughout. Roughly \$230,000.00 spread over the next 5 months. Jan-May in installments.
- 3) Planning Commission - Meeting tomorrow and will be speaking with the Commissioner Position #1 candidates.

### 9. 14. Staff

- 1) Chief of Police - Working on grant, it is 90% complete. Administrator Rodriguez had to audit some of the trainings so they could finish up before submission.

2) Director of Public Works - Asked if PWD Cannon can come the 1st meeting of the month.

5) Clerk/Treasurer - C/T Reddick presented the Treasurers report. She supplied the Draft schedule for the 2027 Budget. Will work on the 2026 Budget at the first half of the meetings. Reddick explained that she will be cutting conferences this year due to budget concerns, only planning to attend 2, SAO and Washington Finance Officers. She will opt to do more AWC online trainings. Reddick spoke about the newest hire Laurie Christomos is part time and not receiving any of the extras or benefits. Laurie has been really instrumental in digitizing files and updating vendor accounts.

6) Mayor - TRPC meeting on Friday. Nominated and voted onto the South Thurston Community Board of Health. Continuing to work on financial stuff.

**10. 15. Liaisons**

2) Solid Waste Advisory Board - Councilmember Klamn, reported Travis Duttery regarding legislation. Bill 6965 regards plastic bags keep them at 8 cents instead of 20 cents. Mattresses are a big problem for solid waste. February 12th Solid Waste position will be opening as Jeff Beckman is retiring.

4) Tenino School Board - Councilmember Eisel wished Tenino Girls Basketball Team good luck at District.

5) Thurston Regional Planning Council (TRPC) - Mayor Watterson attending via Zoom, he will attend in person once a quarter.

6) Transportation Policy Board - Mayor Watterson to attend meeting tomorrow via Zoom.

9) Oregon Trail Days - Councilmember Curtiss reported that the Fire Department is working on doing the dunk tank this year. Jody looking for Food Vendors, wanting to encourage more Pioneer theme for the Parade. Entries and awards to be more themed. There will still be 3 on 3 on Park Street. George is looking for fiddlers, Farmer's Market is talking about extending hours. There will be bands both nights at the Eagles.

**PUBLIC COMMENTS 2**

None.

**ANNOUNCEMENTS**

None.

**ADJOURNMENT**

Mayor Watterson adjourned the meeting at 7:56pm.

**File Attachments for Item:**

4. Keep Washington Working Policy

Discussion for HB 2015 Grant, this policy 412 Immigration Violations needed to be added to the Lexipol (SOP manual) for the Police Department. Chief Auderer to be in attendance.

# CITY COUNCIL AGENDA STAFF REPORT

Council Meeting Date: 02/24/2026

Agenda Item Number: \_\_\_\_\_

Originator: Chief Auderer

Title: Chief of Police

Discussion  Action Required

Department: Police

Old Business  New Business  Resolution  Ordinance  Public Hearing

**Subject:** Keep Washington Working policy

**Comments:**  
For HB 20215 Grant this policy needed to be added to the Lexipol (SOP manual) for the police department. Attached is a copy.

**Staff Recommendation:**  
NA

## Immigration Violations

### 412.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to members of the Tenino Police Department relating to immigration laws and interacting with federal immigration officials (RCW 43.10.315).

### 412.2 POLICY

It is the policy of the Tenino Police Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Confidence in this commitment will increase the effectiveness of this department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status.

### 412.3 VICTIMS AND WITNESSES

To encourage crime reporting and cooperation in the investigation of criminal activity, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of law enforcement will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and not in any way that would violate the United States or Washington constitutions.

### 412.4 FEDERAL REQUESTS FOR ASSISTANCE

Requests by federal immigration officials for assistance from this department should be directed to a supervisor. The Department may provide available support services, such as traffic control or peacekeeping efforts.

### 412.5 INFORMATION SHARING

No member of this department will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373; RCW 2.28.310):

- (a) Sending information to, or requesting or receiving such information from federal immigration officials
- (b) Maintaining such information in department records
- (c) Exchanging such information with any other federal, state, or local government entity

### 412.6 U VISA AND T VISA NONIMMIGRANT STATUS

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)).

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)).

## *Immigration Violations*

---

Any request for assistance in applying for U visa or T visa status should be forwarded in a timely manner to the Investigation Unit supervisor assigned to oversee the handling of any related case. The Investigation Unit supervisor should:

- (a) Consult with the assigned investigator to determine the current status of any related case and whether further documentation is warranted.
- (b) Contact the appropriate prosecutor assigned to the case, if applicable, to ensure the certification or declaration has not already been completed and whether a certification or declaration is warranted.
- (c) Address the request and complete the certification or declaration, if appropriate, in a timely manner (RCW 7.98.020).
  1. The instructions for completing certification and declaration forms can be found on the U.S. Department of Homeland Security (DHS) website.
- (d) Ensure that any decision to complete, or not complete, a certification or declaration form is documented in the case file and forwarded to the appropriate prosecutor. Include a copy of any completed form in the case file.

### 412.6.1 TIME FRAME FOR COMPLETION

The Investigation Unit supervisor should ensure that the certification for the U visa or T visa is processed within 90 days of the request, unless the victim is in federal immigration removal proceedings, in which case the certification shall be executed within 14 days after the request is received. The certification may be withdrawn only if the victim unreasonably refuses to provide information and assistance related to the investigation or prosecution of the associated criminal activity when reasonably requested by the Department (RCW 7.98.020).

### 412.6.2 U VISA AND T VISA DOCUMENTATION AND REPORTING

The Investigation Unit supervisor shall keep written documentation regarding the number of certification forms that are (RCW 7.98.020):

- (a) Requested by a victim.
- (b) Signed.
- (c) Denied.
- (d) Withdrawn.

The Investigation Unit supervisor or the authorized designee should ensure that the information collected regarding certification forms is reported annually to the Office of Crime Victims Advocacy (RCW 7.98.020).

### 412.6.3 RELEASE OF INFORMATION

Personal identifying information or information regarding the citizenship or immigration status of any victim of criminal activity or trafficking who is requesting a certification shall not be disclosed except when allowed by law (RCW 7.98.020). See also the Records Maintenance and Release Policy.

## *Immigration Violations*

---

### **412.7 TRAINING**

The Chief of Police should ensure that officers receive training on this policy.

Training should include:

- (a) Identifying civil versus criminal immigration violations.
- (b) Factors that may be considered in determining whether a criminal immigration offense has been committed.
- (c) Statutory limitations on immigration enforcement.
- (d) U visa and T visa certification training.
- (e) Appropriate information sharing pursuant to 8 USC § 1373.

### **412.8 WASHINGTON STATE IMMIGRATION RESTRICTIONS**

Members shall not (RCW 10.93.160):

- (a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth unless there is a connection between such information and an investigation into a violation of state or local criminal law.
- (b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.
- (c) Provide nonpublicly available personal information about an individual to federal immigration authorities in a noncriminal matter, except as required by state or federal law.
- (d) Give federal immigration authorities access to interview individuals about a noncriminal matter while they are in custody, except as required by state or federal law, a court order, or written consent of the individual.
- (e) Allow a federal immigration authority to conduct an interview regarding federal immigration violations with a person who is in custody if the person has not consented in writing to be interviewed. In order to obtain consent, the person shall be provided with an oral explanation and a written consent form that explains the purpose of the interview, that the interview is voluntary, and that the person may decline to be interviewed or may choose to be interviewed only with the person's attorney present.
- (f) Detain individuals solely for the purpose of determining their immigration status.
- (g) Take a person into custody or hold a person in custody:
  - 1. Solely for the purposes of determining immigration status
  - 2. Based solely on a civil immigration warrant issued by a federal immigration authority
  - 3. On an immigration hold request

[See attachment: Keep Washington Working.pdf](#)

*Immigration Violations*

---

**412.8.1 SCHOOL RESOURCE OFFICERS**

Members who are school resource officers shall not (RCW 10.93.160):

- (a) Inquire or collect information about an individual's immigration or citizenship status, or place of birth.
- (b) Provide information pursuant to notification requests from federal immigration officials for the purposes of civil immigration enforcement, except as required by law.

## Attachments

## Keep Washington Working.pdf

KWW

A. Enforcement of Federal Immigration Law and Policies Prohibited

1. The federal government, not the Tenino Police Department, has primary jurisdiction over the enforcement of federal immigration law. The Tenino Police Department recognizes that removal from the United States, including investigations and arrests made as part of that process, is a civil matter overseen by federal immigration authorities. The Tenino Police Department recognizes that unauthorized presence in the United States, standing alone, is not a violation of state or local law. The immigration or citizenship status of an individual or an individual's presence in, entry or reentry to, or employment in the United States alone is not subject to enforcement by the Tenino Police Department or its personnel. The Tenino Police Department shall presume any federal immigration authority acting on official duty to be engaged in immigration enforcement.

a. Tenino Police Department personnel shall not engage or assist in civil immigration enforcement.

b. Tenino Police Department resources, including any individuals' personal information ascertained by the Tenino Police Department or its officers, shall not be used or shared to assist in civil immigration enforcement.

c. The Tenino Police Department shall review all methods and forms used to communicate with persons engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, or data fields for immigration or citizenship status existing prior to May 21, 2020, and modify them as necessary to be consistent with these policies.

d. All Tenino Police Department personnel shall complete the Tenino Police Department's mandatory training regarding immigration enforcement policies and procedures and compliance with all other requirements of RCW 10.93.160.

2. Tenino Police Department personnel shall not initiate or participate in any law enforcement action based solely on an individual's immigration or citizenship status, or place of birth, or in any other way attempt to enforce or assist in the enforcement of federal civil immigration laws or policies.

