

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 26, 2021 at 6:00 p.m.

TWO WAYS TO PARTICIPATE:

1. **Join Zoom Meeting:** <https://us02web.zoom.us/j/83429950032>
Or call in at: (253) 215 8782, Meeting ID: 834 2995 0032
2. **In Person Meeting:** The Sawyers Room, at the Mill Building, 1808 Main Street, Lake Stevens, Washington 98258.

CALL TO ORDER		Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		City Clerk
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		Mayor
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS	A Proclamation for Pregnancy and Infant Loss Awareness Month – October, 2021	Mayor
GUEST BUSINESS	B Presentation from Washington State Department of Transportation – SR9/204 Project Update	Aaron/Erik M.
	C Presentation on 2022 State and Federal Priorities	Doug Levy, Outcomes by Levy
CONSENT AGENDA	D Vouchers	Barb
	E City Council Meeting Minutes of October 12, 2021	Kelly
	F City Council Meeting Minutes of October 19, 2021	Kelly
	G Contract with Motorola for Body Worn Cameras	Chief
	H Contract with Joe Powers for North Cove Water Tower Artwork	Russ/Jill
	I Amendment No. 1 to Agreement with Outcomes by Levy for Lobbying Services	Gene

ACTION ITEMS	I	Amendment to the Interlocal Agreement for Alliance for Affordable Housing	Russ
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DISCUSSION ITEMS	J	2022 Preliminary Budget Discussion	Mayor/Barb
	K	American Rescue Plan Act (ARPA) Authorized Uses	Barb

ADJOURN

THE PUBLIC IS INVITED TO ATTEND

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE: All proceedings of this meeting are recorded, except Executive Sessions and available on the City's YouTube Channel: <https://www.youtube.com/c/CityofLakeStevens>

Proclamation

WHEREAS, the 15th day of October is recognized in parts of the United States and in many other jurisdictions around the world, as a day of remembrance and awareness of pregnancy and infant loss;

WHEREAS, Lake Stevens wishes to acknowledge the profound grief experienced by families who suffer the death of a baby;

WHEREAS, increased awareness of the causes and impacts surrounding pregnancy and infant loss may lead to greater understanding, support and resources in communities across the nation;

WHEREAS, promoting awareness of the challenges faced by those parents and families is a positive means of establishing support and understanding.

NOW, THEREFORE, I, Brett Gailey, Mayor of the City of Lake Stevens, do hereby proclaim October 2021 as Pregnancy and Infant Loss Awareness month in the City of Lake Stevens and encourage parents, caregivers and all residents to become educated in opportunities to prevent pregnancy and infant loss and support bereaved families when prevention is not possible.

Brett Gailey, Mayor
Lake Stevens, Washington
United States of America



STAFF REPORT

Council Agenda Date: 10/26/21

Subject: WSDOT Project updates on SR204/HWY 9

Contact	Erik Mangold/Aaron Halverson	Budget	
Person/Department:	<u>Public Works</u>	Impact:	<u>N/A</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: N/A

SUMMARY/BACKGROUND:

WSDOT has been constructing the improvements of SR9 and SR204 since 2019. Phase one has been completed and Phase two began June 14, 2021 and is on-going. WSDOT will be providing a project overview informing Council on the history of this project, where they currently are, and what is left to be finished.

With Phase 3 nearing a start date, WSDOT would like to present to Council an update on the project timeline and inform of key dates within the project phase. The Phase 3 status update will include projected project milestone dates, timelines, and an emphasis on the traffic control needed for the roundabout construction.

As HWY 9 and SR204 are a main connection within Lake Stevens, the detailed plans for construction and routing of traffic during construction should be of interest to all involved in the council meeting.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

N/A

City of Lake Stevens -- 2022 State Legislative Agenda
Key-Priority Issues at a Glance – Impacting Lake Stevens Directly

Transportation Infrastructure

- **Pass a Transportation Investment Package:** Lake Stevens will actively support passage of a transportation revenue package – if not in a Special Session leading up to the 2022 Session, then *during* it. The City has appreciated efforts and leadership by its area legislators – especially Senate Transportation Chair Steve Hobbs (D-Lake Stevens/44th Dist.) – and will work toward a final package with Chamber and business groups, other local governments, labor groups, contractors, etc. In particular, Lake Stevens will promote funding and inclusion of the following projects – all of which were on the 2021 “Forward Washington” and “Miles Ahead Washington” lists – as well as direct distribution items, grant enhancements, and local options:

Projects –

- ❖ **U.S. 2 Trestle Improvements and Replacement:** Lake Stevens urges the Legislature to ensure that any package include \$1.8 billion+ to improve the U.S. 2 Trestle – and ultimately to replace the deteriorating westbound structure. The City will look for continued opportunities to emphasize the critical need to act on and fund the Trestle.
- ❖ **20th Street NE and Main Intersection:** The City requests \$1 million toward this key intersection to bring all major downtown roads together for better flow and access. Lake Stevens is starting a 10 percent design of this intersection and seeks state funds for right-of-way and construction. Project construction could be underway in Spring 2023.
- ❖ **Phase 2 of South Lake Stevens Road Multi-Use Trail:** The City requests \$3 million to continue the highly-popular South Lake Stevens Road multi-use path from 20th Street to State Route 9.
- ❖ **16th Street NE Centennial Trail Connector:** The City requests \$2.5 million for this project, which will help implement the Downtown Lake Stevens Subarea Plan and add multi-modal connections to the Centennial Trail.

Direct Distribution, Enhanced Funding for Grant Programs, Local Options

- **Key Components of any Transportation Package for Local Governments:** Lake Stevens will work closely with the Association of Washington Cities, individual cities, counties, and others to ensure any revenue package crafted in 2021 includes a direct distribution of new gas tax to cities and counties; enhanced funding for mission-critical grant programs such as the Transportation Improvement Board (TIB); and new local options that cities and counties can evaluate to address local roadway needs – particularly maintenance-driven ones.

Fiscal Matters – Revenue Relief and Flexibility

- **Idea of 1 percent local option excise tax:** Lake Stevens is exploring the idea of bringing to the 2022 Legislature a very narrowly-crafted local option excise tax that would be imposed on manufacturers and processors. Such a local option tax would be designed to assist cities such as Lake Stevens, which have very little manufacturing property within their jurisdictions and thus have very little incentive to accept new marijuana outlets or marijuana canopy. Lake Stevens hopes to form a coalition with area marijuana retailers to bring this idea forward in 2022.

Capital Budget/Quality of Life

- **Emergency Repairs to Cedarwood Clubhouse:** Lake Stevens requests \$250,000 to assist with emergency repairs of this facility, which will become a community recreation center for youth. The Cedarwood Clubhouse is within an apartment complex built in 1978 and including a 5,000-square-foot gymnasium and separate restroom facility. It was closed years ago over security and vandalism concerns and has been dormant since. However, after the Cedarwood Homeowners Association and Mercy Housing transferred the facility to Lake Stevens in 2021 for public park purposes, the city began exploring ways to repair and reopen it as indoor recreational facility for youth and for community events. However, numerous emergency repairs are needed to remediate building deficiencies, especially since the building has been vacant. Lake Stevens seeks the Legislature's help on a \$250,000 allocation to assist with urgent roof repairs, ADA access, and new siding and windows so that this facility in a lower-income area can be rejuvenated.

Criminal Justice/Law Enforcement

- **Civil remedies for those who are victims of malicious 'doxing':** In collaboration with the Anti-Defamation League (ADL) and with Rep. John Lovick (D-Mill Creek/44th Dist.) as a prime sponsor, Lake Stevens plans to bring legislation forward in 2022 to provide local officials with a civil damages remedy if they are the victims of malicious 'doxing' of their personal information and whereabouts over the Internet.
- **Policing Reforms – Language Changes:** During the 2021 Session, Lake Stevens actively supported numerous bills enacted by the Legislature and designed to re-imagine local policing and the conditions under which law enforcement agencies resorted to the use of force. That included bills around de-certification, duty to intervene, use-of-force data bases, and more. However, the City believes that in working to make a number of dramatic changes to state laws regarding law enforcement, the Legislature may have created a few unintended consequences in bills dealing with police tactics and use of force. Lake Stevens thus *supports* clarifications of the civil standards for use of force in situations involves mental health crises, "Terry stops" on suspected criminal activity, use of non-lethal ammunition, and conditions under which vehicle pursuits are conducted.

Support/Oppose and Track/Monitor Issues

Budget and Fiscal Matters

- **Protect Existing Revenues, including “State-Shared” Revenues:** Lake Stevens urges lawmakers, in fine-tuning a 2022 Supplemental Operating Budget, to ‘do no harm’ and refrain from state-shared revenue reductions or other cuts to local governments that result in a *transferring* of negative impacts from the state level to the local level.

Criminal Justice/Public Safety/Fire/Courts

- **“Blake” decision:** As lawmakers continue to sort out how to proceed with a new paradigm of handling drug offenses under the *Blake* decision, Lake Stevens will join AWC and others in *supporting* additional funding for diversion efforts, therapeutic courts, and more. This is particularly important given a \$4.5 million grant that the Marysville and Everett Municipal Courts are seeking for a Therapeutic Court (*Lake Stevens is served by the Marysville Muni Court*).
- **Catalytic Converter Thefts:** Lake Stevens is prepared to support legislative initiatives from the City of Des Moines and others to enact statutory changes to help police address the rapidly growing rate of catalytic converter thefts.
- **Legislation mandating Citizen Oversight Boards and adding civil liability exposure:** In 2021, Lake Stevens joined AWC and other cities in *opposing* **HB 1203** which would have *mandated* the establishment of Citizen Oversight Boards for law enforcement and **HB 1202** which would have greatly expanded civil liability exposure for local governments in cases involving law enforcement officer misconduct. The City urges lawmakers to respect local discretion on the establishment of Oversight Boards so cities like Lake Stevens can tailor them to what fits their communities. Lake Stevens also urges legislators not to expand civil liability against local governments that simply can’t control all aspects of law enforcement training and conduct.

Economic Development/Infrastructure/Housing – Including Affordable Housing/Homelessness

- **Affordable Housing/Homelessness:** Lake Stevens will *support* measures to bring funding and tools to local communities to add affordable housing, permanent shelter space, and other options for those in need. This includes *support* of additional funding through the Housing Trust Fund (HTF); the notion of a third quarter-percent Real Estate Excise Tax (“REET3”) for affordable housing; and authorizing “Housing Benefit Districts” as an added tool for bringing affordable housing to Transit-Oriented-Development (TOD) projects.
- **Public Works Assistance Account:** Lake Stevens *supports* efforts to rebuild the PWAA and recapture funding streams previously diverted into the Education Legacy Account.

Land Use/Growth Management Act (GMA)

- **Achieving Density and “Missing Middle” Requirements:** Lake Stevens supports the right of state lawmakers to ensure local communities are accepting their share of population growth. The City urges legislators to *respect local discretion* on *how* to best accommodate that growth and to refrain from density mandates that do not make sense for all

communities and not pre-empt local ordinances already enacted to address missing middle housing goals.

- **Local authority over how to add Accessory Dwelling Units (ADUs):** Lake Stevens supports adding ADUs into local communities and hopes to expand the number of ADUs in the local community. However, the City *opposes* legislation that would mandate specific development standards and regulations. Such decisions are best left to elected officials at the local level and not pre-empt local ordinances already enacted to address accessory dwelling units. Additionally, Lake Stevens' experience is that the biggest impediment to the construction of more ADUs is the cost of impact and utility hookup fees, not regulations.
- **Statutory changes to stimulate more condominium construction in cities:** Even with recent actions by the Legislature to stimulate the condominium construction market, the preponderance of building is in cities such as Seattle and Bellevue. Lake Stevens is poised to *support* legislation that would further incentivize condominium building and other types of fee-simple ownership.
- **Funding to implement planning provisions of ESHB 1220:** Legislators did not include local funding in 2021 when they enacted this measure to require cities to plan for and accommodate emergency housing, emergency shelters, and permanent supportive housing. Lake Stevens joins AWC and others in *supporting* a legislative push to ensure the funding is included in the 2022 Supplemental Operating Budget.

Local Government in General

- **Release of body-worn camera footage** – Lake Stevens is prepared to support a technical fix in the law being sought by the City of Kent, which proposes statutory changes that would allow unredacted Body-Worn Camera (BWC) video footage to be released to involved attorneys and thus avoid the unnecessary expense of un-redacting such video of footage sought through trial discovery processes in criminal prosecutions.
- **Permanent authority to conduct public meetings virtually during an emergency under the Open Public Meetings Act (OPMA):** In 2021, the Legislature came very close to enacting a bill promoted by the AWC to permanently enable local governments to conduct public meetings virtually during a declared emergency. AWC will again seek passage of a bill to enable this, and Lake Stevens will *support* it.

Parks and Recreation/Arts and Culture

- **Local funding options for parks and recreation agencies:** Lake Stevens will *support* legislation being promoted by the Washington Recreation & Park Association (WRPA) that provides a new funding option for parks and recreation agencies run by cities, counties, Metropolitan Park Districts, and Park Districts. The 1/10th of 1 cent sales tax initiative (voter approval required) being promoted by WRPA is a tool Lake Stevens may well wish to bring to local voters.
- **Use of one-time Stadium & Exhibition Center Account funds for youth fields and youth activities:** Washington State has now paid off all prior debt obligations on the Seahawks Stadium (Lumen Field) following a ballot measure in the 1990s that asked voters to approve a funding-and-bonding initiative to build it. That ballot measure also set aside funding for youth field needs. Now that the bond obligations have been addressed, and a one-time, \$42 million allocation has been provided to the Recreation & Conservation Office (RCO),

Lake Stevens strongly *supports* utilizing those monies for youth fields and recreational activities and granting funds to local communities and local parks-and-recreation programs.

Personnel, Pensions, Other Human Resources Issues

- ***Fixes to long-term care law:*** Lake Stevens agrees with those who believe important legislative fixes must be made to the state’s long-term care law, which creates a first-in-the-nation program known as the Washington Cares Fund. The City would *support* changes to provide people more time to meet opt-out requirements, as well as technical changes involving those who pay into the system but will never see benefits, such as people near retirement or moving out of state.
- ***Pension rates:*** Lake Stevens asks lawmakers to proceed with caution in increasing employer and employee pension rates as the state and local governments are still struggling financially under the economic impacts brought on by COVID-19.
- ***Enabling psychologists to be added as attending providers on mental health-only claims for Workers’ Compensation:*** Lake Stevens is prepared to *support* a State Labor & Industries agency request bill that would allow psychologists to act as the “Attending Provider” for mental health-only claims under Workers’ Compensation.

Transportation

- ***Changes to Transportation Benefit District (TBD) statutes:*** Lake Stevens will *support* legislative changes being pursued by AWC, the City of Walla Walla, and other cities to make it easier for local jurisdictions to renew and maintain Transportation Benefit Districts once established. Current law, for example, puts a 10-year limitation on TBD authorization and requires ongoing renewals to go to voters. Allowing for longer authorization periods or permanent authorization would add certainty for local jurisdictions that bring TBD measures to their voters.

City of Lake Stevens 2022 Federal Affairs Agenda

- **Top Priority:** Continue to seek funding opportunities for the U.S. 2 Trestle, particularly within transportation reauthorization and infrastructure legislation being considered by Congress and if Congress re-establishes any type of project earmarking process.
- **Priority:** Strongly support legislation to enhance transportation and infrastructure funding, resources, and tools. Lake Stevens continues to urge the U.S. Senate and U.S. House to take the final steps necessary to pass a bi-partisan infrastructure bill that would generate \$550 billion in new investments over the next five (5) years. The measure gained U.S. Senate approval in early August and continues to await a U.S. House vote which is tied to corollary action on a “Reconciliation Bill” that would include anywhere from \$2 to \$3.5 trillion in new social safety-net investments.
- **Priority:** Strong support for legislation by U.S. Senator Maria Cantwell (D-WA) and U.S. Rep. Suzan DelBene (D-WA/1st District) to add significant funding and eligibility for the Low-Income Housing Tax Credit (LIHTC) program;

Other Key Items

- **COVID-19 Revenue Relief/ARPA:** Lake Stevens appreciates the work of Congress to enact the American Rescue Plan Act (ARPA) that involved direct funding distributions to cities and counties throughout the U.S. to provide revenue relief due to the impacts of the COVID-19 pandemic. Lake Stevens has rolled out its initial spending plans for the \$9+ million in ARPA funds and will work hard on public outreach, compliance, and ongoing funding decisions.
- **Grant Funding – FEMA, JAG Grants, Land and Water Conservation Funds (LWCF), Etc.:** Lake Stevens will work with its congressional delegation, community partners, and other local and regional agencies to consistently seek out and evaluate potential federal grant opportunities that could be value-added for the City. These include FEMA grants for flood stabilization; Justice Assistance Grants for law enforcement; LWCF grants for parks and trails; and more.
- **Protecting financial and bonding tools authorized at the federal level:** Lake Stevens will support legislative initiatives put forth by the Government Finance Officers Association (GFOA), including the protection of tax-exempt and bank-qualified Municipal Bonds.
- **Brownfield Grants through the Environmental Protection Agency:** Lake Stevens is exploring, along with Snohomish County, whether brownfield funding through the U.S. EPA could be one way to expedite the cleanup of an old landfill that lies due east of the Lake. Initial funding would need to first focus on a feasibility analysis to see what total cleanup costs would be and how feasible a joint effort would be.

Presentation Before Lake Stevens City Council - Draft 2022 State Legislative and Federal Priorities

7 P.M. TUESDAY, OCT. 26, 2021

Setting the Tone – Our Approach & The 2022 Session

- Beginning with 2019, City expanded what had been just a State Legislative Agenda to a listing of state and federal priorities – you'll see that again here
- 2022 Legislative Session – “short” one (60 Days) where Operating, Capital, and Transportation budgets are ‘Supplemental’ and thus more for fine-tuning and tweaks than major sea-changes
- Final decisions pending, but we think it is trending toward a mix of in-person and virtual for Members and all-virtual for outside stakeholders and the public
- Remember that after Redistricting, the 49 legislative districts will be redrawn Lake Stevens very likely to remain in 44th LD

Issues at both levels – What are the “Biggies”?

State Legislature

- Special Session on transportation under discussion;
- Operating Budget stable & forecast up and up (nearly \$1B+ 2021-23, 2023-25);
- Legal challenges pending on 2021 tax decisions;
- Housing/homelessness challenges remain;
- Policing reform bills likely to be revisited

Federal:

- Infrastructure package and “reconciliation” bill still pending –
- Two-month “kick the can” maneuver on raising debt ceiling
- Possible exploration of brownfield revitalization funding

Lake Stevens' 2022 Legislative Agenda Priorities – Our 1st cut at it

- *Transportation Infrastructure* – Push for new investment package with full funding for U.S. 2 Trestle (\$1.8B) and funds for key local projects (*20th and Main Intersection - \$1M; Phase of South Lake Stevens Road Trail - \$3M; 16th Street NE Centennial Trail Connector - \$2.5M*), plus importance of direct distribution, increased grant program funds, local option tools
- *Fiscal Matters – Revenue Relief* – Explore 1 percent local option marijuana tax on manufacturers and processors – assist cities such as LS with very little manufacturing land
- *Quality of Life* - \$250,000 Capital Budget request for emergency repairs to Cedarwood Clubhouse
- *Public Safety – Malicious Doxing* – Work with Anti-Defamation League (ADL) and others on legislation that provides civil remedy in law for officials who are victims of doxing
- *Public Safety – Policing Reform Bills – Language Changes* – LS supported many in 2021, but ‘unintended consequences’ in some of the key ones (*HB 1054 tactics; HB 1310 use of force*) – City supportive of important technical/policy changes in 2022

Lake Stevens' 2022 Legislative Agenda – Calling out a few of the 'Support/Oppose'

- *Blake Decision* – Ongoing funding needs. City part of \$4.5M grant pursuit for Therapeutic Court
- *Rising Catalytic Converter Thefts* – Des Moines-initiated policy bill to crack down
- *Density and Missing Middle/Single-Family Zoning*: Debate over mandates vis-à-vis local control
- *ADUs* – See above – ditto – we feel core issues are more around impact, hookup fees
- *New funding options for local parks agencies* – Strong support for 1/10th of 1 cent sales tax voter-approved (HB 1025)
- *Transportation Benefit Districts* – Effort to make statute more user-friendly

City of Lake Stevens

2022 Federal Affairs Agenda

- *Top Priority – U.S. 2:* Continue to seek funding opportunities for the U.S. 2 Trestle, particularly within transportation reauthorization and infrastructure legislation being considered by Congress.
- *Priority – Transportation and Infrastructure Packages:* Strongly support legislation to enhance transportation and infrastructure funding, resources, and tools.
- *Priority – LIHTC Program:* Strong support for legislation by U.S. Senator Maria Cantwell (D-WA) and U.S. Rep. Suzan DelBene (D-WA/1st District) to add significant funding and eligibility for the Low-Income Housing Tax Credit (LIHTC) program.
- *Key Item -- COVID-19 Revenue Relief/ARPA:* Lake Stevens appreciates Congress enacting the American Rescue Plan Act (ARPA) -- city rolled out initial spending plans for \$9+ million in ARPA funds and working on public outreach, compliance, ongoing funding decisions.
- *Key Item - Grant Funding – FEMA, JAG Grants, Land and Water Conservation Funds (LWCF), Etc:* Lake Stevens will consistently seek out and evaluate potential federal grant opportunities that could be value-added for the City. These include FEMA grants for flood stabilization; Justice Assistance Grants for law enforcement; LWCF grants for parks and trails; and more.
- *Key Item -- Protecting financial and bonding tools authorized at the federal level:* Lake Stevens supports the protection of tax-exempt and bank-qualified Municipal Bonds.
- *Evaluating -- Brownfield Grants through the Environmental Protection Agency:* Lake Stevens is exploring, along with Snohomish County, whether brownfield funding through the U.S. EPA could be one way to expedite the cleanup of an old landfill that lies due east of the Lake. Initial funding would need to first focus on a feasibility analysis.

BLANKET VOUCHER APPROVAL
2021

Payroll Direct Deposits		
Payroll Checks		
Electronic Funds Transfers	ACH	\$338,546.48
Claims	54256-54376	\$1,297,952.19
Void Checks		
Total Vouchers Approved:		\$1,636,498.67

This 26th day of October 2021

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer

Mayor

October 26, 2021



City Expenditures by Type on this voucher packet

Personnel Costs	\$	-	0%
Payroll Federal Taxes	\$	98,480	6%
Retirement Benefits - Employer	\$	59,381	4%
Medical Benefits - Employer	\$	167,473	10%
Other Employer paid Benefits	\$	4,881	0%
Employee paid benefits - By Payroll	\$	20,836	1%
Supplies	\$	67,122	4%
Professional Services	\$	237,487	15%
Refunds	\$	607	0%
Capital *	\$	336,222	21%
Debt Payments	\$	644,010	39%
Total	\$	1,636,499	100%

Large Purchases

* Powerline Trail Design - \$11,927

* 91st Ave SE Ext/Water Line Relocation - \$270,691

* Camera Install North Cove/Davies Beach/Frontier Heights - \$18,304

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 10/07/2021 - 10/20/2021

Total for Period
\$1,636,498.67

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	71187	001 010 576 80 31 00	PK-Operating Costs	Locks	54265	\$496.78
Ace Hardware	71187	101 016 544 90 31 02	ST-Operating Cost	Locks	54265	\$496.78
Ace Hardware	71187	410 016 531 10 31 02	SW - Operating Costs	Locks	54265	\$496.78
Ace Hardware	71215	001 008 521 50 30 02	LE-Fleet Minor Equipment	Bug Wash/Dry Towels	54265	\$19.60
Ace Hardware	71249	410 016 531 10 31 02	SW - Operating Costs	Wading Pools	54265	\$43.58
Ace Hardware	71277	101 016 544 90 31 02	ST-Operating Cost	Tube Cutter/Thread Seal Tape/Copper Tube	54265	\$18.22
Ace Hardware	71277	410 016 531 10 31 02	SW - Operating Costs	Tube Cutter/Thread Seal Tape/Copper Tube	54265	\$18.23
Ace Hardware	71284	410 016 531 10 31 02	SW - Operating Costs	Stakes/Tarp Straps	54265	\$115.98
Ace Hardware	71317	101 016 544 90 31 02	ST-Operating Cost	Fasteners	54265	\$19.10
Ace Hardware	71324	001 010 576 80 31 00	PK-Operating Costs	Swiffer Dusters	54265	\$72.96
Ace Hardware	71329	101 016 544 90 31 02	ST-Operating Cost	Concrete Mix	54265	\$21.75
Ace Hardware	71346	001 010 576 80 31 00	PK-Operating Costs	Security Bit Set	54265	\$13.07
Ace Hardware	71358	001 010 576 80 31 00	PK-Operating Costs	Batteries	54265	\$16.34
Ace Hardware	71396	101 016 544 90 31 02	ST-Operating Cost	Contractor Shims	54265	\$26.14
Ace Hardware	71398	001 010 576 80 31 00	PK-Operating Costs	Dishwasher Hose/Valve	54265	\$10.50
Ace Hardware	71398	101 016 544 90 31 02	ST-Operating Cost	Dishwasher Hose/Valve	54265	\$10.49
Ace Hardware	71398	410 016 531 10 31 02	SW - Operating Costs	Dishwasher Hose/Valve	54265	\$10.49
Ace Hardware	71401	001 010 576 80 31 00	PK-Operating Costs	Cement Glue/Roller Cover	54265	\$15.62
Ace Hardware	71401	101 016 544 90 31 02	ST-Operating Cost	Cement Glue/Roller Cover	54265	\$15.61
Ace Hardware	71401	410 016 531 10 31 02	SW - Operating Costs	Cement Glue/Roller Cover	54265	\$15.62
Ace Hardware	71403	001 010 576 80 31 00	PK-Operating Costs	Cover/Wallplates/Toggle Switches	54265	\$3.92
Ace Hardware	71403	101 016 544 90 31 02	ST-Operating Cost	Cover/Wallplates/Toggle Switches	54265	\$3.93
Ace Hardware	71403	410 016 531 10 31 02	SW - Operating Costs	Cover/Wallplates/Toggle Switches	54265	\$3.92
Ace Hardware	71454	001 010 576 80 31 00	PK-Operating Costs	Gloves/Wood Glue	54265	\$14.16
Ace Hardware	71454	101 016 544 90 31 02	ST-Operating Cost	Gloves/Wood Glue	54265	\$14.17
Ace Hardware	71454	410 016 531 10 31 02	SW - Operating Costs	Gloves/Wood Glue	54265	\$14.16
Ace Hardware	71551	001 008 521 50 30 00	LE-Facilities Supplies	Texture Spary/Gorilla Adhesive/Oil Drip Tray	54265	\$117.64
Ace Hardware	71581	001 008 521 50 30 00	LE-Facilities Supplies	Stain Remover/Scrub Brush	54265	\$25.04
					54265 Total	\$2,150.58
AFLAC	269557	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	0	\$1,037.42
					0 Total	\$1,037.42
All Battery Sales and Service	300-10091563	410 016 531 10 31 02	SW - Operating Costs	Camera System for Sweeper PW50	54266	\$740.06
All Battery Sales and Service	300-10091845	410 016 531 10 31 02	SW - Operating Costs	12V Battery	54266	\$470.88
					54266 Total	\$1,210.94
Amazon Capital Services	11C4-TMXL-GRPX	001 012 575 50 31 00	CS- The Mill- Ops	Rubber Door Stopper - The Mill	54268	\$28.12
Amazon Capital Services	11C4-TMXL-TGF6	001 003 514 20 31 00	CC-Office Supply	Desk Organizer/Monitor Riser/Wireless Mouse	54268	\$125.23
Amazon Capital Services	13Q7-LXRH-46H9	001 007 558 50 31 02	PL-Permit Related Op. Costs	Wireless Keyboard/Mouse/Standing Desk Converter	54268	\$196.18
					54268 Total	\$349.53
Amazon Capital Services	1466-L6CQ-YL6F	001 008 521 20 31 00	LE-Office Supplies	Privacy Sign	54267	\$28.74
					54267 Total	\$28.74

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	149T-WCQ4-W37Y	101 016 544 90 31 02	ST-Operating Cost	Fiberglass Tape Measure/Corkboard	54268	\$51.09
Amazon Capital Services	17GQ-KVPH-RNYM	001 007 571 00 30 00	PL-Park & Recreation	FM Transmitter/HDMI Cable/Blu-Ray Player/Projector Stand	54268	\$675.63
Amazon Capital Services	19D9-GX47-YJD1	001 003 514 20 31 00	CC-Office Supply	Desktop Document Holder	54268	\$21.67
Amazon Capital Services	19G1-4GX1-LVLL	001 007 558 50 31 02	PL-Permit Related Op. Costs	Disposable Hygienic Boot/Shoe Covers	54268	\$13.07
Amazon Capital Services	19G1-4GX1-LVLL	001 007 571 00 30 00	PL-Park & Recreation	Gift Wrap Organizer	54268	\$16.34
Amazon Capital Services	1CF3-H4QH-LFKR	001 004 514 23 31 00	FI-Office Supplies	Stamp Ink Pad	54268	\$10.85
Amazon Capital Services	1CF3-H4QH-LFKR	001 007 558 50 31 00	PL-Office Supplies	Wireless Keyboard/Mouse Combo	54268	\$76.29
					54268 Total	\$864.94
Amazon Capital Services	1H9F-6C9V-Q7P4	001 008 521 20 31 06	LE-Emergency Mgmt Supplies	Compact Drone w/Thermal Dual Camera/Fly More Kit	54267	\$7,596.21
Amazon Capital Services	1JMC-4Q9Q-4VPQ	001 008 521 20 31 01	LE-Fixed Minor Equipment	Credit Window Curtain Rod Inv #1Y6D-PLLT-9PKL	54267	(\$31.14)
Amazon Capital Services	1KL7-QTV9-46QD	001 008 521 20 31 01	LE-Fixed Minor Equipment	Credit Window Curtain Rod Inv #1Y6D-PLLT-9PKL	54267	(\$31.14)
					54267 Total	\$7,533.93
Amazon Capital Services	1KL7-QTV9-9RTC	001 007 558 50 31 02	PL-Permit Related Op. Costs	Credit Wireless Keyboard for Permit Review Inv#1PGQ-1NTV-331P	54268	(\$40.32)
Amazon Capital Services	1NPG-XHX1-MGH3	001 005 518 10 31 00	HR-Office Supplies	Label Printer	54268	\$159.13
Amazon Capital Services	1TDF-PW9F-496P	001 010 576 80 31 00	PK-Operating Costs	Office Chair Mat/Wall Clock/Card Holder	54268	\$38.54
Amazon Capital Services	1TDF-PW9F-496P	101 016 544 90 31 02	ST-Operating Cost	Office Chair Mat/Wall Clock/Card Holder	54268	\$38.54
Amazon Capital Services	1TDF-PW9F-496P	410 016 531 10 31 02	SW - Operating Costs	Office Chair Mat/Wall Clock/Card Holder	54268	\$38.54
Amazon Capital Services	1XQW-LTX6-HTL4	410 016 531 10 31 01	SW - Office Supplies	Adjustable Sliding Keyboard Tray	54268	\$83.48
Amazon Capital Services	1Y3Q-76Q4-6LYK	001 007 558 50 31 00	PL-Office Supplies	Web Cam Cover	54268	\$14.14
					54268 Total	\$332.05
Amazon Capital Services	1YJ7-JXQC-V91K	001 008 521 20 31 05	LE-Equipment - New Officers	Tactical Boots	54267	\$217.95
					54267 Total	\$217.95
Amazon Capital Services	1YP9-T7DP-4HDC	001 010 576 80 31 00	PK-Operating Costs	Notebook/Earbuds	54268	\$8.91
Amazon Capital Services	1YP9-T7DP-4HDC	101 016 544 90 31 02	ST-Operating Cost	Notebook/Earbuds	54268	\$8.90
Amazon Capital Services	1YP9-T7DP-4HDC	410 016 531 10 31 02	SW - Operating Costs	Notebook/Earbuds	54268	\$8.90
					54268 Total	\$26.71
Argus Rising	137	001 008 521 40 49 01	LE-Registration Fees	Registration - Drone Adv Flight Skills Texas - Bryant/Valvick	54269	\$2,500.00
					54269 Total	\$2,500.00
Assoc of Washington Cities EFT	23352	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	0	\$164,720.72
Assoc of Washington Cities EFT	23352	001 010 576 80 20 00	PK-Benefits	Medical Insurance Premium	0	(\$3.97)
Assoc of Washington Cities EFT	23352	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	0	(\$3.97)
Assoc of Washington Cities EFT	23352	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium	0	(\$3.97)
Assoc of Washington Cities EFT	23352	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium	0	(\$3.97)
					0 Total	\$164,704.84
Barrett	2965	411 016 594 31 60 07	Wier Replacement Scope Design	Hauling Services	54270	\$4,050.00
					54270 Total	\$4,050.00
Bryant	110721 BRYANT	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Drone Operator Training Fort Worth TX	54271	\$384.00
					54271 Total	\$384.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	BARNES 1021	001 008 521 50 30 02	LE-Fleet Minor Equipment	Shipping Charges for Replacement PD Flashlight	54272	\$10.90
Business Card	BEAZIZO 1021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Ford Interceptor Wheel	54272	\$304.37
Business Card	BEAZIZO 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - Excel for Law Enforcement - Starkenburg	54272	\$49.00
Business Card	BRAZEL 1021	001 002 513 11 43 00	AD-Travel & Meetings	Meal LS Boat Show Planning Meeting	54272	\$66.50
Business Card	BRAZEL 1021	001 002 513 11 43 00	AD-Travel & Meetings	Taxi Service for ICMA Conference - Brazel	54272	\$52.56
Business Card	BROOKS 1021	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food	54272	\$51.99
Business Card	CHELIN 1021	001 002 513 11 43 00	AD-Travel & Meetings	Meal for Joint Utility SD Meeting	54272	\$195.97
Business Card	CHELIN 1021	001 002 513 11 43 00	AD-Travel & Meetings	Plates for Meal for Joint Utility SD Meeting	54272	\$6.09
Business Card	CHELIN 1021	001 003 514 20 31 00	CC-Office Supply	Adjustable Standing Desk for Deputy Clerk	54272	\$249.47
Business Card	CHELIN 1021	001 012 565 20 40 00	CS- Veteran Services	Polos for Veterans Commission Members	54272	\$114.06
Business Card	CHELIN 1021	001 012 565 20 40 00	CS- Veteran Services	Refund Polos for Veterans Commission Members	54272	(\$114.06)
Business Card	CHELIN 1021	001 013 518 20 41 00	GG-Professional Service	Zoom - Standard Monthly/Webinar 09-2021	54272	\$261.49
Business Card	CHELIN 1021	001 013 518 20 41 00	GG-Professional Service	Zoom - Standard Monthly/Webinar 10-2021	54272	\$261.49
Business Card	DREHER 1021	001 008 521 20 31 00	LE-Office Supplies	Laminator/Clothes Hangers/Markers	54272	\$116.86
Business Card	DREHER 1021	001 008 521 20 31 00	LE-Office Supplies	PhotoFinishing	54272	\$17.42
Business Card	DREHER 1021	001 008 521 20 31 00	LE-Office Supplies	USB C to DisplayPort Adapter Cable	54272	\$36.04
Business Card	DREHER 1021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Dry Gas Tank	54272	\$214.74
Business Card	DREHER 1021	001 008 521 20 31 01	LE-Fixed Minor Equipment	HatPoint Targets/Polymer Upright Sticks	54272	\$378.90
Business Card	DREHER 1021	001 008 521 20 31 02	LE-Minor Equipment	Cabelas Camera/Security Boxes/Memory Cards/Lock	54272	\$337.81
Business Card	DREHER 1021	001 008 521 20 31 02	LE-Minor Equipment	QuickVue At Home COVID Tests	54272	\$209.20
Business Card	DREHER 1021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Spypoint Insiders Club Sign Up	54272	\$99.99
Business Card	DREHER 1021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Spypoint International Transaction Fees	54272	\$7.04
Business Card	DREHER 1021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Spypoint Photo Transmission Standard Plan 1	54272	\$67.20
Business Card	DREHER 1021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Spypoint Photo Transmission Standard Plan 2	54272	\$67.20
Business Card	DREHER 1021	001 008 521 20 43 00	LE-Travel & Per Diem	COVID Test to Attend Training in Birmingham AL - Wachveitl	54272	\$99.99
Business Card	DREHER 1021	001 008 521 20 43 00	LE-Travel & Per Diem	Flight Home from Adv Boat Collision - Irwin	54272	\$148.20
Business Card	DREHER 1021	001 008 521 20 43 00	LE-Travel & Per Diem	Flight to Adv Boat Collision - Irwin	54272	\$148.20
Business Card	DREHER 1021	001 008 521 20 43 01	LE-Business Meetings	Drinks for Business Meeting	54272	\$13.87
Business Card	DREHER 1021	001 008 521 20 43 01	LE-Business Meetings	Snack for Business Meetings	54272	\$62.44
Business Card	DREHER 1021	001 008 521 20 43 01	LE-Business Meetings	Utensils for Business Meetings in Training Center	54272	\$17.44
Business Card	DREHER 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - 2021 WAPRO Fall Conf - Fox	54272	\$65.00
Business Card	DREHER 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - 2021 WAPRO Fall Conf - LeBlanc	54272	\$65.00
Business Card	DREHER 1021	520 008 594 21 63 00	Vehicles - Capital Equip	Alco-Sensor Breathalyzer	54272	\$515.04
Business Card	DURPOS 1021	001 010 576 80 31 00	PK-Operating Costs	Acrylic Vertical Kemmerer Kit	54272	\$589.80
Business Card	DURPOS 1021	001 010 576 80 31 00	PK-Operating Costs	Formica Laminate Sheets	54272	\$44.69
Business Card	DURPOS 1021	001 010 576 80 31 00	PK-Operating Costs	PW Management Practices Manual	54272	\$114.76
Business Card	DURPOS 1021	001 010 576 80 31 00	PK-Operating Costs	Refrigerator/Dishwasher	54272	\$522.28
Business Card	DURPOS 1021	001 010 576 80 43 00	PK-Travel & Meetings	Hotel - Backflow Certification Spokane WA - Young	54272	\$913.11
Business Card	DURPOS 1021	001 013 518 20 31 00	GG-Operating Costs	PODS Storage Container Rental PW Shop for Museum Storage	54272	\$257.62
Business Card	DURPOS 1021	101 016 544 90 31 02	ST-Operating Cost	Formica Laminate Sheets	54272	\$44.69
Business Card	DURPOS 1021	101 016 544 90 31 02	ST-Operating Cost	PW Management Practices Manual	54272	\$114.77
Business Card	DURPOS 1021	101 016 544 90 31 02	ST-Operating Cost	Refrigerator/Dishwasher	54272	\$522.27
Business Card	DURPOS 1021	410 016 531 10 31 01	SW - Office Supplies	Canon Toner Cartridges - Black/Blue/Red/Yellow	54272	\$769.49
Business Card	DURPOS 1021	410 016 531 10 31 02	SW - Operating Costs	Formica Laminate Sheets	54272	\$44.69