3. Tenino Police Department personnel shall not inquire about any person's immigration or citizenship status, or place of birth, unless the information is directly connected to the Tenino Police Department Officer's investigation into a violation of state or local law.

4. Tenino Police Department's policies prohibiting participation or aid in immigration enforcement shall apply for enforcement activity against all persons, including Tenino Police Department personnel.

5. Tenino Police Department personnel shall not conduct investigations, interviews, questioning, take statements, or otherwise engage in similar contact with any individual in the presence, including within hearing distance, of any person engaged, or intending to engage, in immigration enforcement, including a known federal immigration authority, unless the person's presence is directly connected to the Tenino Police Department's investigation into a violation of state or local criminal law and necessary to perform the Tenino Police Department's duties.

6 Tenino Police Department personnel shall not arrest, detain, take into custody, or otherwise hold any person solely to determine their citizenship or immigration status unless the information is directly connected to the Tenino Police Department's investigation into a violation of state or local law.

7. Civil immigration warrants, hold requests, and immigration detainer requests do not establish probable cause and shall not be the basis for any Tenino Police Department Officer to arrest, detain, or otherwise hold any person in custody.

8. If Tenino Police Department personnel receive a court order or judicial warrant authorizing any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, to assume custody of an in-custody individual, the Tenino Police Department Officer shall immediately contact Tenino Police Department Sheriff or Chief of Police or authorized designee to determine the appropriate course of action.

a. Before authorizing any arrest, detention, or hold, the Tenino Police Department Sheriff or Chief of Police or authorized designee shall confirm that the federal criminal arrest warrant is issued and signed by a U.S. District Court Judge or Magistrate Judge authorizing the holding or detention of the individual by: i. Obtaining a copy of the warrant; ii. Identifying the criminal charge and citation to the federal law violation for which the warrant was issued; iii. Identifying which U.S. District Court issued the warrant; iv. Verifying that the warrant includes the correct date and location for detention; and v. Confirming that a U.S. District Court Judge or Magistrate's signature is on the warrant.

b. Tenino Police Department Sheriff or Chief of Police or authorized designee shall not disclose the location of the [Law Enforcement Agency Officer] or individual to any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, before or during the warrant confirmation process.

9. All requests for assistance by any person engaged, or intending to engage, in immigration enforcement, including federal immigration authority, whether oral or written, shall be directed to Tenino Police Department Sheriff or Chief of Police or authorized designee to determine an appropriate course of action.

10. Tenino Police Department personnel shall not assist or participate in any joint operations, task forces, or any other activities that support or constitute immigration enforcement actions with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without prior approval, in writing, from Tenino Police Department Sheriff or Chief of Police or authorized designee.

#### B. Data Collection Prohibited

1. Tenino Police Department personnel shall not inquire about or request any documents or information from a person for the purpose of determining the person's immigration or citizenship status, or place of birth, unless the information is directly connected to the Tenino Police Department's investigation into a violation of state or local law.

2. Tenino Police Department personnel processing fingerprint card or Automated Biometric Identification System (ABIS) submissions shall enter "Unknown" for these fields addressing immigration or citizenship status unless the information is otherwise known.

3. Tenino Police Department personnel shall not take enforcement action or otherwise use immigration or citizenship status, or place of birth information, against crime victims or witnesses.

4. Tenino Police Department personnel shall use an approved Communications Center "Language Line" or other approved resources for any language services necessary to perform duties for the Tenino Police Department. Tenino Police Department personnel shall not utilize or accept language services from any person engaged in, or intending to engage, in immigration enforcement, including federal immigration authorities. Tenino Police Department personnel shall presume that federal immigration authorities are engaged in immigration enforcement.

#### C. Consular Notification Requirements

1. Within 72 hours of detention, Tenino Police Department shall inform, verbally and in writing, all persons taken into custody or otherwise detained, regardless of their known or perceived nationality, citizenship, or immigration status, that:

a. The person has the right to refuse to disclose information about their nationality, citizenship, or immigration status; and

b. Disclosure of such information may result in civil or criminal immigration enforcement against them, including removal from the United States.

2. If any Tenino Police Department personnel becomes aware that a person in custody is a foreign national, the Tenino Police Department Officer shall immediately contact Tenino Police Department Sheriff or Chief of Police or authorized designee to determine the appropriate course of action.

a. If the person's country is a signatory to the Vienna Convention on Consular Relations or other bilateral agreement regarding consular notifications, Tenino Police Department Sheriff or Chief of Police or authorized designee shall provide the person the appropriate consular notification advisement recommended by the U.S. State Department—that the person has the right to request that their foreign consul be notified of their detention and to communication with their foreign consul, or that the LEA is required to notify the person's consular officers, if they are a member of a mandatory notification country.

b. Tenino Police Department Sheriff or Chief of Police or authorized designee] shall notify the person's foreign consul of their detention without delay if the person is a national of one of the 56 mandatory notification countries or if the person requests their foreign consul be notified.

c. Tenino Police Department Sheriff or Chief of Police or authorized designee shall permit the foreign consul access to the person and forward any communication from the foreign national to the person's consular officers without delay.

#### D. Responding to Requests for Information

1. Tenino Police Department personnel shall not share, provide, or disclose personal information about any person to anyone engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without a court order or judicial warrant requiring the information's disclosure, except that Tenino Police Department shall provide all records as required under the Public Records Act, chapter 42.56 RCW. Public records requests shall be processed pursuant to Tenino Police Department procedures by the Tenino Police Department Public Records Officer or designee. Any Tenino Police Department personnel receiving a public records request shall forward the request to the Tenino Police Department Public Records Officer and notify the Tenino Police Department Sheriff or Chief of Police or authorized designee.

2. Tenino Police Department personnel shall not provide or disclose information in response to any notification request or other immigration enforcement related request for information regarding a person's release date from custody without a court order or judicial

warrant, except that Tenino Police Department shall provide all records as required by the Public Records Act, chapter 42.56 RCW, in response to any qualifying request.

3. If Tenino Police Department personnel receive a court order or judicial warrant that mandates the sharing of information regarding a person's immigration or citizenship status, Tenino Police Department personnel shall provide the information as required by the court order or judicial warrant. Any Tenino Police Department personnel who shares or discloses a person's immigration or citizenship status to any person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, shall immediately notify the Tenino Police Department Sheriff or Chief of Police or authorized designee of the information provided, reason for sharing said information, and identity of the person and agency to whom the information was shared.

a. [Law Enforcement Agency Sheriff or Chief of Police or authorized designee] shall log all instances of Tenino Police Department personnel sharing any person's immigration or citizenship status with a person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, with the basis for sharing the information. The log shall be a public record and shall be made publicly available except that information may be redacted or withheld as permitted by the Public Records Act.

#### E. Access to Persons Detained or in Custody

1. Tenino Police Department personnel shall not permit anyone engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, to access any person held, detained, or in Tenino Police Department custody without obtaining the person's prior consent in writing, unless a court order or judicial warrant requiring such access is presented.

a. To obtain written consent from a person held, detained, or in custody, prior to being interviewed by anyone engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, the Tenino Police Department Officer shall provide the person with an oral explanation and a written consent form that explains: i. The purpose of the interview; ii. That the interview is voluntary; iii. That the person may decline to be interviewed and will not be punished or suffer retaliation for doing so; and iv. That the person may choose to be interviewed only with the person's attorney present.

b. Tenino Police Department shall provide the oral explanation and consent form in a language understood by the person or by using an approved language service if the person is unable to read the form or if the form is not available in a language the person understands. Tenino Police Department shall maintain copies of the consent form in

English, Spanish, and any other language that Tenino Police Department deems appropriate.

c. If a person chooses to be interviewed with their attorney present, Tenino Police Department Officers shall promptly contact the attorney the Tenino Police Department Officers shall not proceed with permitting any interview to take place prior to the person's first court appearance and counsel has been retained, appointed, or the person has chosen to proceed pro se.

#### F. Equal Treatment for Persons Held, Detained, or in Custody.

1. Persons held, detained, or otherwise in the custody of Tenino Police Department are entitled to, and shall be provided, the same services, benefits, privileges, rights, opportunities, and resources regardless of their nationality, or immigration or citizenship status.

2. Tenino Police Department personnel shall not deny or otherwise limit any person held, detained, or otherwise in Tenino Police Department custody such services, benefits, privileges, rights, opportunities, or resources based on any civil immigration warrant, hold request, immigration detainer request, notification request, administrative subpoena or similar request by a person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, or indication of the person's nationality, immigration or citizenship status.

3. Tenino Police Department shall not transfer custody of any person held, detained, or otherwise in the custody of Tenino Police Department to any person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, without court order or judicial warrant. If presented with such an order by a person engaged, or intending to engage, in immigration enforcement, including by a federal immigration authority, to take custody of a person in Tenino Police Department custody, Tenino Police Department Officers shall immediately contact Tenino Police Department Sheriff or Chief of Police or authorized designee to determine an appropriate course of action.

a. Before authorizing any transfer of custody, the Tenino Police Department Sheriff or Chief of Police or authorized designee shall confirm that the court order is issued and signed by a U.S. District Court Judge or Magistrate Judge and authorizes the holding or detention of the individual by: i. Obtaining a copy of the court order; ii. Confirming that a U.S. District Court Judge or Magistrate signed the court order; iii. Confirming that the court order identifies the individual for whom the transfer of custody is sought by name; and iv. Verifying that the court order has a valid date or is not otherwise expired or previously executed.

b. Tenino Police Department Sheriff or Chief of Police or authorized designee shall not disclose the location of the individual to any person engaged in, or intending to engage in, immigration enforcement, including federal immigration authorities, before or during the process of confirming the court order.