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	DURPOS 1021	410 016 531 10 31 02	SW - Operating Costs	Limnological Secchi Disks	54272	\$118.00
Business Card	DURPOS 1021	410 016 531 10 31 02	SW - Operating Costs	PW Management Practices Manual	54272	\$114.77
Business Card	DURPOS 1021	410 016 531 10 31 02	SW - Operating Costs	Refrigerator/Dishwasher	54272	\$522.27
Business Card	DURPOS 1021	410 016 531 10 31 02	SW - Operating Costs	Vinyl Tapes	54272	\$49.32
Business Card	ESHLEMAN 1021	410 016 531 10 31 02	SW - Operating Costs	Mini Ductor Power Supply/Coil Kits	54272	\$784.63
Business Card	MINER 1021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Meal - Spokane Destruction Trip	54272	\$93.63
Business Card	MINER 1021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services Case 2021-10508	54272	\$24.00
Business Card	MINER 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - CCAW 2020 - Parnell	54272	\$54.50
Business Card	STEVENS B 1021	001 004 514 23 49 01	FI-Staff Development	Registration - WFOA 2021 Conference - Heist	54272	\$450.00
Business Card	STEVENS T 1021	001 006 518 80 49 01	IT-Staff Development	Registration - Configuring Branch Versioning in ArcGIS - Kathe	54272	\$750.00
Business Card	UBERT 1021	001 008 521 30 31 00	LE-Community Outreach Supplies	Rubber Police Ducks	54272	\$971.20
Business Card	UBERT 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - 2021 WAPRO Fall Conf - Starkenburg	54272	\$65.00
Business Card	UBERT 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - Excel for Law Enforcement - Cooper	54272	\$49.00
Business Card	UBERT 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - Excel for Law Enforcement - Dreher	54272	\$49.00
Business Card	UBERT 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - Excel for Law Enforcement - Fox	54272	\$49.00
Business Card	UBERT 1021	001 008 521 40 49 01	LE-Registration Fees	Registration - Excel for Law Enforcement - LeBlanc	54272	\$49.00
Business Card	WARRINGTON 1021	001 005 518 10 43 00	HR-Travel & Meetings	Coffee for Budget Strategy Meeting	54272	\$21.70
Business Card	WARRINGTON 1021	001 005 518 10 43 00	HR-Travel & Meetings	Muffins/Biscuits/Bananas/Apples for Budget Strategy Meeting	54272	\$22.33
Business Card	WRIGHT 1021	001 006 518 80 49 01	IT-Staff Development	Registration - 2021 PermitTrax User Conf - Stevens T	54272	\$214.59
Business Card	WRIGHT 1021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers	54272	\$69.03
Business Card	WRIGHT 1021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - West Lake Townhomes	54272	\$220.44
Business Card	WRIGHT 1021	001 007 558 50 49 00	PL-Miscellaneous	WRPA Membership for City	54272	\$315.00
Business Card	WRIGHT 1021	001 007 558 50 49 01	PL-Staff Development	Registration - 2021 PermitTrax User Conf - Fenrich/Schmidt	54272	\$429.18
Business Card	WRIGHT 1021	001 007 558 50 49 01	PL-Staff Development	Registration - Limiting City Liability Landuse Matter - Schmidt	54272	\$30.00
Business Card	WRIGHT 1021	001 007 559 30 43 00	PB-Travel & Mtgs	Hotel - WACE Conf Leavenworth - Yarkut	54272	\$222.28
Business Card	WRIGHT 1021	001 007 559 30 49 01	PB-Staff Development	Registration - 2021 PermitTrax User Conf - Yarkut	54272	\$214.59
Business Card	WRIGHT 1021	001 007 571 00 30 00	PL-Park & Recreation	Holiday Ornaments for Winterfest	54272	\$937.50
					54272 Total	\$15,025.54
Cadman Materials Inc	2109	101 016 542 30 41 00	ST-Pavement Preservation	2021 Pavement Overlay	54273	\$114,759.02
					54273 Total	\$114,759.02
Calliope Consulting LLC	176	001 005 518 10 41 00	HR-Professional Services	City Wide Lean Training Contract Services 09-2021	54274	\$1,912.50
					54274 Total	\$1,912.50
Castillo Painting & Pressure Washing	100421 CASTILLO	001 000 389 90 00 00	Refunds or Overpayments	Refund Overpayment for Lundeen Shelter Rental	54275	\$7.00
					54275 Total	\$7.00
CDW Government Inc	L102286	410 016 531 10 31 01	SW - Office Supplies	Lenovo ThinkPad Adapter	54276	\$144.60
CDW Government Inc	L626312	510 006 518 80 49 15	LR - Quest Backup Solution	Quest Rapid Recovrey Hyper-V	54276	\$2,695.36
CDW Government Inc	L643557	510 006 518 80 31 00	Purchase Computer Equipment	5 Lenovo Thinkpads	54276	\$11,942.20
CDW Government Inc	L913587	001 007 594 58 63 00	PL-Capital Outlay	Plotter for Community Development	54276	\$1,129.33
CDW Government Inc	L913587	003 007 594 58 63 00	Permit Capital	Plotter for Community Development	54276	\$4,517.31
					54276 Total	\$20,428.80

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Central Welding Supply Co Inc	EV295273	001 010 576 80 31 00	PK-Operating Costs	Alcotec Aluminum	54277	\$265.45
Central Welding Supply Co Inc	EV295273	101 016 544 90 31 02	ST-Operating Cost	Alcotec Aluminum	54277	\$265.46
Central Welding Supply Co Inc	EV295273	410 016 531 10 31 02	SW - Operating Costs	Alcotec Aluminum	54277	\$265.47
Central Welding Supply Co Inc	EV296135	001 010 576 80 31 00	PK-Operating Costs	Propane/Centrashield	54277	\$89.71
Central Welding Supply Co Inc	EV296135	101 016 544 90 31 02	ST-Operating Cost	Propane/Centrashield	54277	\$89.70
Central Welding Supply Co Inc	EV296135	410 016 531 10 31 02	SW - Operating Costs	Propane/Centrashield	54277	\$89.70
Central Welding Supply Co Inc	RN09210994	410 016 531 10 31 02	SW - Operating Costs	Argon Gas/Centrashield/Propane	54277	\$60.66
					54277 Total	\$1,126.15
Chang	101121 CHANG	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - Sawyers Room Rental 10/09/21 Chang	54278	\$100.00
					54278 Total	\$100.00
Cintas Loc 460	4097467592	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	54279	\$112.03
Cintas Loc 460	4097467592	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	54279	\$112.03
Cintas Loc 460	4097467592	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	54279	\$112.02
Cintas Loc 460	4098135222	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	54279	\$112.03
Cintas Loc 460	4098135222	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	54279	\$112.03
Cintas Loc 460	4098135222	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	54279	\$112.02
Cintas Loc 460	4098811588	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	54279	\$112.03
Cintas Loc 460	4098811588	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	54279	\$112.03
Cintas Loc 460	4098811588	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	54279	\$112.02
					54279 Total	\$1,008.24
City of Arlington	1021 ARLINGTON	001 008 521 40 49 01	LE-Registration Fees	Registration - Emergency Vehicle Operation Course	54280	\$157.90
					54280 Total	\$157.90
City of Everett	I21005134	410 016 531 10 31 02	SW - Operating Costs	Fecal Coliform Analysis	54281	\$165.00
					54281 Total	\$165.00
City of Marysville	LKS21-9	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations 09-2021	54282	\$9,558.04
City of Marysville	POLIN 21-0033	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 08-2021	54282	\$1,484.88
					54282 Total	\$11,042.92
Clean Water Technologies LLC	35710	410 016 531 10 49 01	SW - Staff Development	Registration - CESCL - Connolly/Thomsen	54283	\$760.00
					54283 Total	\$760.00
Code Publishing Co Inc	71132	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ord 1123	54284	\$397.68
Code Publishing Co Inc	71182	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ord 1126	54284	\$108.48
					54284 Total	\$506.16
Comcast	0921 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	54285	\$800.02
Comcast	0921 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	54285	\$810.02
Comcast	0921 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	54285	(\$41.97)
Comcast	0921 COMCAST	001 012 575 30 42 00	CS- Museum - Communications	Internet Services - Museum	54285	\$146.19
Comcast	0921 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	54285	\$320.01
					54285 Total	\$2,034.27
Comdata Inc	20357183	001 008 521 20 32 00	LE-Fuel	PD Fuel	54286	\$1,075.19
					54286 Total	\$1,075.19
Cory De Jong and Sons Inc	U318203	001 010 576 80 31 00	PK-Operating Costs	Mulch	54287	\$42.78
Cory De Jong and Sons Inc	U318203	101 016 544 90 31 02	ST-Operating Cost	Mulch	54287	\$42.78
Cory De Jong and Sons Inc	U318203	410 016 531 10 31 02	SW - Operating Costs	Mulch	54287	\$42.79
					54287 Total	\$128.35

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dept Graphics	11367	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Installed A-20-91 & A-21-96	54288	\$219.60
Dept Graphics	11367	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Removal A-13-51	54288	\$301.95
					54288 Total	\$521.55
Dept of Licensing	100921 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 10/03/21 thru 10/09/21	54289	\$219.00
					54289 Total	\$219.00
Dept of Retirement (Deferred Comp)	100821	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$3,060.86
					0 Total	\$3,060.86
Dept of Retirement PERS LEOFF	100821	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$59,006.11
Dept of Retirement PERS LEOFF	100821S	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State Contributions	0	\$375.34
					0 Total	\$59,381.45
Dicks Towing Inc	18179967	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-20791	54290	\$126.27
Dicks Towing Inc	18181211	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-21429	54290	\$263.52
					54290 Total	\$389.79
Discount Playground Supply	169211	001 010 576 80 31 00	PK-Operating Costs	Double Wall Wave Slide Replacement	54291	\$1,399.80
					54291 Total	\$1,399.80
Dunlap Industrial Hardware	346021-1	101 016 542 30 26 00	ST - Clothing - Boot Allowance	Steel Toe Boots - Fields	54292	\$64.67
Dunlap Industrial Hardware	346022-1	001 010 576 80 26 00	PK - Clothing - Boot Allowance	Steel Toe Boots - Eustace	54292	\$109.79
Dunlap Industrial Hardware	346236-1	410 016 531 10 26 00	SW - Clothing - Boot Allowance	Suspenders/Waders	54292	\$535.69
					54292 Total	\$710.15
EASL Inc	LS-1021	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 09-2021	54293	\$5,002.18
					54293 Total	\$5,002.18
EFTPS	100821	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$98,479.98
					0 Total	\$98,479.98
Electronic Business Machines	AR202677	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Repair & Maintenance PW Shop QNN08471	54294	\$42.08
Electronic Business Machines	AR202677	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW Shop QNN08471	54294	\$42.07
Electronic Business Machines	AR202677	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Repair & Maintenance PW Shop QNN08471	54294	\$42.08
Electronic Business Machines	AR203004	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Repair & Maintenance PD 2WU09725	54294	\$52.46
					54294 Total	\$178.69
Elite Securities Inc	39006	001 010 576 80 31 00	PK-Operating Costs	Cores/Keys	54295	\$99.47
Elite Securities Inc	39006	101 016 544 90 31 02	ST-Operating Cost	Cores/Keys	54295	\$99.46
Elite Securities Inc	39006	410 016 531 10 31 02	SW - Operating Costs	Cores/Keys	54295	\$99.46
					54295 Total	\$298.39
Everett Steel Inc	342233	001 007 558 70 31 00	PL - Citywide Beautification	Wayfinding Posts	54296	\$1,382.60
					54296 Total	\$1,382.60
FBI - LEEDA	200060398	001 008 521 40 49 01	LE-Registration Fees	Registration - Distance Learning Adv Liability - Heinemann	54297	\$350.00
					54297 Total	\$350.00
Florida Public Safety Institute	100821 FPSI	001 008 521 20 43 00	LE-Travel & Per Diem	Room Fees - Adv Boat Collision Havana FL - Irwin	54298	\$174.00
					54298 Total	\$174.00
Florida State Disbursement Unit	20000008DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	54256	\$177.57
					54256 Total	\$177.57
Grainger	9068599399	001 010 576 80 31 00	PK-Operating Costs	Latch Guard	54299	\$24.20
Grainger	9070480778	410 016 531 10 31 01	SW - Office Supplies	Three Hole Punch	54299	\$287.52

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Grainger	9076283473	001 010 576 80 31 00	PK-Operating Costs	US Flag	54299	\$12.90
Grainger	9076283473	101 016 544 90 31 02	ST-Operating Cost	US Flag	54299	\$12.90
Grainger	9076283473	410 016 531 10 31 02	SW - Operating Costs	US Flag	54299	\$12.90
					54299 Total	\$350.42
Granite Construction Supply	92511	101 016 544 90 31 02	ST-Operating Cost	Barricade/Light Barrel	54301	\$181.83
Granite Construction Supply	92880	001 010 576 80 31 00	PK-Operating Costs	Concrete Parking Flat Curb	54301	\$341.47
Granite Construction Supply	92880	101 016 544 90 31 02	ST-Operating Cost	Concrete Parking Flat Curb	54301	\$341.48
Granite Construction Supply	92880	410 016 531 10 31 02	SW - Operating Costs	Concrete Parking Flat Curb	54301	\$341.48
					54301 Total	\$1,206.26
Granite Construction Supply	2118104	410 016 531 10 31 02	SW - Operating Costs	Asphalt	54300	\$296.68
					54300 Total	\$296.68
Green Dot Concrete LLC	5727	309 016 595 61 63 01	Sidewalk Construction	Concrete	54302	\$221.00
					54302 Total	\$221.00
Hawksbeard HOA	1021 HAWKSBEARD	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Stack Rental 10/07/21 Barker	54303	\$100.00
					54303 Total	\$100.00
HDR Engineering Inc	1200380739	304 016 595 30 60 00	TrestleHOV Lane	Engineering Services - 20th Street BAT Lane Impr	54304	\$5,772.68
					54304 Total	\$5,772.68
HID Global Corporation	13402006609	001 008 521 20 41 01	LE-Professional Serv-Fixed	Livescan Crossmatch Advantage Maint 10/01/21 thru 12/31/21	54305	\$234.57
					54305 Total	\$234.57
Honey Bucket	552322941	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	54306	\$218.50
Honey Bucket	552322943	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1804 Main St	54306	\$165.55
Honey Bucket	552334258	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	54306	\$170.50
Honey Bucket	552352656	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	54306	\$123.50
Honey Bucket	552363040	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	54306	\$330.89
Honey Bucket	552376018	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	54306	\$218.50
Honey Bucket	552376019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	54306	\$142.50
Honey Bucket	552384554	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	54306	\$142.50
Honey Bucket	552387094	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	54306	\$170.50
					54306 Total	\$1,682.94
Horizon Distributors Inc	2M117668	001 010 576 80 31 00	PK-Operating Costs	Brass Nipples/Pressure Reducing Valve	54307	\$113.48
					54307 Total	\$113.48
HRA VEBA Trust YA20192	100821	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	54257	\$3,091.92
					54257 Total	\$3,091.92
HSA Bank	100821	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	54258	\$250.00
					54258 Total	\$250.00
Industrial Bolt & Supply Inc	767744-1	001 010 576 80 31 00	PK-Operating Costs	Hex Screws/Washers/Bit Sets/Ceraminc Disc	54308	\$227.03
Industrial Bolt & Supply Inc	767744-1	101 016 544 90 31 02	ST-Operating Cost	Hex Screws/Washers/Bit Sets/Ceraminc Disc	54308	\$227.04
Industrial Bolt & Supply Inc	767744-1	410 016 531 10 31 02	SW - Operating Costs	Hex Screws/Washers/Bit Sets/Ceraminc Disc	54308	\$227.04
Industrial Bolt & Supply Inc	768756-1	101 016 544 90 31 02	ST-Operating Cost	Washers/Drill Bits/Screws	54308	\$137.45
					54308 Total	\$818.56
Ink It Your Way LLC	7727	101 016 542 90 31 01	ST-Clothing	Embroidered PW Hats	54309	\$464.86
					54309 Total	\$464.86
Iron Mountain Quarry LLC	93067	101 016 544 90 31 02	ST-Operating Cost	Rock	54310	\$497.05
					54310 Total	\$497.05

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Irwin	103021 IRWIN	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Adv Boat Collision Havana FL - Irwin	54311	\$413.00
					54311 Total	\$413.00
J Thayer Company Inc	1550291-0	001 010 576 80 31 00	PK-Operating Costs	Toilet Paper/Paper Towels	54312	\$39.07
J Thayer Company Inc	1550291-0	101 016 544 90 31 02	ST-Operating Cost	Toilet Paper/Paper Towels	54312	\$39.07
J Thayer Company Inc	1550291-0	410 016 531 10 31 02	SW - Operating Costs	Toilet Paper/Paper Towels	54312	\$39.07
J Thayer Company Inc	1550878-0	001 013 518 20 31 00	GG-Operating Costs	Paper Pads	54312	\$64.84
J Thayer Company Inc	1551731-0	410 016 531 10 31 01	SW - Office Supplies	Laminator & Pouches	54312	\$413.71
J Thayer Company Inc	1553226-0	001 008 521 20 31 00	LE-Office Supplies	Notebooks/Paper/Toner/Pens	54312	\$267.11
					54312 Total	\$862.87
Jorgensen	100921 BITCO	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Stack Rental 10/04-6/21 Jorgensen	54313	\$100.00
					54313 Total	\$100.00
Knoepfle	101221 KNOEPFLE	001 010 576 80 31 00	PK-Operating Costs	Pens/Staples/Badges/Frames PW Shop - Knoepfle	54314	\$103.44
Knoepfle	101221 KNOEPFLE	001 010 576 80 43 00	PK-Travel & Meetings	Refreshments for PW Shop Open House - Knoepfle	54314	\$30.44
Knoepfle	101221 KNOEPFLE	101 016 543 30 43 00	ST-Travel & Meetings	Refreshments for PW Shop Open House - Knoepfle	54314	\$30.43
Knoepfle	101221 KNOEPFLE	101 016 544 90 31 02	ST-Operating Cost	Pens/Staples/Badges/Frames PW Shop - Knoepfle	54314	\$103.44
Knoepfle	101221 KNOEPFLE	410 016 531 10 31 02	SW - Operating Costs	Pens/Staples/Badges/Frames PW Shop - Knoepfle	54314	\$103.44
Knoepfle	101221 KNOEPFLE	410 016 531 10 43 00	SW - Travel & Meetings	Refreshments for PW Shop Open House - Knoepfle	54314	\$30.44
					54314 Total	\$401.63
Lake Industries LLC	40457	411 016 594 31 60 07	Wier Replacement Scope Design	Hauling Services - Embutment Removal	54315	\$576.00
					54315 Total	\$576.00
Lake Stevens Chamber of Commerce	1021 LSCHAMBER	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - Harford Hall Rental 09/30/21 Chamber	54316	\$250.00
					54316 Total	\$250.00
Lake Stevens Police Guild	100821	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	54259	\$1,157.25
					54259 Total	\$1,157.25
Lake Stevens Sewer District	25059	301 016 595 30 60 03	17005- 24th St & 91st Ext	Engineering Fees 91st Ave SE & 24th St SE	54318	\$3,010.86
					54318 Total	\$3,010.86
Lake Stevens Sewer District	12326.01 1021	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	54317	\$87.00
Lake Stevens Sewer District	13135.01 1021	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	54317	\$231.62
Lake Stevens Sewer District	13135.01 1021	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	54317	\$231.63
Lake Stevens Sewer District	2538.02 1021	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	54317	\$172.00
Lake Stevens Sewer District	3628.02 1021	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	54317	\$86.00
Lake Stevens Sewer District	6294.04 1021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	54317	\$86.00
Lake Stevens Sewer District	6296.03 1021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	54317	\$172.00
Lake Stevens Sewer District	6390.03 1021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	54317	\$180.03
Lake Stevens Sewer District	6666.01 1021	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	54317	\$86.00
Lake Stevens Sewer District	6671.01 1021	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	54317	\$86.00
Lake Stevens Sewer District	6810.01 1021	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	54317	\$172.00
Lake Stevens Sewer District	7002.01 1021	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	54317	\$86.00
Lake Stevens Sewer District	8710.03 1021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	54317	\$86.00
Lake Stevens Sewer District	9902.01 1021	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	54317	\$86.00
					54317 Total	\$1,848.28

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Land Development Consultants Inc	25068	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Powerline Trail Design	54319	\$11,926.73
Land Development Consultants Inc	25069	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Parking Lot Design	54319	\$1,274.00
Land Development Consultants Inc	25078	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Design	54319	\$6,540.74
					54319 Total	\$19,741.47
Language Line Services Inc	10341185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	54320	\$16.28
					54320 Total	\$16.28
LN Curtis & Sons	INV531745	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ripstop Recon Pants	54321	\$126.03
LN Curtis & Sons	INV533049	001 008 521 20 31 01	LE-Fixed Minor Equipment	Short Sleeve Shirts - J Ubert	54321	\$198.96
					54321 Total	\$324.99
Lowes Companies	954928	410 016 531 10 31 02	SW - Operating Costs	Credit - Arbor for Slo	54322	(\$11.98)
Lowes Companies	958634	410 016 531 10 31 02	SW - Operating Costs	Double Drive Gate/Date Hardware Set	54322	\$412.19
Lowes Companies	991731	410 016 531 10 31 02	SW - Operating Costs	Tension Bands/Term PST Caps/Bolts/Fence Ties	54322	\$309.80
					54322 Total	\$710.01
McCrillis	1021 MCCRILLIS	003 000 345 81 00 00	Zoning-Subdivision Fees	Refund LUA2021-0162 Incorrect Fee Amount	54323	\$50.00
					54323 Total	\$50.00
McIntyre	2021-03	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Testing - New Officers	54324	\$300.00
					54324 Total	\$300.00
Method Barricade & Construction Supply LLC	14929	101 016 544 90 31 02	ST-Operating Cost	Barricades	54325	\$1,091.09
					54325 Total	\$1,091.09
Meyer Sign Company Inc	6563	410 016 531 10 31 02	SW - Operating Costs	Decant Sign Panel Design/Fabrication/Installation	54326	\$1,073.65
					54326 Total	\$1,073.65
Michael	100721 MICHAEL	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals SSRDTF Camp Rilea OR - Michael	54327	\$287.00
					54327 Total	\$287.00
Millerstoultime	9282139414	001 010 576 80 31 00	PK-Operating Costs	Wrenches	54328	\$205.64
Millerstoultime	9282139414	101 016 544 90 31 02	ST-Operating Cost	Wrenches	54328	\$205.65
Millerstoultime	9282139414	410 016 531 10 31 02	SW - Operating Costs	Wrenches	54328	\$205.65
					54328 Total	\$616.94
Myron Corp	119478055	001 008 521 30 31 00	LE-Community Outreach Supplies	Bistro Mugs	54329	\$747.10
Myron Corp	119543254	001 008 521 21 31 00	LE-Boating Minor Equipment	Floating Wristband Keyholder	54329	\$494.49
					54329 Total	\$1,241.59
Nationwide Retirement Solution	100821	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$5,010.34
					0 Total	\$5,010.34
Nedrow	042821 NEDROW	001 010 576 80 31 00	PK-Operating Costs	DOT Physical/Permit/Endorsements CDL License	54330	\$80.66
Nedrow	042821 NEDROW	101 016 544 90 31 02	ST-Operating Cost	DOT Physical/Permit/Endorsements CDL License	54330	\$80.67
Nedrow	042821 NEDROW	410 016 531 10 31 02	SW - Operating Costs	DOT Physical/Permit/Endorsements CDL License	54330	\$80.67
					54330 Total	\$242.00
Nelson Distributing Inc	0776252-IN	001 010 576 80 31 00	PK-Operating Costs	Diesel Fluid	54331	\$78.93
Nelson Distributing Inc	0776252-IN	101 016 544 90 31 02	ST-Operating Cost	Diesel Fluid	54331	\$78.93
Nelson Distributing Inc	0776252-IN	410 016 531 10 31 02	SW - Operating Costs	Diesel Fluid	54331	\$78.94
Nelson Distributing Inc	0777696-IN	001 001 513 10 43 00	Executive - Travel & Mtgs	Fuel	54331	\$23.41
Nelson Distributing Inc	0777696-IN	001 006 518 80 43 00	IT-Travel & Meetings	Fuel	54331	\$31.78
Nelson Distributing Inc	0777696-IN	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	54331	\$16.03
Nelson Distributing Inc	0777696-IN	001 007 558 50 32 00	PL-Fuel	Fuel	54331	\$18.59
Nelson Distributing Inc	0777696-IN	001 007 559 30 32 00	PB-Fuel	Fuel	54331	\$39.72
Nelson Distributing Inc	0777696-IN	001 008 521 20 32 00	LE-Fuel	Fuel	54331	\$2,069.23

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nelson Distributing Inc	0777696-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	54331	\$538.76
Nelson Distributing Inc	0777696-IN	101 016 542 30 32 00	ST-Fuel	Fuel	54331	\$1,077.51
Nelson Distributing Inc	0777696-IN	410 016 531 10 32 00	SW - Fuel	Fuel	54331	\$1,077.51
					54331 Total	\$5,129.34
New York Life	100821	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	54260	\$199.00
					54260 Total	\$199.00
New York Life EFT	Sep-21	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	0	\$57.47
New York Life EFT	Sep-21	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	0	\$50.17
New York Life EFT	Sep-21	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	0	\$138.74
New York Life EFT	Sep-21	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	0	\$84.98
New York Life EFT	Sep-21	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	0	\$118.04
New York Life EFT	Sep-21	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	0	\$340.13
New York Life EFT	Sep-21	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	0	\$123.88
New York Life EFT	Sep-21	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	0	\$1,451.45
New York Life EFT	Sep-21	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	0	\$141.81
New York Life EFT	Sep-21	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	0	\$139.40
New York Life EFT	Sep-21	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	0	\$396.02
New York Life EFT	Sep-21	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	0	\$533.00
					0 Total	\$3,575.09
NMC Franchising LLC	170875	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	170875	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	170875	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	54332	\$1,257.00
NMC Franchising LLC	170875	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	170875	001 012 575 50 41 00	CS- The Mill- Janitorial	Janitorial Services - The Mill	54332	\$183.00
NMC Franchising LLC	170875	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	170875	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	54332	\$155.00
NMC Franchising LLC	170875	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	54332	\$160.00
NMC Franchising LLC	170875	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	170875	410 016 531 10 41 01	SW - Professional Services	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	172047	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	172047	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	172047	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	54332	\$1,257.00
NMC Franchising LLC	172047	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	172047	001 012 575 50 41 00	CS- The Mill- Janitorial	Janitorial Services - The Mill	54332	\$183.00
NMC Franchising LLC	172047	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	172047	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	54332	\$155.00
NMC Franchising LLC	172047	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	54332	\$160.00
NMC Franchising LLC	172047	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	54332	\$55.50
NMC Franchising LLC	172047	410 016 531 10 41 01	SW - Professional Services	Janitorial Services - City Hall	54332	\$55.50
					54332 Total	\$4,176.00
O Reilly Auto Parts	2960-290239	410 016 531 10 31 02	SW - Operating Costs	Air Filters/Fuel Filters/Oil Filters/Battery/Motor Oil PW50	54333	\$472.37
					54333 Total	\$472.37
Office of Minority & Womens Business	30313911	001 002 513 11 49 01	AD-Miscellaneous	Political Subdivison Fee 07/01/21 thru 06/30/23	54334	\$150.00
					54334 Total	\$150.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Office of the State Treasurer	0921 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 09-2021	54335	\$14,659.22
Office of the State Treasurer	0921 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 09-2021	54335	\$520.50
					54335 Total	\$15,179.72
Performance Marine Inc	27152	001 008 521 21 48 00	LE-Boating Repair & Maint	Marine Boat Maintenance	54336	\$1,639.57
					54336 Total	\$1,639.57
Pilchuck Equipment Rental and Sales	118848C-1	001 010 576 80 31 00	PK-Operating Costs	Boom Rental	54337	\$533.97
Pilchuck Equipment Rental and Sales	118848C-1	101 016 544 90 31 02	ST-Operating Cost	Boom Rental	54337	\$533.98
Pilchuck Equipment Rental and Sales	118848C-1	410 016 531 10 31 02	SW - Operating Costs	Boom Rental	54337	\$533.98
					54337 Total	\$1,601.93
Pilchuck Veterinary Hospital	714465	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Credit Cia Annual Vaccines	54338	(\$10.65)
Pilchuck Veterinary Hospital	741433	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Wellness Exam/Trio Simparica	54338	\$369.96
					54338 Total	\$359.31
Precision Turf Equipment LLC	12088-49297	001 010 576 80 31 00	PK-Operating Costs	Cable	54339	\$27.12
					54339 Total	\$27.12
Puget Sound Energy	24316495	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	54340	\$69.12
Puget Sound Energy	24316495	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	54340	\$69.12
Puget Sound Energy	24316495	410 016 531 10 47 00	SW - Utilities	Natural Gas - City Shop	54340	\$69.12
Puget Sound Energy	22339471 1021	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	54340	\$100.59
Puget Sound Energy	24770236 1021	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - 10518 18th St SE	54340	\$56.93
Puget Sound Energy	3723810 1021	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	54340	\$70.39
					54340 Total	\$435.27
Reece Construction Company	PROGRESS 7 REECE	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	54341	(\$14,246.26)
Reece Construction Company	PROGRESS 7 REECE	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	54341	\$284,937.35
					54341 Total	\$270,691.09
Rexel USA Inc	2B94203	001 010 576 80 31 00	PK-Operating Costs	Timer/Remote Switch	54342	\$73.82
					54342 Total	\$73.82
SAFEbuilt Washington LLC	0081003-IN	001 007 558 50 41 04	Permit Related Professional Sr	Inspection Services 09-2021	54343	\$3,551.00
					54343 Total	\$3,551.00
Setina Manufacturing Co Inc	233640	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Replacement Seats/Window Barrier PT78/PT79	54344	\$1,747.00
					54344 Total	\$1,747.00
Smarsh Inc	INV00677384	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	54345	\$742.56
					54345 Total	\$742.56
Smernis Enterprises	40600	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Mount/Balance Tire PD Motorcycle	54346	\$424.03
					54346 Total	\$424.03
Snohomish County PUD	100561785	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	54347	\$175.74
Snohomish County PUD	100561785	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	54347	\$1,062.89
Snohomish County PUD	100561785	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	54347	\$58.43
Snohomish County PUD	100561785	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	54347	\$27.31
Snohomish County PUD	105658382	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Electric 12308 17th PI NE	54347	\$17.89
Snohomish County PUD	105658382	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Water 12308 17th PI NE	54347	\$24.48
Snohomish County PUD	105658383	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	54347	\$132.24
Snohomish County PUD	105663717	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	54347	\$22.21
Snohomish County PUD	108958673	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market PI	54347	\$51.82
Snohomish County PUD	112251568	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	54347	\$581.58
Snohomish County PUD	115554437	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	54347	\$55.24
Snohomish County PUD	122171480	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	54347	\$18.32

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	125489633	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	54347	\$147.40
Snohomish County PUD	125498938	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	54347	\$51.31
Snohomish County PUD	125498938	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	54347	\$51.30
Snohomish County PUD	125498938	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	54347	\$51.29
Snohomish County PUD	128764930	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	54347	\$16.60
Snohomish County PUD	128764930	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	54347	\$32.84
Snohomish County PUD	128764930	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	54347	\$59.05
Snohomish County PUD	128764930	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	54347	\$367.93
Snohomish County PUD	128764930	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	54347	\$53.18
Snohomish County PUD	128764930	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	54347	\$90.45
Snohomish County PUD	128764930	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	54347	\$180.06
Snohomish County PUD	128764930	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	54347	\$556.90
Snohomish County PUD	128764930	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	54347	\$28.82
Snohomish County PUD	128767628	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	54347	\$43.64
Snohomish County PUD	132079581	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	54347	\$47.82
Snohomish County PUD	135374641	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	54347	\$121.90
Snohomish County PUD	135374641	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	54347	\$73.10
Snohomish County PUD	135377483	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric	54347	\$38.68
Snohomish County PUD	135377483	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Water	54347	\$24.51
Snohomish County PUD	135382650	001 010 576 80 47 00	PK-Utilities	222625881 8801 Froniter Cir W Water	54347	\$55.93
					54347 Total	\$4,320.86
Snohomish County PUD	135383261	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	54348	\$67.35
Snohomish County PUD	138577039	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	54348	\$12.40
Snohomish County PUD	138577039	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	54348	\$12.40
Snohomish County PUD	138577039	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	54348	\$12.41
Snohomish County PUD	138580402	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	54348	\$126.35
Snohomish County PUD	145232254	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	54348	\$126.57
Snohomish County PUD	145239819	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	54348	\$192.19
Snohomish County PUD	148525072	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	54348	\$10,980.64
Snohomish County PUD	148525073	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	54348	\$1,500.18
Snohomish County PUD	148525074	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	54348	\$1,251.30
Snohomish County PUD	151824166	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	54348	\$133.60
Snohomish County PUD	151825340	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	54348	\$249.27
Snohomish County PUD	155064824	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	54348	\$158.76
Snohomish County PUD	155065328	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	54348	\$168.18
Snohomish County PUD	164640089	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	54348	\$71.52
Snohomish County PUD	164640089	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	54348	\$71.52
Snohomish County PUD	164640089	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	54348	\$71.52
Snohomish County PUD	167849973	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	54348	\$28.30
Snohomish County PUD	167857096	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	54348	\$51.03
					54348 Total	\$15,285.49
Snohomish County Treasurer	0921 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 09-2021	54349	\$206.73
					54349 Total	\$206.73
Snohomish Regional Fire & Rescue	Q3 2021 FIRE	633 000 589 30 00 02	Fire District Fee Remit	Q3 2021 Fire Fees	54350	\$6,425.00
					54350 Total	\$6,425.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Sound Publishing Inc	EDH939246	001 007 558 50 41 03	PL-Advertising	Planning Comm PH NonConforming Regulations	54351	\$44.80
Sound Publishing Inc	EDH939445	001 007 558 50 41 03	PL-Advertising	LUA2021-0136 Permissible Uses Code Update	54351	\$128.80
Sound Publishing Inc	EDH939453	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0153	54351	\$95.20
Sound Publishing Inc	EDH939487	001 013 518 30 41 01	GG-Advertising	Ordinance 1126	54351	\$29.40
Sound Publishing Inc	EDH940052	001 013 518 30 41 01	GG-Advertising	LUA2021-0136	54351	\$65.80
					54351 Total	\$364.00
Sound Security Inc	1025927	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Instrusion/Fire/Elevator Monitoring PD	54352	\$1,125.00
Sound Security Inc	1025928	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 10518 18th St SE	54352	\$65.00
Sound Security Inc	1028139	001 010 576 80 41 00	PK-Professional Services	Access Monitoring PW Shop 10-2021	54352	\$65.32
Sound Security Inc	1028139	101 016 542 30 41 02	ST-Professional Service	Access Monitoring PW Shop 10-2021	54352	\$130.64
Sound Security Inc	1028139	410 016 531 10 41 01	SW - Professional Services	Access Monitoring PW Shop 10-2021	54352	\$130.64
					54352 Total	\$1,516.60
Stericycle Inc	3005730140	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	54353	\$10.36
					54353 Total	\$10.36
Stewart Investments Inc	P1023	510 006 594 18 64 00	Capital - Purch Computer Equip	Camera Install North Cove/Davies Beach/Frontier Heights	54354	\$18,303.57
					54354 Total	\$18,303.57
SVR Inc	26260	410 016 531 10 45 00	SW - Dumpster Service	Dumpster Rental - PW Shop	54355	\$830.99
					54355 Total	\$830.99
Symbol Arts	0409725-IN	001 008 521 20 31 01	LE-Fixed Minor Equipment	State Seal Badge	54356	\$65.40
Symbol Arts	0409807-IN	001 008 521 30 31 00	LE-Community Outreach Supplies	LSPD Coins Beazizo/Emergency Mgmt Coins	54356	\$2,061.20
					54356 Total	\$2,126.60
Teamsters Local No 763	100821	001 000 284 00 00 00	Payroll Liability Other	Union Dues	54261	\$1,202.00
					54261 Total	\$1,202.00
Teamsters Welfare Trust Dental EFT	Sep-21	001 000 282 00 00 00	Payroll Liability Retirement	Teamsters Dental Premium	0	\$2,752.00
					0 Total	\$2,752.00
Technological Services Inc	21297	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Brake Inspect/Misc Trans S-16-61	54357	\$325.67
Technological Services Inc	21320	001 008 521 20 48 00	LE-Repair & Maintenance Equip	New Tire PT-18-79	54357	\$193.16
Technological Services Inc	21330	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery Replacement PT-18-78	54357	\$301.90
Technological Services Inc	21331	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Repair PT-17-75	54357	\$29.65
Technological Services Inc	21340	001 008 521 20 48 00	LE-Repair & Maintenance Equip	New Tire PT-19-82	54357	\$185.48
Technological Services Inc	21344	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Factory Recall Undercarriage Splash Shield PT-20-89	54357	\$71.26
Technological Services Inc	21360	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Brake Repair/Tire Repair PT-19-81	54357	\$861.92
					54357 Total	\$1,969.04
Transpo Group USA Inc	26979	101 016 542 30 41 02	ST-Professional Service	HPMS Data Collection Services	54358	\$7,890.00
					54358 Total	\$7,890.00
Trinity Contractors Inc	PROGRESS 3 LIBRARY	306 000 594 21 60 01	Police Dept Retrofit - Old Fac	Police/Library Building Repair Project 20011	54359	\$3,604.13
					54359 Total	\$3,604.13
ULINE	139291789	001 010 576 80 31 00	PK-Operating Costs	Doorstops/Label Maker	54360	\$81.07
ULINE	139291789	101 016 544 90 31 02	ST-Operating Cost	Doorstops/Label Maker	54360	\$81.07
ULINE	139291789	410 016 531 10 31 02	SW - Operating Costs	Doorstops/Label Maker	54360	\$81.08
ULINE	139303000	001 010 576 80 31 00	PK-Operating Costs	Mesh Task Chair	54360	\$320.07
ULINE	139303000	101 016 544 90 31 02	ST-Operating Cost	Mesh Task Chair	54360	\$320.07
ULINE	139303000	410 016 531 10 31 02	SW - Operating Costs	Mesh Task Chair	54360	\$320.07
ULINE	139303044	001 010 576 80 31 00	PK-Operating Costs	Mesh Task Chair	54360	\$223.42
ULINE	139303044	101 016 544 90 31 02	ST-Operating Cost	Mesh Task Chair	54360	\$223.43