4. Tenino Police Department shall not deny or otherwise limit any person's social visitation solely on the basis of the person's inability to effectively communicate through video-visitiation technology. Tenino Police Department shall not collect immigration or citizenship status information of persons visiting an individual in Tenino Police Department custody and shall minimize collection of visitors' personal information to the extent necessary to perform duties of Tenino Police Department. Tenino Police Department personnel shall not disclose or otherwise share visitors' personal information with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, absent a court order or judicial warrant for the information or approval by Tenino Police Department Sheriff or Chief of Police or authorized designee.

#### G. Contracts Involving Immigration Enforcement.

1. Tenino Police Department personnel and school resource officers shall not enter into any contract, agreement, or other arrangement, whether written or oral, that would grant federal immigration enforcement authority or powers to the [Law Enforcement Agency Officer], including but not limited to agreements created under 8 U.S.C. Sec. 1357(g), also known as 287(g) agreements under the Immigration and Naturalization Act. 2. All [Law Enforcement Agency] agreements to assist or participate in any joint operations, task forces, or other multi-jurisdictional activities shall include legally binding assurances that all other parties to those agreements shall not use or share [Law Enforcement Agency] resources, including any individuals' personal information ascertained by [Law Enforcement Agency] or its personnel, with any third parties or to support or engage in immigration enforcement activities. 3. [Law Enforcement Agency] shall not be a party to any agreement, joint operation, task force, or other multi-jurisdictional activity with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without legally binding assurances, in writing and pre-approved by [Law Enforcement Agency Sheriff or Chief of Police], that no [Law Enforcement Agency] resources, including any individuals' personal information ascertained by [Law Enforcement Agency] or its personnel, shall be used to support or assist with civil immigration enforcement in any way. 4. [Law Enforcement Agency Officers] shall not assist or participate in any joint operations, task forces, or other activities that support or constitute immigration enforcement actions with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without

prior approval, in writing, from [Law Enforcement Agency Sheriff or Chief of Police or authorized designee]. 5. [Law Enforcement Agency] shall not be a party to any immigration detention agreement, IGSA, or other arrangement with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, providing for detention of any person by [Law Enforcement Agency Officers] or using [Law Enforcement Agency] resources for immigration enforcement purposes. 6. [Law Enforcement Agency] personnel and school resource officers shall not be a party to any agreement or contract for language services, including translation, interpretation, training or classes, from any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, nor shall any language services be accepted by [Law Enforcement Agency] personnel from any person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, for free or otherwise. [Law Enforcement Agency] personnel shall presume federal immigration authorities are engaged in immigration enforcement. 7. All [Law Enforcement Agency] agreements permitting access to [Law Enforcement Agency] databases or information shall include legally binding assurances that all other parties to those agreements shall not use or share [Law Enforcement Agency] information or database access with any third parties supporting or engaged in immigration enforcement activities.

Part III: Model Policies 12 H. U & T Visa Certifications 1. [Law Enforcement Agency Officers] shall forward U and T Visa certification requests under the Washington Safety and Access for Immigrant Victims Act, RCW 7.98.020, without delay to [Law Enforcement Agency Sheriff or Chief of Police or authorized designee]. a. The fact of any request for U or T Visa certification and any personal information submitted with such request shall not be disclosed or shared outside of [Law Enforcement Agency], [Law Enforcement Agency Legal Counsel], or the County Prosecuting Attorney without a court order or judicial warrant, or approval by [Law Enforcement Agency Sheriff or Chief of Police or authorized designee] unless expressly authorized, in writing, by the subject of the request or the subject's guardian, or as otherwise required by law. b. [Law Enforcement Agency Sheriff or Police Chief or authorized designee] shall review any U or T Visa certification request submitted to [Law Enforcement Agency] in full and verify all information submitted in support of the certification request using existing [Law Enforcement Agency] records, personal knowledge, or other available evidence. [Law Enforcement Agency Sheriff or Police Chief or authorized designee] may confer with [Law Enforcement Agency Legal Counsel] and/or the County Prosecuting Attorney to determine whether certification by [Law Enforcement Agency] is proper. c. [Law Enforcement Agency Officers] shall not leverage U or T Visa certifications as a means to compel any victim or witness to cooperate with their investigations. 2. [Law Enforcement Agency Sheriff or Police Chief or authorized designee] shall process U and T Visa certification requests within 90 days of receipt by [Law Enforcement Agency], except under

circumstances requiring a shorter timeframe. a. Any U or T Visa certification request for a person in federal removal proceedings shall be immediately processed by [Law Enforcement Agency Sheriff or Police Chief or authorized designee] such that the certification, if approved, is executed within 14 days of [Law Enforcement Agency] receiving the request. b. U or T Visa certifications shall be expedited upon request for any person who will, or whose child(ren) will, reach age 21 before the 90-day processing deadline date and thus will otherwise lose their benefits. In any such instance, [Law Enforcement Agency Sheriff or Police Chief or authorized designee] shall execute the certification, if approved, no later than 14 days before the person or child turns 21 years old. 3. All [Law Enforcement Agency Officers] shall complete required training on U and T Visa certifications and review the full instructions for completing U and T Visa certification forms on the Washington State Department of Commerce, Safety and Access for Immigrant Victims Program website. Part III: Model Policies 13 Part IV: Overview of KWW and Relevant State and Federal Laws While the Keep Washington Working Act, chapter 440, Laws of 2019, requires LEAs to adopt the model policies to ensure they are able to foster the community trust necessary to maintain public safety by limiting participation in immigration enforcement, exceptions apply where federal, state, or local laws require otherwise. This section provides an overview of KWW and other laws that LEAs should consider when adopting the model policies. LEAs should also consult with their legal counsel to ensure that their policies are in compliance with state and federal law before adopting or implementing their policies. A. KWW Requirements KWW establishes broad restrictions on state and local assistance in federal immigration enforcement, with the following provisions for LEAs<sup>16</sup> and their officials (including SROs and jail staff): 1. Prohibits giving access to people in local or state custody to federal immigration authorities for

**File Attachments for Item:**

5. Resolution to be discussed and worked on:

Section 1. Public Safety Priority  
Section 2. 2027 Budget Protection  
Section 3. Opposition to Defunding or Disbanding  
Section 4. Citywide Spending Authorization Requirement  
Section 5. Citywide Hiring Freeze Without Council Authorization.  
Section 6. Direction to Prepare Protective Ordinance.

**A RESOLUTION OF THE CITY COUNCIL OF TENINO, WASHINGTON, AFFIRMING THAT PUBLIC SAFETY IS THE COUNCIL'S FIRST PRIORITY; DECLARING THAT NO PROPOSED 2027 BUDGET WILL BE ACCEPTED IF IT REDUCES FUNDING FOR THE TENINO POLICE DEPARTMENT BELOW 2026 LEVELS; ESTABLISHING A CITYWIDE SPENDING AND HIRING FREEZE WITHOUT COUNCIL AUTHORIZATION; OPPOSING ANY EFFORT TO DEFUND OR DISBAND THE TENINO POLICE DEPARTMENT; AND DIRECTING STAFF TO PREPARE AN ORDINANCE ESTABLISHING STRUCTURAL, BUDGETARY, AND VOTER PROTECTIONS FOR THE TENINO POLICE DEPARTMENT.**

---

**WHEREAS**, the City Council of Tenino declares that ensuring public safety is its first and highest priority; and

**WHEREAS**, the Tenino Police Department plays a vital and essential role in maintaining public safety, enforcing the law, responding to emergencies, and fostering community trust; and

**WHEREAS**, adequate and stable funding for the Tenino Police Department is necessary to support operations, personnel, equipment, training, and community engagement; and

**WHEREAS**, the City Council finds that reductions in funding, staffing, or structural authority could impair the City's ability to provide appropriate public safety services during the 2027 fiscal year and beyond; and

**WHEREAS**, fiscal oversight and responsible governance require clear expenditure and hiring controls to ensure accountability to the residents of Tenino;

---

**NOW, THEREFORE, BE IT RESOLVED by the City Council of Tenino, Washington, as follows:**

**Section 1. Public Safety Priority.**

The City Council hereby declares that public safety is a protected core governmental service and the Council's first priority.

**Section 2. 2027 Budget Protection.**

The Council will not accept, approve, or adopt any proposed budget for the 2027 fiscal year that reduces funding for the Tenino Police Department below the total adopted 2026 funding levels.

**Section 3. Opposition to Defunding or Disbanding.**

The City Council will not concede to, support, or agree with any effort to defund, diminish, dissolve, contract out, or disband the Tenino Police Department.

#### **Section 4. Citywide Spending Authorization Requirement.**

Effective immediately, no City department shall make, authorize, or obligate any single expenditure or contract in excess of Five Thousand Dollars (\$5,000) without prior approval of the City Council, except where otherwise required by law or in cases of declared emergency.

#### **Section 5. Citywide Hiring Freeze Without Council Authorization.**

Effective immediately, a hiring freeze is hereby instituted for all City positions unless the hiring action is expressly authorized by the City Council.

#### **Section 6. Direction to Prepare Protective Ordinance.**

The City Council hereby directs the City Attorney and appropriate staff to prepare and present for Council consideration an ordinance establishing the following:

##### **A. Permanent Establishment.**

1. The Tenino Police Department shall be established as a permanent department of the City.
2. The Department may not be abolished or reorganized except by duly adopted ordinance of the City Council.

##### **B. Supermajority Requirements.**

Require Council supermajority approval prior to:

1. Contracting with the county sheriff or any other jurisdictions for primary law enforcement services;
2. Entering into regional policing agreements that replace or substantially diminish the Tenino Police Department;
3. Dissolving or relinquishing local police authority.