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
ULINE	139303044	410 016 531 10 31 02	SW - Operating Costs	Mesh Task Chair	54360	\$223.42
ULINE	139357641	001 010 576 80 31 00	PK-Operating Costs	Coat Hook/Waste Container/Swiffers	54360	\$150.40
ULINE	139357641	101 016 544 90 31 02	ST-Operating Cost	Coat Hook/Waste Container/Swiffers	54360	\$150.39
ULINE	139357641	410 016 531 10 31 02	SW - Operating Costs	Coat Hook/Waste Container/Swiffers	54360	\$150.39
ULINE	139547959	001 010 576 80 31 00	PK-Operating Costs	Exit Arrow/Mesh Chair	54360	\$126.33
ULINE	139547959	101 016 544 90 31 02	ST-Operating Cost	Exit Arrow/Mesh Chair	54360	\$126.34
ULINE	139547959	410 016 531 10 31 02	SW - Operating Costs	Exit Arrow/Mesh Chair	54360	\$126.34
ULINE	139636383	001 010 576 80 31 00	PK-Operating Costs	Label Tape	54360	\$134.19
ULINE	139636383	101 016 544 90 31 02	ST-Operating Cost	Label Tape	54360	\$134.19
ULINE	139636383	410 016 531 10 31 02	SW - Operating Costs	Label Tape	54360	\$134.18
ULINE	139672223	001 010 576 80 31 00	PK-Operating Costs	Mesh Strt Wall/Totes/Pallet Rack/Mesh Bins	54360	\$536.74
ULINE	139672223	101 016 544 90 31 02	ST-Operating Cost	Mesh Strt Wall/Totes/Pallet Rack/Mesh Bins	54360	\$536.73
ULINE	139672223	410 016 531 10 31 02	SW - Operating Costs	Mesh Strt Wall/Totes/Pallet Rack/Mesh Bins	54360	\$536.73
ULINE	139797807	001 010 576 80 31 00	PK-Operating Costs	Forklift Platform/Bins/Vertical Rack/Wood Pegboard	54360	\$598.61
ULINE	139797807	101 016 544 90 31 02	ST-Operating Cost	Forklift Platform/Bins/Vertical Rack/Wood Pegboard	54360	\$598.61
ULINE	139797807	410 016 531 10 31 02	SW - Operating Costs	Forklift Platform/Bins/Vertical Rack/Wood Pegboard	54360	\$598.61
ULINE	139806276	001 010 576 80 31 00	PK-Operating Costs	Sign Holders	54360	\$32.00
ULINE	139806276	101 016 544 90 31 02	ST-Operating Cost	Sign Holders	54360	\$31.99
ULINE	139806276	410 016 531 10 31 02	SW - Operating Costs	Sign Holders	54360	\$32.00
ULINE	139809079	001 010 576 80 31 00	PK-Operating Costs	Pallet Rack Wire Decking	54360	\$110.79
ULINE	139809079	101 016 544 90 31 02	ST-Operating Cost	Pallet Rack Wire Decking	54360	\$110.79
ULINE	139809079	410 016 531 10 31 02	SW - Operating Costs	Pallet Rack Wire Decking	54360	\$110.79
					54360 Total	\$6,940.84
Ultrablock Inc	0051859-IN	001 010 576 80 31 00	PK-Operating Costs	Full Flat Cap Blocks	54361	\$377.86
Ultrablock Inc	0051859-IN	101 016 544 90 31 02	ST-Operating Cost	Full Flat Cap Blocks	54361	\$377.87
Ultrablock Inc	0051859-IN	410 016 531 10 31 02	SW - Operating Costs	Full Flat Cap Blocks	54361	\$377.87
					54361 Total	\$1,133.60
United Rentals North America Inc	198318663-002	411 016 594 31 60 07	Wier Replacement Scope Design	Diesel Pump Rentals/Hoses - Outfall Project	54362	\$4,089.72
					54362 Total	\$4,089.72
UPS	0000074Y42411	001 008 521 20 42 00	LE-Communication	Evidence Shipping	54363	\$10.42
					54363 Total	\$10.42
US Bank St Paul	1848716	210 000 591 75 71 00	2008 Bond Princp Pymt - GG	LAKSGOREF08A Series 2008A Sewer Principial	54364	\$155,000.00
US Bank St Paul	1848716	210 000 592 18 83 00	2008 Bond Interest Payment	LAKSGOREF08A Series 2008A Sewer Interest	54364	\$28,952.50
US Bank St Paul	1848716	210 070 591 35 71 00	2008 Bond Principal - Sewer	LAKSGOREF08A Series 2008A Sewer Principal	54364	\$130,000.00
US Bank St Paul	1848716	210 070 592 35 83 00	2008 Bond Interest Payment	LAKSGOREF08A Series 2008A Sewer Interest	54364	\$5,200.00
					54364 Total	\$319,152.50
US Bank St Paul	1849675	215 000 591 95 70 00	2021A LTGO Principal Pmt	LAKSLTGO21A Bond Principal	54365	\$180,000.00
US Bank St Paul	1849675	215 000 592 95 80 00	2021A LTGO Interest Pmt	LAKSLTGO21A Bond Interest	54365	\$144,857.23
					54365 Total	\$324,857.23
Vantagepoint Transfer Agents - 108991	100821	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	54262	\$412.35
					54262 Total	\$412.35
Vantagepoint Transfer Agents - 307428	100821	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	54264	\$1,966.10
					54264 Total	\$1,966.10

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Verizon Northwest	9887470939	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	54366	\$293.44
Verizon Northwest	9887470939	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	54366	\$41.92
Verizon Northwest	9887470939	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	54366	\$48.05
Verizon Northwest	9887470939	001 003 514 20 42 00	CC-Communications	Wireless Phone Service Clerk	54366	\$46.92
Verizon Northwest	9887470939	001 004 514 23 42 00	FI-Communications	Wireless Phone Service Finance	54366	\$37.24
Verizon Northwest	9887470939	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	54366	\$88.84
Verizon Northwest	9887470939	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	54366	\$372.77
Verizon Northwest	9887470939	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	54366	\$380.37
Verizon Northwest	9887470939	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	54366	\$337.72
Verizon Northwest	9887470939	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	54366	\$617.18
Verizon Northwest	9887470939	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	54366	\$617.19
Verizon Northwest	9887470939	410 016 531 10 42 00	SW - Communications	Wireless Phone Service PW	54366	\$617.19
Verizon Northwest	9889654780	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	54366	\$312.20
Verizon Northwest	9889654780	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	54366	\$44.60
Verizon Northwest	9889654780	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	54366	\$49.60
Verizon Northwest	9889654780	001 003 514 20 42 00	CC-Communications	Wireless Phone Service Clerk	54366	\$113.63
Verizon Northwest	9889654780	001 004 514 23 42 00	FI-Communications	Wireless Phone Service Finance	54366	\$103.63
Verizon Northwest	9889654780	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	54366	\$172.29
Verizon Northwest	9889654780	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	54366	\$443.68
Verizon Northwest	9889654780	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	54366	\$543.99
Verizon Northwest	9889654780	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	54366	\$262.49
Verizon Northwest	9889654780	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	54366	\$572.28
Verizon Northwest	9889654780	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	54366	\$572.28
Verizon Northwest	9889654780	410 016 531 10 42 00	SW - Communications	Wireless Phone Service PW	54366	\$572.28
					54366 Total	\$7,261.78
Washington State Dept of Ecology	WAR309371-94930	410 016 531 10 41 08	SW - DOE Annual Permit	North Cove Phase II 2022 Stormwater Permit	54367	\$780.00
					54367 Total	\$780.00
Washington State Dept of Enterprise Svcs	71136151	101 016 542 30 49 01	ST-Staff Development	Registration - WA State Emotional Intelligence - Bredstrand	54368	\$305.00
					54368 Total	\$305.00
Washington State Support Registry	100821	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$544.50
					0 Total	\$544.50
Watch Systems LLC	51381	001 008 521 20 41 01	LE-Professional Serv-Fixed	Community Notifications for Sex Offender	54369	\$38.37
					54369 Total	\$38.37
Wave Broadband	103946401-0009073	001 002 513 11 42 00	AD-Communications	Telephone Service	54370	\$70.22
Wave Broadband	103946401-0009073	001 003 514 20 42 00	CC-Communications	Telephone Service	54370	\$140.43
Wave Broadband	103946401-0009073	001 004 514 23 42 00	FI-Communications	Telephone Service	54370	\$140.43
Wave Broadband	103946401-0009073	001 005 518 10 42 00	HR-Communications	Telephone Service	54370	\$70.22
Wave Broadband	103946401-0009073	001 006 518 80 42 00	IT-Communications	Telephone Service	54370	\$210.65
Wave Broadband	103946401-0009073	001 007 558 50 42 00	PL-Communication	Telephone Service	54370	\$456.64
Wave Broadband	103946401-0009073	001 007 559 30 42 00	PB-Communication	Telephone Service	54370	\$70.21
Wave Broadband	103946401-0009073	001 008 521 20 42 00	LE-Communication	Telephone Service	54370	\$2,388.30
Wave Broadband	103946401-0009073	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service Museum	54370	\$70.21
Wave Broadband	103946401-0009073	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	54370	\$70.22
Wave Broadband	103946401-0009073	001 013 518 20 42 00	GG-Communication	Telephone Service	54370	\$280.87
Wave Broadband	103946401-0009073	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	54370	\$404.10

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Account #</u>	<u>Account Name</u>	<u>Description</u>	<u>Check #</u>	<u>Amount</u>
Wave Broadband	103946401-0009073	410 016 531 10 42 00	SW - Communications	Telephone Service Shop	54370	\$404.10
Wave Broadband	103946401-0009073	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	54370	\$632.70
					54370 Total	\$5,409.30
West Coast Pet Memorial Services	WA70314-I-0034	101 016 544 90 31 02	ST-Operating Cost	Animal Creation Services Sept 2021	54371	\$164.54
					54371 Total	\$164.54
Western Conference of Teamsters Pension Trust	100821	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	54263	\$3,337.66
					54263 Total	\$3,337.66
Westside Windows Inc	9784	001 013 518 20 41 00	GG-Professional Service	Window Cleaning CH	54372	\$350.00
					54372 Total	\$350.00
Willards Pest Control Co	370451	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	54373	\$130.80
Willards Pest Control Co	370452	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	54373	\$69.76
					54373 Total	\$200.56
WM Corporate Services Inc	0885130-4968-9	410 016 531 10 45 00	SW - Dumpster Service	Dumpster Service - 12699 36th St NE	54374	\$124.00
					54374 Total	\$124.00
Wynne and Sons Inc	70228	001 003 514 20 31 00	CC-Office Supply	Business Cards - Weaver	54375	\$38.79
Wynne and Sons Inc	70228	001 004 514 23 31 00	FI-Office Supplies	Business Cards - Heist	54375	\$53.77
Wynne and Sons Inc	70228	001 005 518 10 31 00	HR-Office Supplies	Business Cards - Lee	54375	\$38.79
Wynne and Sons Inc	70228	001 007 558 50 31 00	PL-Office Supplies	Business Cards - Schmidt	54375	\$53.77
Wynne and Sons Inc	70228	001 010 576 80 31 00	PK-Operating Costs	Business Cards - Wietholter	54375	\$12.93
Wynne and Sons Inc	70228	101 016 544 90 31 02	ST-Operating Cost	Business Cards - Wietholter	54375	\$12.93
Wynne and Sons Inc	70228	410 016 531 10 31 02	SW - Operating Costs	Business Cards - Wietholter/Hentila	54375	\$51.73
Wynne and Sons Inc	70414	001 007 558 50 31 00	PL-Office Supplies	Business Cards - Needham	54375	\$57.66
Wynne and Sons Inc	70414	001 007 559 30 31 00	PB-Office Supplies	Business Cards - Farmer	54375	\$57.66
					54375 Total	\$378.03
Ziply Fiber	1021 ZIPLY	001 012 575 30 42 00	CS- Museum - Communications	Telephone Services Museum	54376	\$219.44
Ziply Fiber	1021 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	54376	\$60.79
					54376 Total	\$280.23

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

October 12, 2021 at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant and Steve Ewing

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, Planning Manager David Levitan, Associate Planner Jill Needham and City Attorney Greg Rubstello.

Call to Order:

The Mayor called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present.

Presentation:

Mayor Gailey dedicated the upstairs of The Mill Building, the Stack Room, to Senator Hobbs. He explained that Senator Hobbs was instrumental in getting the funding for the building. There is a dedication plaque on the wall in the Stack Room that the Mayor read out loud.

Approval of Agenda:

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Jorstad, to approve the agenda as presented. The motion passed 7-0-0-0.

Citizen Comments:

Gary Schmuck, Lake Stevens. Mr. Schmuck spoke sidewalks.

Earl Gray, Lake Stevens. Mr. Gray spoke about political signs.

Council Business:

Councilmember Dickinson attended the Senior Center Board Meeting. She said the Senior Center is in rough shape and needs funding. She asked the Council to consider giving money to the Senior Center out of the American Rescue Plan Act (ARPA) funds.

Councilmember Frederick attended the Veterans Commission Meeting. The Commission will be sending out a newsletter in order to facilitate community outreach. He attended the Youth

Advisory Council meeting. He stated he was happy to be back in person. Lastly, the Covid numbers are looking better.

Councilmember Ewing mentioned that September is Suicide Awareness Month. He attended Planning Commission, Youth Advisory Council and the Health District Meeting.

Councilmember Petershagen attended the Planning Commission meeting.

Councilmember Jorstad mentioned that it is National Mental Health Day. She read a statement aloud.

Councilmember Tageant attended the Veterans Commission Meeting. The next Coffee Klatch is Saturday October 16, 2021 at Buzz Inn Restaurant.

Councilmember Daughtry attended the Youth Advisory Council and Veteran Commission meeting.

Mayor Business:

Mayor Gailey attended the International City Managers Association Conference with City Administrator Brazel. He will be bringing ARPA funding recommendations to the next Council meeting. He spoke to the \$600,000 request from County Councilmember Low for the food bank. Lastly, he read a Domestic Violence Awareness Month Proclamation into the record for October.

City Department Report:

Finance Director Stevens introduced Matthew Heist, the City's new Finance Manager.

City Clerk Chelin introduced Caitlin Weaver, the City's new Deputy City Clerk.

The 2021 ICMA Annual Conference Report was included in the Council packets.

Chief Beazizo will be interviewing candidates for the Deputy Chief position.

City Administrator Brazel stated that the Council Procedures will need to be revised now that the Council is back in person for hybrid meetings.

Consent Agenda:

MOTION: Councilmember Frederick made a motion, seconded by Councilmember Daughtry, to approve the consent agenda. The motion passed 7-0-0-0.

The consent agenda included the following:

- Vouchers
- City Council Meeting Minutes of September 21, 2021, September 28, 2021 and October 5, 2021
- Ordinance 1125 Amending LSMC 2.68 Police Civil Service Commission
- Temporary Policy Analyst Position

Public Hearing:

Ordinance 1124 - Permissible Use Tables

Planning Manager Levitan and Associate Planner Needham presented to the Council. They explained that the public hearing tonight is to consider city-initiated land use code amendment to LSMC 14.40 (Permissible Uses) and associated chapters, which aim to update the city's permissible uses table and provide more clear and objective development standards for specific uses. The Planning Commission held a public hearing on the proposal on September 15, 2021 and made a unanimous recommendation for the City Council to approve the amendment as shown in the proposed Ordinance 1124.

Staff recommends that the Council approve Ordinance 1124 which would amend LSMC Chapters 5.08 (Definitions), 14.08 (Basic Definitions and Interpretations), 14.40 (Permissible Uses), 14.44 (Supplementary Use Regulations) and 14.72 (Parking) consistent with the Planning Commission's recommendation.

Mayor Gailey opened the public hearing for public comment.

There were not public comments.

Mayor Gailey closed the public comment portion of the hearing at 6:43 p.m.

Council and staff engaged in a discussion.

Staff will look into the Council's questions and concerns. This Public Hearing will be continued to November 9, 2021.

Discussion Items:

2022 Budget Requests

Finance Director Stevens reviewed the budget priorities, staffing requests, item requests, service/consultant requests, capital requests and ARPA fund requests. The Council will continue to discuss the budget at next week's Council workshop on October 19, 2021.

Mayor Gailey asked if the Council would be interested in holding the workshops remotely and keep the Council regular meetings hybrid like tonight's meeting. The Council will let Councilmember Daughtry know what they prefer.

Adjournment:

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Dickinson, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 7:54 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL WORKSHOP MEETING MINUTES**

Tuesday, October 19, 2021 at 6:00 p.m.
By Remote Participation via Zoom

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Marcus Tageant, Steve Ewing and Anji Jorstad

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Public Works Director Eric Durpos, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, City Attorney Greg Rubstello, City Engineer Ryan Weitholter, Engineering Technician Erik Mangold and City Clerk Kelly Chelin

Discussion Items:

Pavement Condition Survey

City Engineer Weitholter and Engineering Technician Mangold presented the Pavement Condition Survey to the Council.

2022 Preliminary Budget

The Council and Staff continued to discuss the budget requests for 2022.

Executive Session:

The meeting recessed to Executive Session at 7:45 p.m. to discuss the Performance of a Public Employee per RCW 42.30.110 (1)(g) for approximately 10 minutes. There will be no action.

The meeting reconvened to regular session at 7:54 p.m.

Adjourn:

Hearing no further business, the meeting was adjourned at 7:54 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk



STAFF REPORT

Council Agenda

Date: October 26, 2021

Subject: Body Worn Camera Proposal for Lake Stevens Police Department

Contact			\$133,290.65
Person/Department:	Jeffrey Beazizo, Chief of Police	Budget Impact:	over 5 years

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

City Council approve the program and give authorization to the Mayor or City Administrator to award and sign the Motorola Body Worn Camera Contract authorizing a 5-year payment plan.

SUMMARY/BACKGROUND:

Body Worn Cameras are a valuable tool for promoting transparency in law enforcement by recording citizen contacts with police officers. Body worn cameras are becoming more necessary due to implementation of current and future legislation. The Lake Stevens Police Department will use body cameras to document citizen contacts. While it does not provide a complete account of a police contact, video does provide additional perspective to be considered along with other information. Video footage produced by body-worn cameras may be used as evidence in civil or criminal investigations, reviewed administratively as described below, used as a tool in law enforcement training and utilized as a reference in incident documentation.

Interviews, analysis, and comparisons were completed with the following three companies: Axon, Motorola and Body Worn. Axon is the industry leader and has the most expensive program. Motorola is second in the industry and offers the lowest priced package. Body Worn is a newer company to the industry and is priced just below Axon.

After a thorough review of the three proposals, the department found Motorola to have the most advancements in camera technology, video management and redaction software compatibility, replacement warranty, and most advantageous to meet the department's needs.

The funds being used are from a one-time payment of State Shared Law Enforcement & Criminal Justice contribution for "unfunded mandates" and will be used for the 5-year contract. Remaining funding will be added to the future budget request in 2027 and beyond. The costs breakdown (includes tax) is as followed:

\$31,018.13 Year 1
\$25,568.13 Year 2
\$25,568.13 Year 3
\$25,568.13 Year 4
\$25,568.13 Year 5

ATTACHMENTS:

- ▶ Exhibit A: BWC Quote Memo signed by Chief
- ▶ Exhibit B: Contract
- ▶ Exhibit C: Motorola Bid
- ▶ Exhibit D: Axon Bid
- ▶ Exhibit D: Body Worn Bid

INTEROFFICE COMMUNICATION LAKE STEVENS POLICE DEPARTMENT



TO: Chief Beazizo
FROM: Sgt Barnes
SUBJECT: BWC Quotes
DATE: 08/16/2021

John 101

Chief,

This memo is attached to the three BWC quotes we have received so far; Axon, Motorola, and BodyWorn.

Axon, the leader in the industry is the most expensive at \$265K over 5 years. BodyWorn is a newer company that is known for its innovative integration of the camera into the uniform to prevent accidental/intentional removal of the camera. Their 5-year cost is slightly less at \$238K. Motorola is #2 in the industry for BWCs and has a total system similar to Axon's at a discounted price of \$123K over 5 years.

Axon and Motorola both refresh the cameras half-way through the contract. Both also have a "no questions asked" 5-year warranty on their cameras that do not work or get lost.

City IT and I also met with Axis (same company that makes the static cameras around our buildings) and listened to their presentation. We did talk about a trial run of their cameras and software program that Troy is pushing. I am not convinced their BWCs will be sufficient for our needs. While the company has been around a while, their BWC program only started up in April of 2021. This is a very new project for them and I am not convinced of the longevity/durability of their product. Their contracts are very different and not long term. We would buy the BWCs outright at approx. \$400/each and each item would be added to the bill for connection to the system. The total initial cost would be approx. \$50K+ with annual software licensing/updates would add to the costs. The BWCs are warranted for 5 years, but not due to damage.