##### **C. Council Approval Requirements.**

Require Council approval prior to:

1. Elimination of sworn or commissioned positions;
2. Reassignment of police duties to another agency;
3. Entering into interlocal agreements that replace the Tenino Police Department with another law enforcement provider;
4. Freezing funded Police Department positions;
5. Confirmation of any elimination of commissioned positions.

##### **D. Budgetary Protections.**

1. Prohibit mid-year reductions to Police Department appropriations without Council approval;
2. Restrict interfund transfers out of the Police Department budget without Council approval;
3. Require that vacancies funded in the adopted budget be filled within a defined and reasonable timeframe unless Council authorizes otherwise;
4. Establish a minimum percentage of the General Fund to be dedicated annually to law enforcement services.

**E. Public Safety Reserve.**

Create a restricted Public Safety Reserve Fund to be used solely for Police Department operations, staffing, equipment, and emergency response needs.

**F. Transparency and Procedural Safeguards.**

1. Require a public hearing prior to any proposed reduction to Police Department funding exceeding a defined threshold;
2. Require a formal fiscal and operational impact study prior to eliminating sworn positions;
3. Require written findings adopted by the Council before approving any reduction in Police Department funding.

**G. Voter Approval Requirement.**

Provide for placement of a ballot measure before the voters of Tenino requiring public approval prior to abolishing or permanently dissolving the Tenino Police Department.

**Section 7. Effective Date.**

This Resolution shall take effect immediately upon its passage.

---

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026, by the City Council of Tenino, Washington.

---

**File Attachments for Item:**

6. Voyager is our Vendor for Fuel Cards. We will not receive our statement for this month until February 25, it will be due before next Council Meeting on March 10. We are requesting approval to process a check for no more than \$2,500.00 outside of our normal process so that we don't incur late fees or disruptions in fuel card service.

**Recommended Action:** Move to approve the payment for Voyager Fuel Cards to be processed before next Council Meeting on 3/10/26.

# TENINO CITY COUNCIL AGENDA ITEM COVER SHEET

Council Meeting Date: 02/24/2026

Agenda Item Number: \_\_\_\_\_

Originator: Nancy Reddick

Title: Clerk/Treasurer

Department: Finance

Discussion

Action Required

New Business

Old Business

Resolution

Ordinance

Public Hearing

1<sup>st</sup> Review

2<sup>nd</sup> Review

3<sup>rd</sup> Review

Committee

Table

**Subject:** Process payment outside of normal process

**Comments:**  
Voyager is our vendor for fuel cards. We will not receive our statement for this month until February 25, it will be due before the next Council meeting on March 10. We are requesting approval to process a check for no more than \$2500.00 outside of our normal process so that we don't incur late fees or disruptions in fuel card services.

**Staff Recommendation:**  
Recommended approval.

**Disposition:**

**File Attachments for Item:**

7. Annual Subscription for Cost of Service for: Software Access for Water, Sewer & General Fund Service areas. Unlimited Support and Advising Hours for Water, Sewer & General Fund Services.

**Recommended Action:** Move to approve the WATERWORTH Terms of Service Agreement.

**Muniworth Innovations = the company**  
**Muniworth® = Waterworth® and the software**

**Muniworth Innovations Inc. d/b/a Waterworth**  
**Terms of Service Agreement**  
**(the “Agreement”)**  
 Version: 31 October 2024

**Plain English Summary**

Muniworth Innovations Inc.’s (“Muniworth Innovations”) mission is to improve the sustainability of communities. It is our goal to provide you with the very best cloud-based continuous financial management and forecasting solution geared towards assisting management of local government services.

A service like this has multiple aspects: it includes software that Muniworth Innovations has developed, a website, which is the access point for you to use the software, a numerical calculation service and many other items of Muniworth Innovations’ intellectual property. You need to subscribe to the service in order to be authorized to use these, and you need to agree to the terms under which we provide them. That is what this document is. Please read it carefully. By using Muniworth® you are agreeing to these terms. If you do not agree with each and all of these terms, do not subscribe to or use Muniworth®.

If you are interested in this software product, you are an entity involved in the management and administration of local government services. You should know that we and our licensors retain all the intellectual property in the software being offered to you as part of the service, and that you are acquiring a non-exclusive right to use the service. You are not “buying” the service and you will not “own” it, you are simply getting a right to use the service. The service is only provided to you once you have agreed to the terms below and have made the required annual payment. The Service is subscription-based, so it only continues while you keep that subscription current.

You understand that the service is being offered at a competitive price considering the years of development that went into it and considering the costly alternative of hiring a consultant to provide the calculations that you can use through Muniworth®. We cannot provide any warranty about fitness for any purpose, except for calculating revenues and other parameters based on various rates, costs and other data you input into Muniworth®. Those who are using it have to take responsibility for whatever they do with it. We spell all this out in detailed terms below. You should understand the importance of these provisions before you accept the terms of the Agreement and use the service.

Simply stated however, in accordance with the Agreement:

**Muniworth Innovations will:**

- provide you with access to its online municipal services calculation software, Muniworth®;
- provide you with technical support to use Muniworth Software which includes updates and upgrades;
- store and back up your data and Muniworth® generated results in a safe and secure manner that meets industry standards;
- endeavor to keep Muniworth® up and running at the times you need it; and,
- have the right to use the data you upload and the Muniworth® generated results to improve and develop Muniworth Software.

**You will:**

- pay the annual subscription fee;
- send Muniworth a copy of the necessary data and continue to maintain the original data on your servers;
- retain ownership of the data you upload and the Muniworth® generated results; and,
- receive Muniworth® generated results based on the data you upload onto Muniworth®;
- be responsible for all the activity under your Muniworth® account.

**You can:**

- make suggestions on how to improve your experience;
- let other members of your organization use Muniworth®;
- authorize other third parties to use Muniworth® on your behalf; and,

7.

- cancel your subscription for the following year at any time.

You cannot:

- use Muniworth® for any improper use, including copying the Muniworth® source code; and/or
- use Muniworth® without making your annual subscription fee payments.

## 1. Definitions

“**Agreement**” means this agreement, its schedules, and any amendments made to the Agreement pursuant to Clause 30.

“**Business Day**” means any weekday other than a bank or public holiday in British Columbia, Canada.

“**Business Hours**” means the hours of 9:00 am to 5:00 pm PST or PDT, as the case may be, on a Business Day.

“**Documentation**” means this Agreement, related agreements, terms of service, and policies, as included and referred in this Agreement.

“**Muniworth Innovations**” means Muniworth Innovations Inc. d/b/a Waterworth with a corporate records office at 201-19 Dallas Road, Victoria BC, V8V 5A6, a company incorporated in British Columbia.

“**Effective Date**” means the date of Your acceptance of the terms under the Agreement.

“**Force Majeure Event**” means an event, or series of related events, that is or are reasonably unforeseeable or outside the reasonable control of the party affected, and which include(s):

1. failure of the internet or any public telecommunications network;
2. cyber attack;
3. denial of service attack;
4. virus or other malicious software attacks;
5. power failures;
6. industrial disputes affecting any third party’s services to Muniworth Innovations in relation to Muniworth Innovations fulfilling its obligations under the Agreement;
7. a World Health Organization declaration of a Pandemic;
8. natural disasters including explosions, fires, earthquakes, floods and the like; and,
9. riots, terrorist attacks, wars and the like.

“**Hosted Service**” means the following cloud-based services through Muniworth®:

1. the financial management and utility rates analytical tools and services made available by Muniworth® through Your account;
2. all software, services, data, text, images, sounds, video and content made available through Your account, including all additions or updates thereto which are made from time to time and made available through the Documentation; and
3. all related information made available through the Documentation.

“**Intellectual Property Rights in Muniworth®**” means all rights, title and interest, including copyright, patent, trade secret, and all other intellectual property rights, regardless of whether those rights have been registered or otherwise publicly recorded or recognized, and wherever in the world those rights may exist, in Muniworth® and related documentation, videos, FAQs, web sites, trade-marks, service marks, logos, domain names, taglines, names and other materials that accompany Muniworth®.

“**Maintenance Service**” means the general maintenance of the Hosted Service and the Site and the application of Updates and Upgrades.

“**Means of Contact**” means the methods of contacting Muniworth Innovations as provided on the Site under the “Contact Us” section.

“**Merchant Bank**” means a merchant bank or other entity qualified to process online credit card payments.

“**Modifications**” means the addition or removal of features or functionality of Muniworth® or the change of their behaviour.

“**Modified Version**” means any or all revised versions of Muniworth® following the Modifications being performed.

**“Reseller”** means an independent reseller of the Hosted Service, with the non-exclusive right to market, promote and resell the Services.

**“Sales Taxes”** means federal, state, provincial or local sales, use, value added or similar taxes.

**“Services”** means the total services provided by Muniworth Innovations to You under the Agreement, which comprise both the Hosted Service and the Support Service.

**“Service Fee”** means the amount which may be modified from time to time which You must pay to maintain Your Subscription.

**“Site”** means the website at which Muniworth Innovations provides You access to Your Account.

**“Support Service”** means:

1. Technical support on using Muniworth®;
2. Technical support on navigating the Site and inputting Your Data into Muniworth®; and
3. Does not mean technical support at your site.

**“Supported Web Browser”** means current versions of Google Chrome.

**“Term”** means the term of the Agreement which continues into full force and effect, commencing on the Effective Date and ending on termination pursuant to Clause 24 of this Agreement.

**“Unwanted Information”** means:

1. any information held in confidence by You until the record is released to the public as lawfully authorized or required;
2. information considered in any part of Your internal meetings, including committee meetings, that was lawfully closed to the public, until the organization or its committees discuss the information at a meeting that is open to the public or releases the information to the public; and
3. any information You regard as confidential or commercially sensitive.

**“Update”** means a hotfix, minor version updates to the Site, or minor version updates to Muniworth and the Site.

**“Upgrades”** means a major version update to the Site or major version update to Muniworth.

**“Muniworth®”** means Muniworth® or Waterworth® which is the online software through which Muniworth Innovations provides You with the Hosted Services.

**“You or Your”** means any of the following:

1. The organization who is subscribing to use Muniworth under the Agreement; and
2. Your Members You have authorized pursuant to Clause 4 to access Your Account and use the Hosted Service.

**“Your Account”** means the account allowing You to access and use the Hosted Service.

**“Your Credit Card”** means a valid VISA, MasterCard, or American Express credit card of which You are the holder that is accepted by a Merchant Bank.

**“Your Credit Card Information”** means Your Credit Card’s identifying information which is used by vendors to process payments against Your Credit Card.

**“Your Data”** means any and all of Your Information that You input or upload into the Site through Your Account for the purposes of Muniworth generating Your Results.

**“Your Information”** means information you upload to the Site, including, Your Organization Information, Your Technical Information, Your Data, but does not include Unwanted Information.

**“Your Members”** means Your employees, directors, officers, or affiliated companies and the like. This excludes agents and consultants you may engage from time to time.

**“Your Organizational Information”** means Your name, contact information, postal code/zip code, e-mail address which you use to do business with Muniworth Innovations, Your Credit Card Information or the like, which You provide to Muniworth Innovations in connection with Your Subscription.

**“Your Results”** means the results that are produced by Muniworth® based on Your Data.

**“Your Subscription”** means Your enrollment in and access to the Services.

**“Your Subscription Period”** means the duration of time that Your Subscription runs.

**“Your Suggestions”** means communications You transmit to Muniworth Innovations with the aim of assisting Muniworth Innovations in improving the Hosted Services or marketing of the Hosted Services.

**“Your Technical Information”** means technical information that may include Your IP address of your computer and which browser You used to view the Site, Your operating system, resolution of screen, location, language settings in browsers and the like.

## 2. Parties

2.1 The Agreement is between Muniworth Innovations and You.

## 3. Agreement

3.1 This is a binding agreement for the terms of service for Muniworth<sup>®</sup>, whether you acquired the Services directly through Muniworth Innovations or a Reseller.

3.2 It is important that You read all of the terms of the Agreement and agree to each and every term of the Agreement. If You do not agree to each and every term of the Agreement, Muniworth Innovations does not authorize You to use Muniworth<sup>®</sup>.

3.3 Every time you pay the Service Fee, You are confirming Your agreement to the terms of the Agreement.

## 4. Users

4.1 You are entitled to authorize an unlimited number of Your Members to use the Service under Your Subscription.

4.2 It is Your responsibility to decide which of Your Members are permitted to login, upload and download data through Your Account.

4.3 You must register each of the selected Members, and any changes of selected Members under Your Account.

4.4 To be eligible to enter into the Agreement You represent and warrant that You:

4.4.1 are not a competitor of Muniworth Innovations; and

4.4.2 are not using Muniworth<sup>®</sup> for reasons that are adverse to, or can reasonably be expected to compete with Muniworth Innovations.

4.5 If you are one of the types of users described in Schedule A to the Agreement, the additional provisions related to Your user type as set out in Schedule A will apply to this Agreement.

## 5. Intellectual Property Rights in Muniworth<sup>®</sup>

5.1 Muniworth<sup>®</sup> is not sold to You through the Agreement. You agree that no Intellectual Property Rights in Muniworth<sup>®</sup> are transferred to You through the Agreement. If You are ever held or deemed to be the owner of any Intellectual Property Rights in Muniworth<sup>®</sup>, then You hereby irrevocably assign to Muniworth Innovations all such rights, title and interest and agree to execute all documents necessary to implement and confirm the letter and intent under the Agreement.

5.2 Your right to use Muniworth<sup>®</sup> is subject to and limited by the terms of the Agreement. Muniworth Innovations reserves all rights not expressly granted to You in the Agreement. The Agreement does not grant You any rights except for those specifically identified under the Agreement.

## 6. The Services

6.1 Muniworth Innovations shall provide You with the Services only while Your Subscription is valid and fully paid.

## 7. The Hosted Service

7.1 Muniworth Innovations shall provide You with the Hosted Service only while Your Subscription is valid and fully paid.

7.2 Muniworth shall generate Your Account and provide You with the login details required for You to access Your Account within a reasonable time following Your initial payment of the Service Fee.

## 8. The Support Service

- 8.1 Muniworth shall also provide You with the Support Service only while Your Subscription is valid and fully paid.
- 8.2 You may initiate requests for the Support Service in one of the following ways:
  - 8.2.1 by making an online request through the support system included in Your Account; or
  - 8.2.2 by contacting Muniworth's technical support team during Business Hours.
- 8.3 Muniworth shall not provide You with technical support at Your site under the Agreement.

## 9. Type of Rights Granted

- 9.1 Subject to the terms of the Agreement, Muniworth grants You a non-transferable, non-assignable, revocable and non-exclusive right to use Muniworth, solely for Your operations.
- 9.2 The grant of the right under Clause 9.1 is conditional upon Your compliance with the terms of the Agreement, including payment of the Service Fee at every instance it becomes due.
- 9.3 You have no right to access Muniworth's code either during or after the Term.

## 10. Responsibility for Your Account

- 10.1 You are responsible for any and all activities that occur under Your Account.
- 10.2 You are responsible for the accuracy and adequacy of Your Personal Information.
- 10.3 You are responsible for all information, including Your Personal Information, data, text and other materials that You put into Muniworth.
- 10.4 You are responsible for any intellectual property or other liability issues connected to Your use or storage of that information.
- 10.5 You may not use the account, username, or password of someone else.

## 11. Proper Use

- 11.1 You will use Muniworth in accordance with this Agreement.
- 11.2 You will use only a Supported Web Browser to access Muniworth.
- 11.3 If directed by Muniworth, You will apply the settings to the Supported Web Browser.
- 11.4 You will upload Your Data in a format as directed by Muniworth.

## 12. Improper Use

- 12.1 You shall not misuse Your Subscription.
- 12.2 Without limiting the application of Clause 12.1, You shall not:
  - 12.2.1 copy or reproduce Muniworth or any of its source code for any purpose;
  - 12.2.2 use or transmit any of the Muniworth HTML, cascading style sheets or other source code that may be viewable for any purpose other than Your personal use of Muniworth;
  - 12.2.3 rent, lease, loan, license, sublicense, sell, resell, transfer, assign, distribute, time share, provide service bureau or commercial hosting services or otherwise commercially exploit or make Muniworth available to any third party;
  - 12.2.4 charge a fee to other users for the use of Muniworth or charge a fee to those users for access to general services which might include access to Muniworth;
  - 12.2.5 modify, adapt or create derivative works based upon Muniworth, its design or its "look and feel", in whole or in part;
  - 12.2.6 reverse engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human perceivable form any of Muniworth in any way;
  - 12.2.7 permit third parties to use Muniworth in any way that would constitute a breach of this license agreement;
  - 12.2.8 modify another website or URL so as to falsely imply that it is associated with Muniworth;
  - 12.2.9 use Muniworth to process data on behalf of any third party; or

- 12.2.10 use Muniworth in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of Muniworth and its components.
- 12.3 You will not violate or attempt to violate any security features of Muniworth, including:
  - 12.3.1 accessing content or data not intended for You, or logging into an account that You are not authorized to access;
  - 12.3.2 attempting to probe, scan, or test the vulnerability of Muniworth, or any associated system or network, or to breach security or authentication measures without proper authorization;
  - 12.3.3 using any “bots”, “spiders”, scripts, or other similar devices or processes in connection with Muniworth;
  - 12.3.4 interfering or attempting to interfere with service to any user, host, or network, including by means of submitting a virus to the Muniworth website, overloading, “flooding”, “spamming”, “crashing” or “distributed denial of service” attacks;
  - 12.3.5 using Muniworth to upload, post, host, or transmit unsolicited email, “spam”, short message service “SMS” messages, viruses, self-replicating computer programs, “worms” or any code of a destructive or malicious nature; or
  - 12.3.6 forging any TCP/IP packet header or any part of the header information in any email or in any posting using Muniworth.
- 12.4 You will not use Your Subscription in any manner which may infringe the copyright or intellectual property rights of others, or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of the Agreement.

### **13. Ownership of Your Data**

- 13.1 You own Your Data and Your Results.
- 13.2 Muniworth claims no ownership rights whatsoever, by express or implied lien, operation of law, or otherwise, in Your Data and Your Results, except for any and all parts of Your Data that was or were owned by Muniworth prior to Your uploading that part of Your Data or otherwise owned by Muniworth.
- 13.3 Despite Clause 13.1, access to and availability of Your Data and Your Results is at all times completely subject to the terms of the Agreement.

### **14. Anti-Spam**

- 14.1 Muniworth may provide You with messages by email, fax or regular mail, or directly to Your Account, and such communications do not constitute unsolicited mail or breach any “do not communicate” or applicable legislation in the United States of America or Canada.
- 14.2 By using any of our services, we assume you have given us implied consent to receive the products and services and information relevant to them including service notifications, personalized content and services, relevant advertising, and other communications regarding our products and services.

### **15. Upload, Collection, Use and Privacy of Your Information**

#### **Unwanted Information**

- 15.1 Given the limited scope of Muniworth’s capabilities and purpose as outlined under the Hosted Service Specifications, the Hosted Service does not require You to upload Unwanted Information onto the Site in order for Muniworth to generate Your Results. Do not upload Unwanted Information.
- 15.2 If You upload Unwanted Information to the Site, Muniworth accepts no liability for any damage that results from you uploading any and all Unwanted Information.