I know that there is a lot more to do on this project, so this memo is preliminary. I sent Julie the POC for Motorola to discuss redaction/integration for PDR issues.

Thanks,

cc:
Distribution:

*APPROVED - FWD TO ADMINISTRATIVE MANAGER USERT FOR
BUDGET. MOTOROLA VENDOR IS MOST COST EFFECTIVE PER BIOS*

INTEGRITY * HONOR * SERVICE

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration**

Services”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and

equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription

Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or

hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“**Claim**”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the “**Infringing Product**”) directly infringes a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or

other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential

Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-**

Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; **“Motorola Data”** means data owned or licensed by Motorola; **“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **“Process”** or **“Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, **“Motorola Materials”**). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and

Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in

the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c)

Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit.

Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as

specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other

device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services

referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. **Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. **Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may

discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each

Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Mobile Video Addendum

This Mobile Video Addendum (this “**MVA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and Customer (as defined in the MCA), and will be subject to, and governed by, the terms of the Master Customer Agreement, available at www.motorolasolutions.com/product-terms (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

9. Addendum. This MVA, available at www.motorolasolutions.com/product-terms, governs Customer’s purchase of any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”). A “**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

10. Evidence Management Systems; Applicable Terms and Conditions.

10.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

10.2. Cloud Hosted Evidence Management. If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), including CommandCentral Evidence and EvidenceLibrary.com Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 – System Completion** below.

10.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Ordering Document.

11. Payment. Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or

schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

12. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

13. Additional Software and Video Terms.

13.1. Unlimited Storage. In the event Customer purchases a Cloud Hosted Evidence Management System with "Unlimited Storage", including evidence management under the VaaS Program, then "Unlimited Storage" means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

13.2. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at: www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

13.3. WatchGuard Detector Mobile. Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

13.4. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola's standard Data License Addendum.

13.5. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the

Customer's own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies ("**LEAs**") which contract with Motorola to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

13.6. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("**API**") sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

13.7. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

13.8. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

14. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

14.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") are eligible for a one-time replacement at no additional cost to the Customer beginning on the date three (3) years following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at

the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

14.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The **“No-fault Warranty”** means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

14.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the **“Initial Commitment Term”**). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

14.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a **“Subsequent Commitment Term”**) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a **“Commitment Term”**.

14.5. Included Subscription Software.

14.5.1. **EvidenceLibrary.com.** Subject to **Section 6.7.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Document during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

14.5.2. **CommandCentral.** For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC

Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

14.5.3. CarDetector Mobile. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

14.6. VaaS Program Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

14.7. VaaS Program Term and Termination.

14.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

14.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer

purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

15. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

16. Additional Cloud Terms. The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

16.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

16.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

16.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

16.4. Maintenance. Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

17. Survival. The following provisions will survive the expiration or termination of this MVA for any reason: Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – EvidenceLibrary.com; Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.



Quote For:

**Lake Stevens Police Department
Attn: Sgt. Barnes**

Reference:

Lake Stevens PD Body Camera Quote

Quote By:

Blake Galloway

Date: 06-21-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video

415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661



Prepared For:

Lake Stevens Police Department - Attention: Sgt. Barnes
Lake Stevens PD Body Camera Quote

QUOTATION - KCI-0156-01

DATE: 06-21-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Purchase as a Service

Deliverables / Materials / Services	Qty	Unit Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month	35	\$2,940.00	\$102,900.00
AAS-BWC-5YR-001 (PaaS)			
Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing.			
User licenses on a per-device basis.			
50 GB of non-device storage included per device, averaged across all devices in the program			
CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included.			
Body-worn camera (battery + choice of mount included)			
Third year technology (Hardware) refresh.			
5-year agreement (billed Quarterly or Annually)			
Advanced hardware replacement service & 24/7 support			
No-Fault hardware warranty			
Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month	2	\$1,800.00	\$3,600.00
AAS-BWC-XFS-DOC (PaaS)			
8-Bay Ethernet Transfer Station			
Ethernet Cable, Rack mount (optional) & Power Cord			

Additional CommandCentral digital evidence user license - 5 Year License @ \$39 per Month	2	\$2,340.00	\$4,680.00
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AAS-CCD-USR-5YR (*PaaS*)

Additional license for CommandCentral cloud-based evidence management system.

Unlimited storage and unlimited cloud sharing.

User licenses on a named-user basis.

Select CommandCentral evidence capture, records, and community engagement capabilities included.

USB Docking Station Video-as-a-Service Package @ \$4 per Month	11	\$240.00	\$2,640.00
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AAS-BWC-USB-DOC (*PaaS*)

USB Dock for Body-worn camera including USB Cable

V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh @ \$99.00 each	35	\$99.00	\$3,465.00
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WGP02614 (*PaaS*)

Subtotal Price	\$117,285.00
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Deployment, Installation, and Training (Direct Up Front Purchase)

Deliverables / Materials / Services	Qty	Unit Price	Amount
Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation	1	\$5,000.00	\$5,000.00
WGW00122-400			

Subtotal Price	\$5,000.00
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Free With Purchase

Deliverables / Materials / Services	Qty	Unit Price	Amount
Pre Configured V300 Transfer Station II with Power Supply and Cables.	1	\$0.00	\$0.00
BW-ACK-V3-TSC			
V300 Transfer Station II			
TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB			
includes kit with Power Supply and Cables.			

Subtotal Price	\$0.00
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Purchase as a Service (PaaS) Financial Profile

Total Price	\$122,285.00
Amortized	\$117,285.00
Direct Purchase Items	\$5,000.00
Due Now	\$28,457.00
Annual Invoice	\$23,457.00

5 Year Cost Breakdown

Year 1	\$28,457.00
Year 2	\$23,457.00
Year 3	\$23,457.00
Year 4	\$23,457.00
Year 5	\$23,457.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. NOTE TO SELLER: For existing customers, please validate whether additional terms are required for the sale of any new product, software, service or subscription with your assigned territory legal resource.

Quoted by: Blake Galloway - 214-551-2709 - blake.galloway@motorolasolutions.com



AXON

Lake Stevens Police Dept. - WA

AXON SALES REPRESENTATIVE

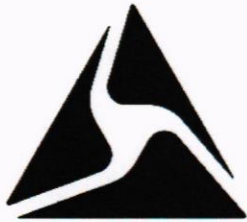
Thom Ruseva-Mahan

+1 4805026238

tmahan@axon.com

ISSUED

6/4/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-302231-44368.836TR

Issued: 06/04/2021

Quote Expiration: 08/15/2021

Account Number: 113552

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SHIP TO

Jim Barnes
Lake Stevens Police Dept. - WA
1825 South Lake Stevens Road
Lake Stevens, WA 98258
US

BILL TO

Lake Stevens Police Dept. - WA
PO BOX 257
LAKE STEVENS, WA 98258
US

SALES REPRESENTATIVE

Thom Ruseva-Mahan
Phone: +1 4805026238
Email: tmahan@axon.com
Fax: +1 4809993359

PRIMARY CONTACT

Jim Barnes
Phone: (425) 334-9537
Email: jrbarnes@lakestevenswa.gov

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73478	REDACTION ASSISTANT USER ACCESS LICENSE	60	32	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	32	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	32	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	128	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	32	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	21	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	7	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		32	699.00	699.00	22,368.00
74210	AXON BODY 3 - 8 BAY DOCK		4	1,495.00	1,495.00	5,980.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		4	43.90	43.90	175.60
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		35	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		32	0.00	0.00	0.00
Other						
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	32	108.00	108.00	3,456.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	32	1,068.00	1,068.00	34,176.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73665	RESPOND DEVICE PAYMENT	12	32	60.00	60.00	1,920.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	7	468.00	468.00	3,276.00
73827	AB3 CAMERA TAP WARRANTY	60	32	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	4	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		4	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
Subtotal						71,351.60
Estimated Shipping						0.00
Estimated Tax						6,421.64
Total						77,773.24

Spare

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		1	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	1	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	32	108.00	108.00	3,456.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	7	468.00	468.00	3,276.00
73665	RESPOND DEVICE PAYMENT	12	32	60.00	60.00	1,920.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	32	1,068.00	1,068.00	34,176.00
					Subtotal	42,828.00
					Estimated Tax	3,854.52
					Total	46,682.52

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73309	AXON CAMERA REFRESH ONE		1	0.00	0.00	0.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	32	108.00	108.00	3,456.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	7	468.00	468.00	3,276.00
73665	RESPOND DEVICE PAYMENT	12	32	60.00	60.00	1,920.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	32	1,068.00	1,068.00	34,176.00
73309	AXON CAMERA REFRESH ONE		32	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		4	0.00	0.00	0.00
					Subtotal	42,828.00
					Estimated Tax	3,854.52
					Total	46,682.52

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	32	108.00	108.00	3,456.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	7	468.00	468.00	3,276.00
73665	RESPOND DEVICE PAYMENT	12	32	60.00	60.00	1,920.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	32	1,068.00	1,068.00	34,176.00
					Subtotal	42,828.00
					Estimated Tax	3,854.52
					Total	46,682.52

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	32	108.00	108.00	3,456.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	7	468.00	468.00	3,276.00
73665	RESPOND DEVICE PAYMENT	12	32	60.00	60.00	1,920.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	32	1,068.00	1,068.00	34,176.00
73310	AXON CAMERA REFRESH TWO		32	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		4	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		1	0.00	0.00	0.00
Subtotal						42,828.00
Estimated Tax						3,854.52
Total						46,682.52
Grand Total						264,503.32



Discounts (USD)

Quote Expiration: 08/15/2021

List Amount	246,112.60
Discounts	3,449.00
Total	242,663.60

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	77,773.24
Spare	0.00
Year 2	46,682.52
Year 3	46,682.52
Year 4	46,682.52
Year 5	46,682.52
Grand Total	264,503.32

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the **Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Thom Ruseva-Mahan at tmahan@axon.com or fax to +1 4809993359

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



Lake Stevens Police Department - BWC

Lake Stevens WA Police
2211 Grade Rd
Lake Stevens, WA 98258
United States

Jim Barnes
Sergeant
jbarnes@lakestevenswa.gov
425.622.9379

Reference: 20210705-120332465

Quote created: July 5, 2021
Quote expires: October 3, 2021
Quote created by: David Burns
Business Manager
dburns@utility.com
+1 (702) 378-2144

Comments from David Burns

We are honored the Lake Stevens Police Department is considering the BodyWorn by Utility solution for their officers. We look forward to partnering with you to serve the Lake Stevens Community.

Please accept this proposal for review and consideration.

The pricing in this proposal represents the total turn-key price for a 5 year term.

Products & Services

Item & Description	Quantity	Unit Price	Total
BodyWorn and Rocket IoT Communications BodyWorn Camera and Mount, Holster Sensor, CAD Activation, Media Controller, Rocket IoT for high speed data communication, OBD 2, and AVail Web SaaS and Warranty with 24/7 Technical Support	12	\$11,440.00	\$137,280.00 for 5 years
BodyWorn Bundle BodyWorn Camera and Mount, Holster Sensor, Media Controller, CAD Activation, AVail Web SaaS and Warranty with 24/7 Technical Support	23	\$7,755.00	\$178,365.00 for 5 years
Smart Waypoint High Speed Data Access Point	1	\$17,380.00	\$17,380.00 for 5 years

CAD Integration	1	\$16,500.00	\$16,500.00
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Subtotals

One-time subtotal			\$349,525.00
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Other Fees

Marque Customer Discount			-\$110,725.00
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Total			\$238,800.00
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Questions? Contact me



David Burns
Business Manager
dburns@utility.com
+1 (702) 378-2144

Utility, Inc.
250 E. Ponce de Leon Ave, Suite 700
Decatur, GA 30030
US



STAFF REPORT

Council Agenda Date: October 26, 2021

Subject: North Cove Water Tower Artwork Contract

Contact	Jill Meis, Parks Planning and Development	Budget	\$20,000.00
Person/Department:	Coordinator	Impact:	
	Russ Wright, Community Development		
	Director		

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve contract for local artist, Joe Powers, to construct a water tower sculpture that interprets the historic Rucker Brothers Mill Water Tower.

SUMMARY/BACKGROUND:

During the downtown revitalization planning public art for North Cove Park was identified as a need to define a sense of space and honor the City's mill town past. Through a series of open houses for design of the park and surrounding areas a location and conceptual design emerged.

City staff distributed a request for letters of interest from artists to interpret the water tower that was central to the Rucker Brothers Mill operations. The city received a response from a local artist to construct a replica water tower sculpture that interprets the historic water tower and adds a modern feel. The proposal includes a 20-foot stainless steel sculpture with an illuminated tank. The artist has given special attention to durable materials and anti-graffiti elements.

A committee comprised of city staff, Arts and Parks Foundation and Parks and Recreation Planning Board interviewed the artist and have approved of the design with some minor refinements.

The artist, Joe Powers, has worked on several local projects including the Centennial Trail Arch just north of Arlington for Snohomish County. He submitted this proposal because he has a passion for local art and resides in Snohomish, WA.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$20,000.00

ATTACHMENTS:

- ▶ Exhibit A: Artist Proposal
- ▶ Exhibit B: Request for Letters of Interest

PUBLIC ARTWORK AGREEMENT FOR Water Tower in North Cove Park

THIS AGREEMENT is entered this ____ day of _____ of 2021 by and between the City of Lake Stevens, hereinafter the "City" and Joe Powers "Artist".

WHEREAS, under the Agreement, Mr. Powers will create a sculpture to be placed at North Cove as described in Exhibit 1; and

WHEREAS, the Artist will work with staff to prepare an art piece that interprets the historical Rucker Mill water tower for final approval of Staff and Review Committee; and

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions set forth, the parties agree as follows:

1. Scope of Services. The Artist is an independent contractor using their own tools and supplies and will complete the artwork described in Exhibit 1 and attached hereto. Artists may use qualified assistant(s) at their discretion.

2. Time for Performance. Artist will complete the work prior to six months of contract award or as requested by the City;

3. Installation. Artist will be responsible for installing artwork;

4. Compensation. City will pay Artist not to exceed \$20,000.00 for water tower within thirty (30) days of satisfactory completion of the work. Under this Agreement the amount shall not exceed \$20,000.00, unless mutually agreed to in writing by the City and Artist.

5. Entire Agreement. This agreement, including the Exhibit, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

THIS AGREEMENT is effective as of the date first written above.

CITY OF LAKE STEVENS

ARTIST

By:
Gene R. Brazel, City Administrator

By:
Print Name:
Title:

Exhibit 1

Sculpture will include a hardy mix of materials that may include steel, glass and wood that are suitable for an outdoor environment. Materials will be low maintenance and vandal resistant.

Completed artwork will be owned by the City of Lake Stevens, however, the artist will retain the right to display graphics and other elements from the project as examples of work in her portfolio and in social media formats.

07/26/21



Joe Powers- Proposal

Lake Stevens Water Tower Sculpture



Joe Powers
1520 Carlson Road
Snohomish, WA 98290

425-218-8295
joe@artinsteel.net
www.artinsteel.net

Introduction

Growing up I spent the majority of my free time outdoors, primarily in the mountains of Washington and Idaho. Consequently that is where I am most comfortable and draw my biggest inspiration, to me nature is the ultimate art.

I started drawing and carving wood as a child and in 1975 learned to weld as a means of paying the bills. In the early 1990's all paths met, resulting in a new found passion for everything. Since that time I've been creating three dimensional sculptures in carbon and stainless steel, copper, brass and aluminum.

Medium

Three dimensional fabricated metal sculpture.

Public Commissions

Snohomish County, Washington State – Centennial Trail Arch Project

**This commission is a 19' high stainless steel arch installed on the Centennial Trail just north of Arlington. The exact location is on the north side of the Stilliguamish River at the Darrington Spur.*

United States Navy – Sub-base Bangor

City of Seattle Westlake Square – Two *spinning water drop chairs*

Juried Solo Exhibitions

Concepts in Steel Portland, Oregon

Western States Horse Expo Sacramento, California

NW Flower and Garden Show Seattle, Washington

Basetti's Crooked Arbor Garden Show Woodinville, Washington

Art in the Park Leavenworth, Washinton
Fremont Fair Seattle, Washington
Emerald Downs Equine Art Show Auburn, Washington
Allied Arts Sidewalk Show Richland, Washington

Group Exhibitions

Art in the Pearl PNWS Portland, Oregon
Space Form Light Gallery PNWS Seattle, Washington
Creative Metal Arts Guild PNWS Portland, Oregon
Maryhill Museum PNWS Goldendale, Washington
Art in the Pearl PNWS Portland, Oregon

Corporate Commissions

Holy Redeemer Catholic Church Vancouver, Washington
Sarathan Records Seattle, Washington
Seafood Company San Francisco, California

Private Commissions

Vicki and Don Ellen
Anna Matysik
Laurie Harville
Karl and Barb Haugen
Diane Nichols
Mark and Fran Dahn
Tim and Judith Smith
Lisa Sowder
Sarathan Records
Dave and Lori Bryant
Nona Kliewer
Theresa Sedlacek
Dale Greer
Other commissions (names available upon request).

Publications

Everett Herald
NW Navigator, U.S. Navy Publication Kitsap Edition
NW Flower and Garden Show Web Site Home Page
Summer Mid Columbian Magazine
Tri-City Herald

Affiliations

Member PNWS – Pacific Northwest Sculptors Association
Member – Northwest Blacksmith Association

Written Statement:

Art has always been a big part of my life, personally and professionally. I've always created art throughout my life, but in 2001 I combined my need to create with my chosen profession as a welder to start sculpting metal into pieces of art that people actually wanted to own. I started with small private commissions then onto art fairs and bigger private and corporate commissions. In 2010 I discovered public art. My first foray into the field I won a public art call from Snohomish County Arts Commission. The result was a 23 foot stainless steel arch named Resilience located on the Centennial Trail.

Being able to bring a significant work of art into the world where it didn't exist before and have people connect with it is a powerful drug. This awoke a passion in me that I never knew existed. Generally when a piece is sold you rarely see it again, but getting to do public art locally is a joy.

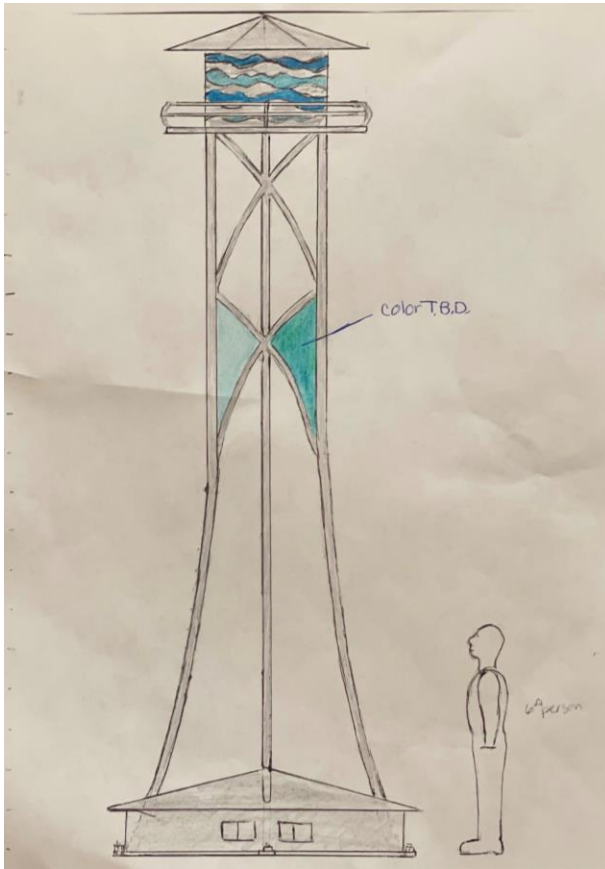
When I saw the call for the tower in my home town I was ecstatic and knew I wanted to be part of this revitalization program to help enhance that sense of community to see the beauty and remember the rich history of our home.