#### **Your Organizational Information**

- 15.3 You must upload Your Organizational Information to the Site.
- 15.4 Muniworth will only use Your Organizational Information to manage Muniworth’s business relationship with You.
- 15.5 Muniworth will collect Your Organizational Information when you are doing business with Muniworth, including subscribing to the Service. Typically, You will know when we collect Your Organizational Information because you will be asked to provide us with Your Organizational Information.

- 15.6 You may also provide Your Organizational Information by posting on the Site for the purposes of making an inquiry through the Site. In such a circumstance, Muniworth will only use Your Organizational Information in such circumstance in order to answer Your questions and requests, to provide You with the information or services which You have requested.
- 15.7 Our head office is located in Victoria, British Columbia, Canada. Our electronic business records are maintained on secure servers in the United States of America (for American and other users) or Canada (for Canadian users). Any electronic records generated during Your Subscription will be maintained on those servers. Your Organizational Information we manage may be processed in Canada. Your Organizational Information may be available to government authorities under lawful orders and laws applicable in the country in which it is processed and stored. We will take all steps reasonably necessary to ensure that Your Organizational Information is treated securely and in accordance with the terms of the Agreement, British Columbia and Canadian law.

#### **Your Technical Information**

- 15.8 When You use the Site, Muniworth may collect, using electronic means, Your Technical Information. Muniworth may aggregate and use Your Technical Information to measure and improve the effectiveness of the Site. Muniworth will not attempt to combine this technical data with other personal or confidential information Muniworth may collect on the Site.

#### **Your Data**

- 15.9 During your term as a subscriber, Muniworth, including any of its employees or agents, will have the right to use Your Data and Your Results for the purposes of testing and improving Muniworth.
- 15.10 Neither Muniworth, including any of its employees or agents, nor anyone acting on its behalf will access Your Data or Your Results in a manner or with intent to identify individuals, unless:
- 15.10.1 required or permitted to do so by law, valid search warrant or court order (or equivalent); or
  - 15.10.2 requested to do so by You or someone with Your authorization, provided that if You request Muniworth to provide You with technical support on an issue relating to Your Data or Results, that will be taken as a request by You to access Your Data or Your Results for that limited purpose.
- 15.11 Muniworth may aggregate Your Data and/or Your Results to facilitate benchmarking to improve the quality of the Services.

#### **Protection of Your Information**

- 15.12 Muniworth will use reasonable security measures to protect Your Information against unauthorized access. Muniworth is not responsible for taking any security measures to protect Unwanted Information against unauthorized access.
- 15.13 Muniworth has a contractual relationship with a third party cloud hosting provider, Microsoft Azure Platform, for the operation of the Site, including the secure storage and transmission of Your Data. Muniworth may change its third party cloud hosting provider or the location at which Your Data is stored at its sole discretion. For Canadian users, Your Data will only be stored in locations in Canada. For American and other users, Your Data will be stored in locations in the United States of America, but may be processed in Canada.
- 15.14 Your Information is stored on a secure server. Your Information is stored in protected format, and provided Your browser supports it, it is 256-bit encrypted (using TLS 1.2) during transmission from its storage facility to You when You access it. We reserve the right to update these standards.
- 15.15 Your Information is stored in a separate database, and is not merged with the data of any other customer of Muniworth.
- 15.16 If Muniworth is served with a legal request to produce or disclose any of Your Information, such as by subpoena or court order, Muniworth will endeavor to notify You of the disclosure request so as to provide You with the opportunity to intervene, unless Muniworth is prohibited from doing so by law.
- 15.17 In the event You wish to maintain Your own backup or a snapshot of Your Data and Your Results saved on Muniworth as of a specific date, contact the Muniworth support team for assistance. An additional fee may be applicable.

- 15.18 You are responsible for taking reasonable steps to access Your Information in a manner that protects its security. This includes that You are responsible for using secure Internet connections.
- 15.19 You may request Muniworth to have Your Information stored on any server available through Microsoft Azure. However, it is at Muniworth's discretion whether to approve such a request.

## 16. Security of Passwords

- 16.1 The password that You use to access Muniworth is a critical part of the security for Your Data and Your Results. You will be entirely responsible for establishing a secure password and protecting its confidentiality.
- 16.2 You will use best practices in creating a unique password, changing it frequently and keeping it confidential. Your password should be long, with a combination of upper and lower case characters, numbers and symbols.
- 16.3 If You become aware of any unauthorized use of Your password or of Your Account, or any suspicion that Your password has been lost, stolen, compromised or misused, You will immediately notify Muniworth through the Means of Contact.
- 16.4 Muniworth shall not be liable for any loss that You incur as a result of someone else using Your password, either with or without Your knowledge. You will not claim from Muniworth, its employees, officers, directors, affiliated companies, and contractors for any damages, losses, liabilities, costs and expenses resulting from such use.

## 17. Payment of the Service Fee

- 17.1 Your Subscription Period is annual unless you are a type of user set out in Schedule A.
- 17.2 You will pay the Service Fee for each of Your Subscription Periods on an annual basis in advance of the year to which the Payment applies, unless otherwise specified in the purchase orders/invoices.
- 17.3 The payment of any renewal Service Fee will be due annually on the anniversary of the beginning of Your Subscription Period.
- 17.4 You will make the payment of the Service Fee by check, electronic bank payment, or by inputting Your Credit Card Information in the appropriate online payment form. Muniworth will subsequently process the payment of the Service Fee through the Merchant Bank, which is compliant with payment card information ("PCI") standards.
- 17.5 For Your Subscription Period which follows, You must make the payment of the Service Fee in order to continue Your Subscription for the following year.
- 17.6 The valid credit card will be charged automatically in the amount of the Service Fee every year as your Service Fee becomes due until You notify Muniworth by the Means of Contact that:
- 17.6.1 You wish to terminate Agreement in accordance with the clause on termination below; or
  - 17.6.2 You wish to use a different credit card for subsequent payments.
- 17.7 Muniworth does not collect or retain Your Credit Card information. The information is collected and stored securely by a PCI-compliant Merchant Bank. The Merchant Bank will validate Your Credit Card, and then charge the Service Fee to Your Credit Card each year during the currency of Your Subscription. You permit Muniworth to process Your Credit Card Information and related billing information through the Merchant Bank for the purpose as described above.
- 17.8 You are responsible for keeping Your Credit Card Information up to date. As changes to Your Credit Card Information occur, You must inform Muniworth.
- 17.9 You agree that if for any reason Your Credit Card fails to be successfully processed for payment of the Service Fee, and thirty (30) days passes, Your ability to log into Your Account or use Muniworth may be suspended until Payment is made in full.
- 17.10 Muniworth may change the Service Fee for the immediately subsequent period at any time at its sole discretion, provided it notifies You of any such change in advance. Upon receiving such a notification, You have the option of continuing Your Subscription for a subsequent period or cancelling it for a subsequent period. If you do not wish to renew your Subscription under the new pricing, You must notify Muniworth not to renew Your Subscription in accordance with Clause 24.

- 17.11 The Service Fee does not include any Sales Taxes. If Muniworth is required by law or the administration thereof to collect any Sales Taxes from You, then You shall pay such Sales Taxes to Muniworth concurrently with the payment upon which the Sales Taxes are calculated. If Muniworth is not required by law or the administration thereof to collect applicable Sales Taxes from You, then You shall be solely responsible for reporting and remitting such Sales Taxes to the appropriate governmental authority.
- 17.12 If the total data stored in Muniworth by You exceeds 10 GB, You will incur additional charges that will be made available from time to time and published on the Site.
- 17.13 Any accrued but unpaid Service Fees may also accrue late charges at the rate of 18% per annum calculated at 2% of the balance per month, or the maximum rate permitted by law, whichever is lower, and You give Muniworth permission to charge Your Account for such accrued and unpaid fees at any time when or after they have accrued. You will be liable for all costs of collection incurred by Muniworth including, collection agency fees, reasonable attorney's fees and court costs if You fail to comply with the payment obligations set forth herein.
- 17.14 If you cancel Your Subscription, as provided under Clause 24 of the Agreement, Your Subscription will remain active for Your Subscription Period that is current. You will not be charged for Your Subscription Period that would otherwise follow. Any Service Fee You have paid is non-refundable, unless otherwise provided under the Agreement.

## 18. Uptime Guarantee

- 18.1 Muniworth will make reasonable efforts for Muniworth to be available to You at least 99.9% of the time for the year of Your Subscription (the "Uptime Guarantee"), subject to the exceptions under the Agreement, including under Clause 18.2.
- 18.2 The following are excluded from the Uptime Guarantee:
- 18.2.1 Maintenance Service of which Muniworth has notified You;
  - 18.2.2 events beyond Muniworth's reasonable control;
  - 18.2.3 failure of Your internet access or any intermediate transit providers;
  - 18.2.4 any acts or omissions by or on behalf of You that cause Muniworth to be unavailable;
  - 18.2.5 Services, hardware or software under Your control and responsibility the performance of which causes Muniworth to be unavailable; and
  - 18.2.6 any Force Majeure Event.
- 18.3 Muniworth will endeavor to provide Maintenance Service at a time that will inconvenience the fewest customers possible;
- 18.4 The Uptime Guarantee is not available to You if Your Subscription is not fully paid.
- 18.5 If in any year Muniworth fails to maintain Muniworth at or better than the Uptime Guarantee, it is agreed that Your compensation for this failure will be limited to the amounts set out in Clause 19 below.
- 18.6 Muniworth seeks to make the Site as accessible as possible. If You have any problems accessing the Site or its content, You must contact Muniworth through the Means of Contact.

## 19. Refunds & Credits

- 19.1 If Muniworth fails to maintain the Uptime Guarantee, You will be entitled to a credit on the following basis:
- 99% or better uptime (as calculated on an annual basis): 2% credit
  - 95% - 98.9% uptime (as calculated on an annual basis): 10% credit
  - 90% - 94.9% uptime (as calculated on an annual basis): 20% credit
  - 80% - 89.9% uptime (as calculated on an annual basis): 30% credit
  - 79.9% or less uptime (as calculated on an annual basis): 50% credit
- 19.2 Credits for lack of availability are limited to the total amount of Service Fees paid by You to Muniworth for the year in which Muniworth fails to comply with the Uptime Guarantee.
- 19.3 To receive credits, You must submit a request for credits to Muniworth by email or other written communication within 10 business days of resolution of the service unavailability incident for which credits are requested.

19.4 Any credits will be applied upon renewal of Your Subscription and will appear as a discount on Your Subscription rate.

## **20. Your Suggestions**

20.1 Muniworth encourages and welcomes Your Suggestions. You may provide Your Suggestions through the Means of Contact. In providing Muniworth with Your Suggestions, You acknowledge and agree that you are not infringing anyone else's intellectual property.

## **21. Compensation for Use of Your Data, Your Results and for Your Suggestions**

21.1 You recognize and agree that Muniworth will not compensate You for any or all of Your Suggestions.

21.2 You recognize and agree Muniworth is not obligated to compensate You for authorizing Muniworth's use of Your Data or Your Results pursuant to Clause 15.

## **22. Intellectual Property from Your Suggestions and Use of Your Data**

22.1 Any intellectual property in Your Suggestions or arising from solutions Muniworth may develop from Your Suggestions will pass wholly to Muniworth.

22.2 Any intellectual property that arises from Muniworth's use of Your Data or Your Results pursuant to Clause 15.8 or otherwise permitted under the Agreement will be solely the property of Muniworth and not You.

## **23. The Modifications**

23.1 Muniworth may from time to time make Modifications.

23.2 Muniworth is permitted to make Modifications with or without notifying You.

23.3 Your continued use of Muniworth after any of the Modifications being performed constitutes acceptance of the Modified Version and Your agreement to use Muniworth under the terms of the Agreement.

## **24. Cancellation and Termination**

24.1 You may terminate the Agreement at Your sole discretion for any reason at any time by requesting in writing to cancel Your Subscription to support@Muniworth.com. Muniworth will not charge You for cancelling Your Subscription. Your Subscription will end on the date of expiration of Your Subscription Period.

24.2 Muniworth may terminate the Agreement in its sole discretion for any reason and at any time. Subject to the Agreement, Muniworth will provide thirty (30) days' notice prior to terminating the Agreement. Muniworth will reimburse you pro-rata for the full unused period of Your Subscription, except for specific circumstances provided under the Agreement.

24.3 Without limiting the foregoing, Muniworth may terminate in its sole discretion the Agreement at any time, without further notice to you, if in good faith, Muniworth believes you have failed to comply with any of the terms of the Agreement, including if you fail to pay the Service Fee, provided that Muniworth first provides you with written notice of such failure and a 10-day period to cure the failure. Any such termination by Muniworth shall be in addition to and without prejudice to such other legal rights and remedies as may be available, including injunction and other equitable remedies.

24.4 Your Subscription ceases on the date the Agreement is terminated. Muniworth may cease Your access to Your Account as soon as on the date the Agreement has been terminated.

24.5 Upon termination of the Agreement for any reason, whether terminated by You or by Muniworth, You will no longer have a right to access Your Account.

24.6 Upon termination of the Agreement for any reason, whether terminated by You or by Muniworth, all Your Data and Your Results are subject to deletion and in all cases may be irrevocably deleted and destroyed at the discretion of Muniworth. Accordingly, prior to You cancelling Your Subscription, it is extremely important that You plan ahead and remove any of Your Data and Your Results that You wish to use or have access to in the future. Upon Your request, the Muniworth support team will provide You with instructions for obtaining a copy of Your Data and Your Results at any time while Your Subscription is valid, or will assist You in doing so, for an additional fee.

24.7 Muniworth shall not be liable for any damages resulting from any termination of the Agreement.

- 24.8 You will not be charged again for the subsequent billing period if the Agreement is cancelled prior to the end of the current billing period.

#### **24 Cancellation and Termination (Extended Term Subscription)**

- 24.9 You may terminate Your Subscription at any time. Upon termination, Muniworth will reimburse You pro-rata for the remaining unused years of the Subscription, calculated at a rate of 75% of the remaining balance of the Subscription Fee for the unused years.
- 24.10 Termination by You must be communicated in writing to support@Muniworth.com. Once the termination request is received and processed, Muniworth will initiate the refund process as per the terms outlined in the Agreement.
- 24.11 The refund amount shall be calculated based on the number of full years remaining in the Multi-Year Subscription, multiplied by 75% of the annual Subscription Fee.

#### **25. Effects of Termination**

- 25.1 Where possible, the provisions of this Agreement shall survive any cancellation or termination of the Agreement.
- 25.2 The termination of the Agreement shall not affect any accrued rights of either party.

#### **26. Warranties, Acknowledgments and Warranty Limitations**

- 26.1 You acknowledge that use of Muniworth is at Your sole risk, subject to the terms of the Agreement.
- 26.2 You acknowledge that Muniworth is complex software, and as such, may never be wholly free from defects, errors and bugs.
- 26.3 Muniworth gives no warranty or representation that the Hosted Service will be wholly free from defects, errors and bugs, subject to the other terms of the Agreement.
- 26.4 You acknowledge that no method of transmission over the Internet, or method of electronic storage, is 100% secure.
- 26.5 You acknowledge that unsecure connections, such as public access wireless connections, are more open to malicious interception.
- 26.6 While Muniworth strives to use reasonable means to protect Your Data and Your Results, Muniworth does not warrant or make any representations that Muniworth is absolutely secure.
- 26.7 Muniworth does not warrant or make, and expressly disclaims, any representations, covenants or conditions, express or implied, regarding the use or the results of the use of Muniworth or related materials or services in terms of their correctness, accuracy, reliability, suitability for any particular purpose, ability to meet any particular requirements, expectations or otherwise. No oral or written information, representation or advice given by Muniworth or a Muniworth representative shall create a warranty or increase the scope of this warranty.
- 26.8 Except as provided herein, Muniworth and related material are provided "As is, as available and with all faults," without warranty or condition of any kind, including the implied warranties or conditions of merchantability, merchantable quality, non-infringement and fitness for purpose, or any implied representations or warranties arising out of course of performance, course of dealing or usage of trade. Muniworth does not warrant that Muniworth will meet Your requirements, will be compatible with Your computer or related equipment, or software, or that Muniworth and its operation will be accurate, valid, reliable, authentic, current, or complete, or will continue to operate, operate without interruptions or be error-free. In addition, Muniworth makes no representation, warranty, condition or covenant that the Muniworth service and software are appropriate or available for use at any location. Accessing the Muniworth service and software from locations where their contents are illegal is prohibited. Those who choose to access Muniworth from locations other than Canada or United States of America do so on their own initiative and are responsible for compliance with local laws.
- 26.9 In no event shall Muniworth be liable to you or to any third party for any direct, indirect, special or consequential damages, punitive damages, exemplary damages, lost profits, loss of use or loss of data, whether foreseeable or not, even if advised of the possibility thereof. This limitation and exclusion applies irrespective of the cause of action, including breach of contract, negligence, strict liability, tort or any other legal theory and shall survive a fundamental breach.
- 26.10 Muniworth is not responsible for problems that may occur as a result of any incompatibility between

Muniworth and any other software or hardware. You assume responsibility for selecting Muniworth to achieve Your intended purposes, for making backups of Your Data and Your Results regularly, and for choosing, maintaining and matching Your hardware, operating system software and other applications software. Muniworth cannot guarantee that Muniworth will be uninterrupted, timely, secure, virus-free, error-free or have any errors corrected. Muniworth is not responsible for any losses that You may suffer, whether foreseeable or not, as a consequence of the use or failed function of Muniworth, or as a result of any unauthorized access to Muniworth or third party interference with Muniworth, or as a result of any modification to Muniworth, or as a result of the termination of your license to access Muniworth, including business interruption, lost business, lost billable hours, lost data, fees for third party consulting or services for configuring, customizing or troubleshooting Muniworth, the cost of substitute software or services, or the cost of transitioning to substitute software or services.

- 26.11 You acknowledge that Muniworth will not provide any advice under the Agreement, and that Muniworth is merely a calculation tool used to generate Your Results. Any additional interpretation or modelling based on Your Data and/or Your Results will be at an additional fee and under a separate consulting agreement with Muniworth or a related party.
- 26.12 You agree that the warranties herein supplant and replace any oral or written warranty You may have otherwise received.
- 26.13 The warranty limitations, disclaimers, and other legal protections applicable to Muniworth herein may be asserted in full by its employees, officers, directors, and affiliated companies, and each are intended beneficiaries of such protections.
- 26.14 Subject to applicable law, You will seek to recover from Muniworth only direct or proximately caused damages, and not seek other damages including consequential, lost profits, special, indirect or incidental damages.
- 26.15 You, to the extent permitted by law, and Muniworth each agree to indemnify, hold harmless and defend the other and its officers, directors, members, employees, affiliates, shareholders, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from your use of Muniworth, your breach of any terms and conditions of this Agreement, or your use of Muniworth in violation of any applicable law or Clause of the Agreement by (or knowingly and actively assisted by) You.
- 26.16 Without limiting the foregoing or any other liability limitation of the Agreement in any way, if You are a local government in California, Muniworth does not warrant or make, and expressly disclaims, any representation, covenant or condition, express or implied, that Your Results or any utility services fees or charges based on Your Results comply with the requirements of California law, including but not limited to articles XIII through XIII D of the California Constitution. Upon a legal challenge to utility service fees or charges based on Your Results, You agree to defend with counsel reasonably acceptable to Muniworth, and to the extent permitted by law, indemnify and hold harmless Muniworth, its employees, officers, directors, affiliated companies, and contractors as to that legal challenge.