My intention with this project is to provide a link between the past and the future by creating a focal point, a landmark, just as it did back in 1910. Because of its height and prominence, in my mind I see this water tower being used as a meeting place, then and now.

I always try to consider the surroundings a piece of art will live in. With this in mind I want to replicate the tower in a more modern rendition. I'll do this by stylizing the iconic features of the tower, while making them more safety conscious.

The tower will be made of stainless steel for its low maintenance, durability and longevity. It will be 20 feet tall with a footprint of 8' x 8'. The water tank itself will be stylized strips of stainless steel laid horizontally backed by a transparent blue acrylic panel, giving it the look of water. This would be illuminated at night by solar, LED floodlights from inside the tank. The crossbeams on the tower are designed to prevent climbing by starting at 10 feet and enclosing the spaces with colored acrylic panels (colors to be determined). The pump house will be stainless steel again for the above stated reasons. The sculpture will be very visible day and night.

Joe Powers
425-218-8295
www.artinsteel.net



Preliminary Drawing

Mock Up





STAFF REPORT

Council Agenda

Date: October 26, 2021

Subject: Amendment No. 1 to Professional Services Agreement with Outcomes by Levy for Government Affairs Services

Contact

Person/Department:	Gene Brazel, City Administrator	Budget	\$60,000 plus
	<u>Reviewed by City Attorney</u>	Impact:	<u>expenses</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Outcomes by Levy in an amount not to exceed \$60,000 plus customary reimbursable expenses with an expiration date of December 31, 2023.

SUMMARY/BACKGROUND: The City began working with Outcomes by Levy in October 2013. Mr. Levy has been instrumental in helping the City with the projects listed below. The City desires to continue services with Outcomes by Levy. The monthly costs are increasing from \$4,800 to \$5,000 and that fee will remain the same through December 31, 2023. The amendment attached includes a scope of services that includes the priorities and issue areas for the City.

Accomplishments:

- \$1 million for the Civic Center in 2019 and another \$2.1 million in 2021 – that is on top of earlier allocations that have assisted with the transformation of Main Street, downtown, North Cove.
- \$2 million toward the SR 9/24th roundabout to serve Costco, and another \$1 million for culvert work underneath SR 9 – the \$1 million was one of very few new construction allocations in a cost-strained 2020 Supplemental Budget.
- Funding for the South Lake Stevens Road multi-use trail, with the City positioned for additional dollars if a 2021 transportation revenue package comes to fruition.
- Re-purposed funding that allowed the City to complete both the 4th Street NE/Village Way road connection at Frontier Village and the 20th Street “BAT” lanes (Regional Mobility Grant).
- Funding (\$125,000) for Frontier Heights Park.
- Placement on every funding list for the U.S. 2 Trestle (\$1.82 billion in Senate), 20th & Main (also dollars pending at the federal level), and the 16th Street/Centennial trail connection – all subject to the Legislature moving on a revenue package.
- More “global” authority for things such as TIF and MFTE.
- Heading off numerous bills and budget items adverse to the City’s interest.

BUDGET IMPACT: \$60,000 plus expenses

ATTACHMENTS: Amendment No. 1 for Outcomes by Levy

**AMENDMENT NO.1 PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND
OUTCOMES BY LEVY, LLC FOR CONSULTANT SERVICES**

WHEREAS, City of Lake Stevens (City) and Outcomes by Levy, LLC (Consultant) entered into a Professional Services Agreement dated September 2020, for consulting services regarding lobbying;

WHEREAS, the City desires to continue the use of Consultant's services under that agreement, and Consultant is agreeable to providing those services;

NOW, THEREFORE, City and Consultant agree as follows:

Paragraph III.3 "Term" is amended to terminate at midnight on December 31, 2023; and

Paragraph IV.I. "Payments" is amended to provide for payment by the City to the Consultant of \$5,000 per month plus reimbursable expenses for customary travel and in-session items including mileage, meals, parking for overnight hotel stays and conference/special events for which the City requests attendance. Legislative expenses shall be prorated with other clients of the Consultant to the maximum extent practicable. In no event shall the monthly compensation paid to Consultant under this Agreement exceed \$60,000 per year without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant.

Other than as herein amended, all terms and conditions of the September, 2020 Professional Services Agreement between City and Consultant remain in full force.

Dated this ____ day of October, 2021.

CITY OF LAKE STEVENS

OUTCOMES BY LEVY, LLC

Brett Gailey, Mayor

Doug Levy

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Exhibit A

Scope of Services

Doug Levy will work on the following priorities and issue areas for the City of Lake Stevens:

U.S. 2 Trestle

- Assist City with legislative, funding, and regulatory issues related to U.S. 2 Trestle westbound improvements and ultimate replacement – with a particular eye toward including funding in the next state revenue package.

Other Transportation Projects and Transportation Funding, Local Options

- Seek \$1 million in 20th Street and Main intersection improvements in next transportation revenue package;
- Seek \$3 million for South Lake Stevens Road multi-use trail extensions, and \$2.5 million for extending the downtown multi-use path to the south and northwest, in next transportation revenue package;
- Assist with ensuring direct distribution of new fuel tax funds for cities and counties; enhanced funding for critical grant programs; funding for local culvert removal projects; and authority for new local funding options, in next transportation revenue package.

Capital Budget

- Assist City in seeking \$250,000 for emergency repairs to the Cedarwood Clubhouse in the 2022 Supplemental Capital Budget, and help the City with an as-yet-to-be-determined 2023-25 Capital Budget request.

Other Priority and Key Issues

- Assist City, in collaboration with the Anti-Defamation League (ADL), with 2022 legislation that would give those victimized by “doxing” to seek civil remedies;
- Explore legislation, beginning in 2022, that would allow Lake Stevens the option of a 1 percent local excise tax on marijuana producers and processors;
- Work to protect state-shared revenues and retain local authority;
- Support technical changes to policing reform bills in the 2022 Session;
- Support Basic Law Enforcement Academy funding requests;
- Support efforts to provide affordable housing to those in need.

2021 Legislative Agenda Preparation/Implementation/Follow-up

- Work with Mayor, City Administration, and City Councilmembers on development and adoption of 2022-23 Legislative Agendas outlining priority, support/oppose, and ‘track/monitor’ issues;
- Assist the City with scheduling and coordinating meetings with 44th District state lawmakers to prepare for the 2022 and 2023 Sessions;

- Schedule, coordinate, and conduct meetings with other key state legislators – including Committee Chairs and Ranking Members – as needed to further 2022-23 priority items;
- Testify as necessary on Lake Stevens' behalf with regard to bills and budget items of importance;
- Prepare testimony for Mayor, Councilmembers, and City staff as necessary;
- Organize meetings for the Mayor and Councilmembers during the planned "City Legislative Action Conference" in 2022-23;
- Prepare weekly reports for the City to be provided each Monday morning during 2022-23 Legislative Sessions;
- Provide post-Session reports to the Lake Stevens City Council.

Federal Representation

- Assist City in identifying opportunities to secure new funding for the U.S. 2 Trestle;
- Assist City in supporting and helping with legislation and funding requests on items such as affordable housing; parks/recreation/trails; general infrastructure; broadband infrastructure; and brownfield revitalization.

Other Ongoing Work and Duties

- Provide cities with a weekly schedule during interim months, as needed (and post-COVID);
- Track and participate in interim meetings that impact the City, including but not limited to:
 - ✓ Snohomish County Committee for Improved Transportation (SCCIT);
 - ✓ Association of Washington Cities and AWC/City Lobbyists meetings;
 - ✓ Interim hearings of Legislative Committees;
 - ✓ Joint Transportation Committee meetings;
 - ✓ Agency meetings, rule-makings that may impact the City;
 - ✓ City of Lake Stevens policy meetings – as needed and as schedule allows.

Grant and Loan Opportunities

- Actively assist Mayor and City staff in identifying/selecting grant and loan opportunities which are feasible and viable to pursue;
- Help ensure city is regularly applying for – or at the very least evaluating – a series of grant funding and loan funding opportunities, including but not limited to:
 - ✓ Transportation Improvement Board (TIB);
 - ✓ Regional Mobility Grants;
 - ✓ Safe Routes to School and Pedestrian-Bicycle Safety grants;
 - ✓ Economic Development and Infrastructure grants and loans including Public Works Assistance Account, Community Economic Revitalization Board, and others;
 - ✓ Washington Wildlife and Recreation Program (WWRP), Youth Athletic Facilities (YAF), and Aquatic Lands Enhancement Account (ALEA) grants;
 - ✓ Stormwater Financial Assistance Program;
 - ✓ Broadband grants.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: October 26, 2021

Subject: Alliance for Affordable Housing ILA Amendment

Contact	Russ Wright, Comm. Dev. Director	Budget	Annual Dues
Person/Department:	<u></u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize staff to execute an amended ILA for the Alliance for Affordable Housing (AHA)

SUMMARY/BACKGROUND:

In 2013, the City entered into an Interlocal Agreement (ILA) for the Inter-Jurisdictional Housing Committee, now known as the Alliance for Housing Affordability (AHA). Participating agencies include Snohomish County and the cities of Edmonds, Everett, Granite Falls, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish and Woodway, and the Housing Authority of Snohomish County. Participating agencies make an annual contribution to the Alliance for Housing Affordability which is calculated using a formula based on the agency's population.

The revised AHA ILA (Attachment A) includes general housekeeping items with the largest change being the addition of the city of Monroe as a new member.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: None immediately – the city contributes annual dues as a member

ATTACHMENTS:

Attachment A: Revised ILA

INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH COUNTY

This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Monroe, Mukilteo, Snohomish, and Stanwood, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:

RECITALS

WHEREAS, the Parties have a common goal to facilitate the availability of housing within Snohomish County and their respective jurisdictions that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a common foundation for housing policies and programs in Snohomish County and to complement – without duplication of or conflict with – the efforts of existing governmental and non-governmental organizations to address housing needs in Snohomish County; and

WHEREAS, the Parties further desire to act cooperatively (1) to educate and provide technical expertise in support of the affordable housing goals and policies of the Parties, as communities in Snohomish County; (2) to foster efforts to provide affordable housing by encouraging funding of housing projects from any combination of public, non-profit, and private-sector resources; (3) to seek opportunities to leverage resources to support implementation of the housing goals and policies of the state Growth Management Act and the Countywide Planning Policies relating to affordable housing; and (4) to accomplish the foregoing purposes efficiently and expeditiously; and

WHEREAS, the Parties have determined that one efficient and expeditious method for addressing affordable housing needs in Snohomish County is through the cooperative action by the Parties contemplated in this Agreement; and

WHEREAS, this cooperative undertaking is not intended to duplicate or to be in conflict with efforts of public, private, and non-profit corporations and other entities, including the Parties, already providing affordable-housing-related services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to create a venue for the Parties to undertake planning, cooperation and education in support of the goal of enhancing the supply of affordable housing in Snohomish county.

2. Term. This Agreement shall be effective when it has been both (a) executed by the Parties and (b) filed in the offices of the Snohomish County Auditor. The term of this Agreement will expire on June 30, 2015, unless:

(a) the Agreement is terminated earlier by action of the Parties in accordance with Section 7(a) hereof; or

(b) a simple majority of the Joint Board membership vote to extend the Agreement prior to March 31, 2015. The Parties may continue to vote in this manner to extend the Agreement in two (2) year increments prior to March 31st of the final year of each term.

3. Governance. To accomplish the purpose of this Agreement, a Board of representatives from the Parties is hereby created (the "Joint Board"). The Joint Board shall have policy-making and oversight authority over the activities undertaken in this Agreement. The cooperative undertaking of the signatories to this Agreement shall be known as the Alliance for Housing Affordability ("Joint Board" or "AHA").

(a) Representatives. The Joint Board shall consist of authorized representatives of the Parties. Each Party shall appoint one individual to act as its Representative. No later than 30 days following the effective date of this Agreement and thereafter no later than January 31 of each calendar year, each Party shall provide notice in writing to the other Parties of the identity and contact information for its Representative.

(b) Alternates. Each Party may designate one individual to serve in the place of its Representative on the Board during the Representative's absence or inability to serve. If an Alternate is designated by a Party, the Party shall notify the Joint Board in the manner describe in subparagraph (2)(a) above.

(c) Meetings. A quorum of the Board shall consist of a simple majority of the Representatives (or Alternates serving in their stead) being present at the meeting.

(i) All meetings of the Board shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW (the "OPMA").

(ii) Subject to the provisions of this Agreement and the OPMA, the Joint Board shall establish procedures for operations, meetings, and the

frequency of meetings, provided that the Board shall meet not less often than quarterly.

(iii) Meetings of the Board shall be conducted according to Robert's Rules of Order, except when the Board agrees to waive or suspend those Rules. The Board shall provide for written minutes of all meetings of the Board.

(d) Voting. Action taken by the Board shall be by majority vote of those Representatives present (including Alternates serving in the absence of the appointed Representatives) except that a change in the Administrative Agency appointed shall require an affirmative vote of at least the majority of the Joint Board membership.

(e) Officers of Joint Board. The Representatives shall each year elect from their number a Chair and Vice Chair. The Chair shall set the agenda, preside over all meetings of the Board, and shall, with the assistance of the Administrative Agency, process issues, organize meetings, and provide for administrative support as required by the Joint Board. The Vice Chair shall fulfill the duties of the Chair in the absence, incapacity or resignation of the Chair.

4. Authorized Actions of the Joint Board. The Parties agree that the Joint Board shall have the authority to:

- (a) Develop housing information to assist local elected officials;
- (b) Provide technical assistance to Parties for their use in developing and implementing local housing policies, programs and regulations;
- (c) Educate on housing issues, and resources available to assist in the development and retention of affordable housing;
- (d) Propose to the Parties methods for attracting additional public, private, and not-for-profit investment into affordable housing, including by coordinating, leveraging or contributing local resources;
- (e) Identify opportunities for retention of existing sustainable housing;
- (f) Support, on a planning and technical assistance level, the activities of Parties in aid of the construction of affordable housing;
- (g) Discuss and bring forward proposals for cooperation among the Parties in promoting affordable housing, which shall be referred to the governing bodies of the Parties for consideration;

- (h) Monitor legislative and regulatory activities related to affordable housing at the state and federal levels;
- (i) Research model programs, develop draft legislation, prepare briefing materials, and make presentations to planning commissions and councils upon request by a Party;
- (j) Develop technical information about standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing;
- (k) Recommend an annual budget for approval by the governing body of each Party, which shall detail the authorized expenditures for the coming fiscal year;
- (l) Establish an annual work-plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget;
- (m) Submit an annual report to the governing body of each Party, apprising that Party of the tasks undertaken and accomplishments of the Joint Board in the previous fiscal year;
- (n) Take other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies;

5. BUDGET; APPROPRIATIONS; OTHER FISCAL MATTERS.

- (a) Fiscal Year. The Joint board shall operate for budgeting and expenditure purposes on the basis of a fiscal year beginning July 1 and ending the following June 30.
- (b) Initial Year of the Agreement. The Parties have appropriated funds for the first year's budget of the Joint board. The appropriated funds are shown on Attachment A to this Agreement. Upon execution of this Agreement, the Administering Agency may bill each Party for the committed funds and deposit them in the Operating Fund (see Paragraph 5(d) below). Funds granted for the purposes of this Agreement from the Gates Foundation (also shown on Attachment A) will also be deposited in the Operating Fund. The budget and work plan for the fiscal year July 1, 2013 through June 30, 2014 is shown on Attachment B.
- (c) Proposed Annual Budget. For the fiscal year July 1, 2014 through June 30, 2015, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of

each Party by September 1, 2013. For each fiscal year thereafter, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by June 1 of the preceding calendar year.

(i) The recommended operating budget shall include, but not be limited to, reimbursements to the Administrative Agency for staff support, consultant, vendor and contractor costs and other costs for the work plan, and shall contain itemizations of all categories of budgeted expenses.

(ii) Each Party's proposed contribution shall be calculated as a percentage of the entire proposed budget, with that percentage determined on a per capita basis after factoring for available funds from grants and carryover of unspent funds from a previous budget.

(d) Authorization by Parties; Revisions. Upon receipt of the Joint Board-proposed budget, each Party shall consider approval and appropriation of its share of the proposed budget for the upcoming Fiscal Year in order to determine the amount of its payment to the Operating Fund. A Party's contribution may consist, in whole or in part, of in-kind services, if approved in the Final Budget. If any Party does not approve and appropriate its share of the Joint Board-proposed budget, it shall notify the Board, through the Party's Representative, of the amount it would be willing to approve and appropriate. The Joint Board shall then reconsider the budget and work plan and make adjustments accordingly. The revised budget will then be resubmitted to the Parties for consideration. The Parties acknowledge and agree that no commitment to pay any Party's share of a Joint Board-budgeted amount shall be effective absent an appropriation of funds by the legislative body of that Party in accordance with state and local law.

(e) Adoption of Final Budget. Upon approval of a budget and appropriation of their respective shares by the legislative bodies of all Parties, the Joint Board shall adopt the final budget and begin implementation of the work plan. The budget shall be adopted by the Joint Board no later than the March 31 preceding the commencement of the next-ensuing Fiscal Year.

(f) Billings; Payments. The Fiscal Agent shall mail billings based on the approved budget to each Party by no later than the April 30 preceding each Fiscal Year. Payments shall be due from the Parties by no later than June 15 and shall be deposited by the Administrative Agency upon receipt into the Operating Fund.

(g) Budget Amendments. No approved Joint Board budget shall be modified unless and until approved by the legislative bodies of the Parties and the Board in accordance with the procedures set forth in subsections (b)-(d) above, except

that the Board may make modifications to the budget to carry out the work program so long as the total amount of the budget is not increased.

(h) No Other Charges. Except for the annual payments based upon an approved budget as set forth above, no separate dues, charges, or assessments shall be recommended to the Parties except upon affirmative vote of at least a majority of the membership of the Board.

6. Administration. The Joint Board shall appoint an Administrative Agency who is willing and capable of providing fiscal, technical and administrative support to the Joint Board.

(a) Duties of Administrative Agency. The Administrative Agency shall provide services, including but not limited to:

- (i) administrative support for Board meeting (including preparing meeting notices, agendas and minutes);
- (ii) responding to requests for public records;
- (iii) conducting audits;
- (iv) procuring and entering into contracts with consultants, vendors or other contractors on behalf of the Parties;
- (v) developing a proposed annual work plan and budget for Board consideration;
- (vi) serving as fiscal agent to the Joint Board, provided that the Joint Board may appoint a separate Party to be the "Fiscal Agent" or "Fiscal Agency" in accordance with the procedure set out in subsection (6)(i), and the duties set out in subsection (c), (d), (e), and (g) of this section will apply to the separate Fiscal Agency;
- (vii) applying for grants;
- (viii) providing such other services as the Board directs and are within the authority of this Agreement and the Board-adopted work plan and budget.

(b) Administrative Agency Actions in Conformity with Its Internal Policies and Procedures. At all times, the Administrative Agency shall comply with applicable legal authorities. This shall include following the Administrative Agency's own internal processes applicable to comparable actions taken on its own behalf, including its contracting and procurement policies. At each regular meeting of the Board, the Administrative Agency shall report on the status of its activities including contracting, grant applications and any proposed changes to the Board-adopted work plan and budget.

(c) Fiscal Agent. The Fiscal Agent, or Administrative Agency acting as the fiscal agent, shall receive and deposit into, and expend funds from, the Operating Fund created by Section 6(d) hereof for Joint Board purposes only. At all times, the Fiscal Agent and Administrative Agency shall comply with applicable legal authorities and its own internal processes regarding its action. At each regular

meeting of the Board, the Fiscal Agent and Administrative Agency shall report on the status of its activities including Operating Fund receipts and expenditures.