## 27. Possible Exception

- 27.1 Some jurisdictions do not allow the exclusion of implied warranties, so the exclusions provided under the Agreement may not apply to You. In that event, any implied warranties are limited in duration to thirty (30) days from the date of Your first login to Muniworth. This provision gives You specific legal rights, and You may have other rights which vary by jurisdiction.

## 28. Remedies

- 28.1 For Muniworth's entire liability to You or any other party for any claim, demand or action arising from or related to the Agreement or Your use of Muniworth, whether in contract, warranty, tort including gross or other negligence, product liability, patent or copyright infringement or any other theory whatsoever, including the matters set out in Clause 15 above, Your exclusive remedies shall be:
- 28.1.1 refund of the Service Fee that You have paid for Muniworth, for the month preceding the date You notify Muniworth of any claim, provided You notify Muniworth of the issue within thirty (30) days of the incident that gives rise to it;
  - 28.1.2 your contractual remedies set out in Clause 19; and
  - 28.1.3 termination of the Agreement.

## 29. Claims

- 29.1 You shall not make any claims against Muniworth, its employees, officers, directors, affiliated companies, and contractors for any damages, losses, liabilities, costs and expenses or court fees, arising out of or in connection with Your use of Muniworth, whether direct or indirect, including data loss, business interruption, computer “viruses”, intellectual property infringement or issues arising out of communicating data over the Internet.
- 29.2 Clauses 28 and 29 allocate the risks and remedies under the Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into the Agreement.

## 30. Changes to the Agreement

- 30.1 The terms of the Agreement may be changed by Muniworth in its sole discretion at any time upon notice to You.
- 30.2 If any changes are made to the Agreement by Muniworth, such changes will:
- 30.2.1 only be applied prospectively; and
  - 30.2.2 not be specifically directed against You but will apply to all similarly situated Muniworth subscription holders.
- 30.3 You may terminate the Agreement within 30 days of being provided with updates to the Agreement if any change to the Agreement is unacceptable to You, and such termination shall be Your sole remedy for any such changes to the Agreement.
- 30.4 You agree that, if You continue to use Muniworth after Muniworth notifies You of any changes to the Agreement, You are thereby accepting the revised terms of the Agreement.
- 30.5 No communication by You, whether written or oral, will change the terms of the Agreement.

## 31. Miscellaneous

- 31.1 Muniworth may assign the Agreement and any rights granted thereby in their entirety to any purchaser of all or substantially all of its business or assets or to any subsidiary or other affiliate of Muniworth.
- 31.2 You may not assign the Agreement or transfer, export or grant a sub-subscription of Muniworth or the subscription contained herein to any other party unless authorized by Muniworth in writing.
- 31.3 Muniworth may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run Muniworth. For Canadian users, Your Information will be stored within Canada. For other users including American users, Your Information will be stored within the United States of America. Your Information may be subject to access by the regulatory authorities of such jurisdictions, pursuant to the law of such jurisdictions.
- 31.4 The failure of Muniworth to enforce any provision of the Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. No waiver of any breach of any term of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of the Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 31.5 Muniworth may provide functionality in Muniworth that facilitates access to third party applications or services. Muniworth is not responsible for the operation or support of any such third party applications. Further, Muniworth may include hyperlinks to other websites or resources. Muniworth may have no control over any applications, services, websites or information connected to these links. You agree that Muniworth is not responsible for the availability of any such external applications, services, sites or resources, and does not endorse any advertising, products or other materials on or available from such applications, services, websites or resources. Muniworth is not liable for any loss or damage which You may incur as a result of the availability of those external applications, services, websites or resources, or as a result of any reliance You place on anything contained on or on these applications, services, websites or resources.
- 31.6 In the event that one or more of the provisions of the Agreement is or are found to be illegal or unenforceable, the Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect.
- 31.7 The Agreement, including the agreements and schedules, referenced herein as being incorporated by reference, is the entire agreement between Muniworth and You pertaining to Your right to use

Muniworth, and supersedes all prior, collateral or contemporaneous oral or written representations or agreements regarding such subject matter.

- 31.8 No representations made by Muniworth's resellers, sales agents, marketing materials or otherwise shall apply should they conflict with the Agreement in any way .
- 31.9 With regard to language, the parties declare that they have required that the Agreement and all documents related hereto, either present or future, be drawn up in the English language only.
- 31.10 "Including" where used herein shall mean "including without limitation".
- 31.11 If You are acting on behalf of any unit or agency of the government of the United States of America, You agree that Muniworth is provided with restricted rights. Use, duplication, or disclosure by the Government of the U.S.A. is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Software Restricted Rights at 48 CFR 52.227-19 as applicable. The software was developed exclusively at private expense, no part of it is in the public domain and is an unpublished work. The manufacturer is Muniworth Innovations Inc. with a corporate records office at 201-19 Dallas Road, Victoria BC, V8V 5A6.

### 32. Notices

- 32.1 All notices to You under the Agreement shall be deemed duly made if done by:
- 32.1.1 appearing through the announcement function under Your Account; or
  - 32.1.2 being sent to You by email at the email address that You use for logging into Your Account.
- 32.2 Unless otherwise provided for under the Agreement, all notices to Muniworth under the Agreement shall be deemed duly made if done by both:
- 32.2.1 certified mail or registered courier to: Muniworth Innovations Inc. c/o 201-19 Dallas Road, Victoria BC, V8V 5A6
  - 32.2.2 email to support@Muniworth.com

### 33. Disputes

- 33.1 Subject to the following, the Agreement shall be governed by the laws of the Province of British Columbia, Canada.
- 33.2 You agree that any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of British Columbia located in Victoria, British Columbia without regard to the principles of conflicts of law unless You are a public entity in the United States of America in which case this Agreement shall be governed by the state law where the defending party, whether You or Muniworth, is domiciled. Any dispute arising out of or in connection with this Agreement will, if not resolved by informal mediation between the parties, first be submitted to non-binding arbitration administered by the American Arbitration Association under its Non-Binding Arbitration Rules before the parties may initiate arbitration, litigation or some other type of dispute resolution process.
- 33.3 You acknowledge that You are a sophisticated consumer on the subject of laws and their applicability and You specifically agree to these dispute resolution terms. By using Muniworth, You acknowledge that You have read the Agreement and agree to be bound by its terms.
- 33.4 Each party had an opportunity to consult with legal counsel in negotiating this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

### 34. Counterparts; Electronic Signatures.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

## SCHEDULE A

## User Type

### Trial User or Demonstration User:

For trial and demonstration use (being a “Trial User” or “Demonstration User”), the following additional provisions apply:

1. You may not sell the Hosted Service, any results derived from Your use of the Hosted Service, or use the Hosted Service in a live operating environment.
2. Notwithstanding anything to the contrary in this Agreement, if you are a Trial User or Demonstration User, the Hosted Service is provided “AS IS” and no warranty, implied or express (including the Uptime Guarantee), applies to these versions.
3. Clause 1 of the Agreement is modified as follows:

“Service Fee” means the amount of \$0.00, unless otherwise specified by Muniworth.

4. Clause 24.2 of the Agreement is replaced with the following:

“Muniworth may terminate the Agreement in its sole discretion for any reason and at any time. Subject to earlier termination, if you are a Trial User, Your Subscription expires 90 days from the Effective Date, if you are a Demonstration User, Your Subscription expires 14 days from the Effective Date.”

### Third Party Service Provider:

In some cases, you may have retained a third party, like a project consultant or any person other than Muniworth, to access your Hosted Service. These persons are referred to as a “Third-Party User”. The following additional provision apply in this circumstance:

1. By the Third-Party User using the Hosted Service in connection with Your Subscription or in any event, the Third-Party User is acting as your legal agent and the Third Party User is deemed to have entered into this Agreement with Muniworth, and all terms of the Agreement that apply to “You” shall be deemed to apply to the Third-Party User *pari passu*.
2. If Your Subscription is used by a Third-Party User, the Third-Party User may have additional rights over Your account, like the ability to access or delete Your data. Please review any additional terms the Third-Party User provided You, as Muniworth has no responsibility regarding these additional terms or the actions of the Third-Party User.
3. Updates to Hosted Service may not be compatible with software or services provided by third-parties or Third-Party Users.



WATERWORTH™

# ANNUAL SUBSCRIPTION (COST OF SERVICE)

Features	Description	Annual Price
<ul style="list-style-type: none"> <li>• Cost of Service</li> <li>• Rate Design</li> <li>• Long Term Financial Model</li> <li>• Asset Replacement Schedule</li> <li>• Scenario Exploration</li> </ul>	<ul style="list-style-type: none"> <li>• Software Access For Water, Sewer &amp; General Fund Service Areas.</li> <li>• Unlimited Support and Advising Hours for Water, Sewer &amp; General Fund Services.</li> </ul>	\$11,890

**Total (USD): \$11,890**

### SIGNATURES

This Agreement is entered into by and between **Muniworth Innovations Inc.** and the **City of Tenino, WA.**

The parties acknowledge and agree that the **1-year subscription term begins on February 17th, 2026.** IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) written below.

#### For the Town of Eatonville, WA

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

#### For Muniworth Innovations Inc.

Name: Nicholas Fahey  
 Title: Account Executive  
 Signature: Nicholas Fahey  
 Date: February 10th, 2026

Subscription effective date is on the day of the Getting Started Meeting when user sign-in accounts are created. Renewal invoices will be sent 60 days before the anniversary of the effective date. **Prices set to increase by 5% per year.**