(d) Operating Fund. The Fiscal Agent or Administrative Agency acting as the Fiscal Agent shall establish a fund which shall constitute the "operating fund of the Joint Board" for purposes of RCW 39.34.030(4)(b) and is herein referred to as the Operating Fund. All funds received on behalf of the Joint Board shall be deposited in the Operating Fund and all costs and reimbursements paid on behalf of the Joint board shall be paid from the Operating Fund. At the Fiscal Agent's sole discretion, the Operating fund may be established as an administrative fund or sub-fund within an existing fund. The Parties agree that interest will not accrue on the Operating Fund.

(e) Accounting. Budget procedures and records shall conform to generally accepted accounting principles and to the State Auditor's budget, accounting and reporting ("BARS") manual, and shall be subject to disclosure and audit as provided by applicable law.

(f) Services and Reimbursement. The Administrative Agency shall be reimbursed for its costs in providing the services required as Administrative Agency.

(i) The Administrative Agency will provide qualified staffing for technical and administrative services to the Joint Board. After considering the advice and recommendations of the Joint Board, the Administrative Agency will designate a level of qualified staffing necessary to carry out the Board's annual work plan consistent with the approved budget in order to provide technical and administrative services as set out by the Joint Board work plan. Designated staff rendering services hereunder shall be considered employee(s) of the Administrative Agency for all purposes. The Administrative Agency shall be responsible for all aspects of the staff's employment including but not limited to wages, benefits, performance, discipline and termination. The Administrative Agency shall address staffing issues within sixty (60) days of a receipt of a written request from the Joint Board outlining the reasons for said request. Any written request related to staffing shall be delivered to the Administrative Agency personally or by certified or registered mail.

(ii) The Administrative Agency shall be reimbursed for the wages of designated staff providing services that are related to and required to carry out the duties of the Administrative Agency as set out in the annual budget and work plan.

(iii) Any contract expenditures or other costs incurred by the Administrative Agency at the direction of the Joint Board or required under this Agreement

shall also be reimbursed, and such costs shall be reflected in the annual budget and work plan.

(g) Liabilities of Fiscal Agent, Administrative Agency; Late Payments; Failures to Pay. The Fiscal Agent or Administrative Agency may not incur costs that exceed the approved budget and shall not be obliged to incur costs or advance its own funds if the Operating Fund balance is not sufficient to cover costs payable from the Operating Fund. In the event that one or more Parties do not remit payment within the timeframes prescribed by this Agreement, the Fiscal Agent or Administrative Agency may, but is not obliged to, make a payment to avoid breach of an obligation with an outside party such as a consultant, vendor or contractor. Each Party shall be responsible and liable to the other Parties for interest and other costs, claims or liabilities of any kind that result from late payment by the Party, and the late-paying Party shall defend, indemnify and hold harmless the other Parties from such costs, claims or liabilities resulting from the late payment. For clarification and within limiting the foregoing, the late-paying Party will be responsible for any late payment charges. In the event that a Party fails to pay its individual share of the Board's adopted final budget, the other Parties may also seek a judgment against said Party. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Party.

(h) Initial Appointment. The initial Administrative Agency shall be the Housing Authority of Snohomish County.

(i) Change in Administrative Agency. The Administrative Agency may be changed by a majority vote of the majority of the membership in the Joint Board. The Administrative Agency may resign from its appointment on ninety (90) days written notice.

7. Termination of Agreement.

(a) By Affirmative Vote. This Agreement may be terminated at any time by affirmative vote of a majority of the Joint Board Representatives.

(b) Withdrawal. Any Party may withdraw from this Agreement and thereby terminate its participation in the Agreement by providing 90 days' prior written notice to every other Party and to the Joint Board. Upon withdrawal, any contributions previously authorized by the governing body of the Party for that fiscal year shall remain in the Operating Fund, to meet any obligations incurred in reliance upon the approved Budget. In the event any Party fails to approve and appropriate funds to pay for the next fiscal year's budget by March 1 of any year, such Party shall be deemed to have provided notice of withdrawal effective upon June 30 of the then current fiscal year. Additionally, should the Housing Authority of Snohomish County cease to be the Administrative Agency, by vote or

resignation, the Housing Authority of Snohomish County will be deemed to have submitted a notice of withdrawal pursuant to the provisions of this subsection.

(c) Expiration. This Agreement shall expire automatically if the Joint Board fails to vote to extend prior to the expiration date as set forth in section 2(b) of this Agreement, or if there is less than three remaining Parties.

(d) Acts Upon Termination. Upon termination of this Agreement, the Joint Board shall be dissolved and the Board shall establish a plan of dissolution for payment of outstanding bills and obligations, payment of ongoing obligations incurred prior to dissolution and other terms to wind up the affairs of the Joint Board. All assets and liabilities of the Joint board shall be dispensed with and property acquired or set aside during the life of the Agreement shall be disposed of in the following manner:

- (i) all assets contributed without charge by any Party shall revert to the contributing Party;
- (ii) all assets acquired by the administering agency for the purpose of carrying out the work of the Joint Board and purchased by the Parties contributions during the term of the Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget during the fiscal year the asset was acquired;
- (iii) any liability remaining after the application of unencumbered funds shall be dispensed consistent with the approved budget as determined by the Board; and
- (iv) except as provided by this Agreement, all unexpended and unencumbered funds held in the Operating Fund shall be distributed by the Fiscal Agency to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

8. Indemnification and Hold Harmless.

(a) Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

(b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

(c) Each Party (including without limitation the Party serving as, and acting in its capacity as the Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

(d) Notwithstanding any provision in this Agreement to the contrary, the provisions of this section shall remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement for the duration of any applicable statute of limitations.

9. Insurance. The Joint board, the Fiscal Agency, and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of Joint Board and the activities of the Parties pursuant to this Agreement (which may include generally liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

10. Dispute Resolution. Whenever any dispute arises between the Parties or between a Party or Parties, the Board, or the Administering Agency (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Board, the Vice-Chair, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute through this process, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally in the costs of mediation and assume their own costs. If the Parties are not able to resolve the dispute through the above process, or conduct or resolve the dispute

through meditation, then any Party may pursue whatever legal remedies may be available.

11. Public Records; Confidential Information.

(a) Application of PRA. All records related to this Agreement or the Joint Board will be available for inspection and copying under the provisions of the Public Records act, Chapter 42.56 RCW (the "PRA"), subject to any exemptions or limitations on disclosure.

(b) Confidential Information. If a Party considers any portion of a record it provides another Party under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be "Confidential." A Party receiving a request for a record marked as Confidential shall notify the other Parties of the request and the date that such record will be released to the requester unless another Party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

12. Limitations. Nothing in this Agreement shall be construed or applied in a manner that:

(a) Is inconsistent with or intrudes upon other contractual agreements of the Parties including, but not limited to, the interlocal cooperation agreements between Snohomish County and various cities for urban county consortium qualification under the United States Department of Housing and Urban ~~Department~~ Development Community Development Block Grant Program and HOME Investment Partnership Program; or

(b) Authorizes or permits the Joint Board to lobby or to attempt to gain preferential treatment in processes conducted by any of the Parties to award federal, state or local funds for affordable housing.

13. Notices.

(a) To the Joint Board. Any notice to the Joint Board shall be in writing and shall be addressed to the chair of the Board and to the Administrative Agency.

(b) To a Party. Any notice to a Party shall be to the Representative and Alternate, if any, of that Party.

(c) Methods of Notice. Any notice may be given by certified mail, overnight delivery, facsimile, telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

(d) Notice Addresses of Parties. The following contact information for each Party shall apply until amended in writing by a Party providing new contact information to each other Party, the Chair of the board, and the Administrative Agency, if any:

City of Arlington

~~Mike Hopson, Councilman~~Barbara Tolbert, Mayor

18204 59th Avenue NE

Arlington, WA 98223

Phone (360) 403-~~4603~~3442

~~—mhopson@arlingtonwa.gov~~btolbert@arlingtonwa.gov

City of Edmonds

~~Shane Hope~~, Development Services Director

121 5th Avenue North

Edmonds, WA 98020

Phone (425) 771-0220

Facsimile (425) 771-0221

~~shane.hope@edmondswa.gov~~

City of Everett

Becky Ableman-McCrary, Housing & Community Development

2930 Wetmore Avenue, Suite 8A

Everett, WA 98201

Phone (425) 257-8736

Facsimile (425) 257-8742

City of Granite Falls

~~Ray Sturtz, City Planner~~Brent Kirk, City Manager

206 South Granite Avenue, PO Box 1440

Granite Falls, WA 98252

Phone (360) 691-6441

Facsimile (360) 691-6734

City of Lake Stevens

Russ Wright, Planning & Community Development Director

1812 Main Street, PO Box 257

Lake Stevens, WA 98258

Phone (425) 377-3229

Facsimile (425) 212-3327

rwright@lakestevenswa.gov

City of Lynnwood

~~Paul Krauss, CD Director~~ Development and Business Services Department

~~PO Box 500820816~~ 44th Ave W, Suite 230

Lynnwood, WA ~~98046~~ 98036

Phone (425) 670-5401

~~Facsimile (425) 771-6585~~

~~pkrauss@ci.lynnwood.wa.us~~ planning@lynnwoodwa.gov

City of Marysville

Chris Holland, Planning Manager

1049 State Avenue

Marysville, WA 8270

Phone (360) 363-8000

Facsimile (360) 651-5033

cholland@marysvillewa.gov

City of Mill Creek

~~Tom Rogers, Director of Community Development~~ Director of Public Works
and Development Services

15728 Main Street

Mill Creek, WA 98012

Phone (425) 745-1891

Facsimile (425) 745-9650

tom@cityofmillcreek.com

City of Monroe

Anita Morerro, Senior Planner

806 West Main Street

Monroe, WA 98272

Phone (360) 863-4513

AMarrero@monroewa.gov

City of Mountlake Terrace

Kyoko Matsumoto Wright, ~~Councilwoman~~ Mayor

6100 219th Street SW, Suite 200

Mountlake Terrace, WA 98043

Phone (425) 744-6281

Facsimile (425) 775-0420

~~shope@ci.mlt.wa.us~~

City of Mukilteo

Jennifer Gregerson, Mayor

11930 Cyrus Way

Mukilteo, WA 98275

Phone (425) 263-8017
Facsimile (425) 212-2068
mayor@ci.mukilteo.wa.us

City of Snohomish

~~Glen Pickus, Planning & Development Services Director~~
Planning & Development Services Department

~~416 Union~~P.O. Box 1589

Snohomish, WA 98290

Phone (360) ~~568-3115~~282-3167

Facsimile (360) 568-1375

~~bauman@ci.snohomish.wa.us~~eidem@snohomishwa.gov

City of Stanwood

Patricia Love, Community Development Director

10220 270th Street NW

Stanwood, WA 98292

Phone (360) 629-2181

~~ryan.larson@ci.stanwood.us~~patricia.love@ci.stanwood.wa.us

Town of Woodway

~~Carla Nichols~~, Mayor

23920 113th Place West,

Woodway, WA 98020

Phone (206) 542-4443

Facsimile (206) 546-9453

Mayor@townofwoodway.com

Housing Authority of Snohomish County

Executive Director

12711 4th Avenue West

Everett, WA 98204

Phone (425) 290-8499

Facsimile (425) 290-5618

dleonard@hasco.org

Snohomish County

~~Mary Jane Brell Vujovic, Director~~
Snohomish County Council Chair or Designee

~~Human Services Department~~

~~3000 Rockefeller Avenue, M/S 305~~609

Everett, WA 98201

Phone (425) 388-~~7116~~3494

~~Facsimile (425) 259-1444~~

~~Maryjane.brell@snoco.org~~

14. General Provisions.

(a) Rights and Obligations Reserved; MOU Superseded. This Agreement reserves to each Party and shall not be construed to be in derogation of any rights, powers, privileges, authority, liability, obligations and duties set forth in or provided by any previous agreement executed by a Party relating in any way to affordable housing, except that the Memorandum of Understanding dated September 21, 2011, by and among the Housing Authority of Snohomish County, the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the town of Woodway (the "MOU"), shall be deemed terminated pursuant to section 2.6.B of the MOU and shall be of no force and effect upon the effective date of this Agreement.

(b) Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

CITY OF ARLINGTON

By: _____
Signature Date

Its: _____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

CITY OF MONROE

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

CITY OF STANWOOD

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

**HOUSING AUTHORITY OF
SNOHOMISH COUNTY**

By: _____
Signature Date

Its: _____

DRAFT FY2023 Work Plan (July 2022 – June 2023)

I. Synthesize/Analyze Data

Maintain data tracking for the following indicators:

- a. Home sales price & related data
- b. Monthly rental rates for common unit types
- c. Household creation & housing stock
- d. Affordable housing created through LIHTC & State HTF awards
- e. Prepare the above in an annual one-page summary report for AHA Board
- f. Continue to identify data gaps,
- g. Research scholarly articles, trade publications & reports for report and synthesis to the AHA Board, min. 2 annually

2. Provide Technical Expertise

- a. Respond to research requests from Joint Board members, actively seek out new projects
- b. Develop and expand range of educational materials for multiple audiences, including working definitions of housing concepts and programs, best practices, case studies, and visual aids
- c. Develop new member housing profiles and update existing profiles
- d. Assist in the preparation of housing elements for members' Comprehensive Plans
- e. Develop tool for members to use to track their annual progress in meeting Comprehensive Plan Housing Element goals
- f. Advocate for the creation of all types of affordable housing through technical support as well as outreach
- g. Develop a strategy and tools to educate elected officials about affordable housing, reviewed annually by AHA Board

3. Education and Outreach

- a. Develop onboarding packet & meet individually with all AHA Board members minimum one time per year per Board delegate and conduct a "Housing 101" workshop for new Joint Board members at the beginning of each year including a history lesson of the creation and purpose of AHA
- b. Present to AHA Board annually on past/current circumstances and emerging issues and opportunities
- c. Invite speakers to AHA Board meetings to present on local policy work regional issues of interest, min. 2 per year
- d. Research legislative changes and agendas related to housing at the local, state and federal level
 - Advocate for/against proposed legislation in support of increased housing affordability
 - Conduct general outreach to state & federal delegation representing Snohomish County
- e. Conduct community outreach to local neighborhood associations, faith communities, business interests and more, with the approval and support of the AHA Board delegate from member jurisdictions, min. 1 per month
- f. Educate the business community, philanthropic and nonprofit stakeholders about the issue of housing affordability, specifically workforce housing to, among other things, strive to activate them around the issue.

ALLIANCE FOR HOUSING AFFORDABILITY

DRAFT FY2023 OPERATING BUDGET

	Member Contributions
Revenues	
Small Jurisdictions	\$7,310
Large Jurisdictions	\$83,146
HASCO	\$32,500
Total FY23 Revenue	\$122,956
Expenses	
1.0 FTE Program Manager	\$86,959
Fringe Benefits @ 39%	\$33,914
Local Travel / Mileage	\$1,583
Audit	\$250
Software, Data, and Consulting	\$250
Total FY23 Expenses	\$122,956

DRAFT FY2023 MEMBER CONTRIBUTIONS

Joint Board Members	2020 Population ²	% of Subtotal	FY2023 Contribution	% Increase from FY2022	Amount Increase from FY2022 ⁴
SMALL JURISDICTIONS					
Granite Falls	4,425	-	\$1,827	5.15%	\$89
Snohomish	10,240	-	\$1,827	5.15%	\$89
Stanwood	7,125	-	\$1,827	5.15%	\$89
Woodway	1,360	-	\$1,827	5.15%	\$89
Small Jurisdictions Subtotal	23,150	-	\$7,310		\$358
LARGE JURISDICTIONS					
Arlington	20,600	2.67%	\$2,217	8.59%	\$201
County (Unincorporated)	369,400	47.81%	\$39,754	0.19%	\$74
Edmonds	42,470	5.50%	\$4,571	4.79%	\$209
Everett	112,700	14.59%	\$12,129	4.89%	\$566
Lake Stevens	34,150	4.42%	\$3,675	7.42%	\$254

ALLIANCE FOR HOUSING AFFORDABILITY

Lynnwood	40,690	5.27%	\$4,379	6.92%	\$283
Marysville	69,180	8.95%	\$7,445	6.14%	\$431
Mill Creek	20,590	2.67%	\$2,216	4.05%	\$86
Monroe	19,800	2.56%	\$2,131	N/A	N/A
Mountlake Terrace	21,660	2.80%	\$2,331	4.39%	\$98
Mukilteo	21,360	2.76%	\$2,299	4.10%	\$91
Large Jurisdictions Subtotal	772,600	100.00%	\$83,146		
HOUSING AUTHORITY					
HASCO ³			\$32,500		

1. FY2023 is July 1, 2022 to June 30, 2023. The AHA Joint Board will first review this budget at its June 23, 2021 Board meeting.
2. 2020 Population estimate data comes from the Washington State Office of Financial Management official population estimates, found at <https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/historical-estimates-april-1-population-and-housing-state-counties-and-cities>.
3. HASCO also makes an annual in kind contribution to AHA through the provision of Administrative Agency services
4. Small Jurisdiction contributions based on CPI-U West inflation adjustment figures for June 2020 - June 2021 from the Bureau of Labor Statistics (5.146%) Source: <https://data.bls.gov/timeseries/CUUR0400SA0>



STAFF REPORT

Council Agenda Date: October 26, 2021

Subject: Coronavirus Local Fiscal Recovery Funds (American Rescue Plan Act (ARPA))

Contact Person/Department: Barb Stevens/ Finance **Budget Impact:** \$9,466,186

ACTION REQUESTED OF COUNCIL:

- 1) Authorize: Resolution 2021-15 Accepting Coronavirus Local Fiscal Recovery Fund (American Rescue Plan Act (ARPA)) Grant Funds and Authorizing Uses of Funds.
- 2) Authorize: Early recruitment of Risk Manager with anticipated start date of January 1, 2022

SUMMARY/BACKGROUND:

The City will receive \$9.466 million in federal funds between 2021 and 2022 from the American Rescue Plan Act (ARPA) to be encumbered by December 31, 2024. Under the new ARPA program, funds can be used for the following:

- Public Health Emergency / Negative Economic Impacts
 - Assistance to small business or non-profits
 - Assistance to impacted industries such as travel, tourism and hospitality
- Employees pay and premium pay for essential workers
- Investments in water, sewer (storm/surface water), or broadband

Recommended Authorized Uses:

- Staffing & Related Equipment Costs \$1,619,000
- Protective/Disinfection Supplies \$10,000
- Technology Upgrades \$500,000
- Direct Assistance \$580,000
- Storm/Surface Water Projects \$4,898,186
- Storm/Surface Water Equipment \$410,000
- Park Restoration Projects \$1,234,000
- Economic Development \$215,000

Staff time is reimbursed by grant funds based on project related hours worked. Additionally, emergency sick leave hours for required quarantines are also reimbursable. The following positions and related equipment have been specifically authorized to respond to the COVID-19 Public Health Emergency and administer ARPA funds either in whole or in part:

- Accountant – Capital Project/Grants (Estimated 50%)
Administer American Rescue Plan Act (ARPA) funds. (Council 5/25/2021)
- HR Technician (Estimated 50%)
Support the development of online performance management, online training, electronic forms/employee self-service; to support the safety/health of employees as it relates to

- COVID-19 labor requirements. (Council 7/13/2021)
- Two (2) Custodians – PW Department (100%)
Cleaning and maintenance of city buildings/public spaces due to the effects of COVID-19. Alleviate workload of PW Crew workers currently performing these duties. (Council 7/13/2021)
- SWM – Field Technician (100%)
 - Collect SWM field data to implement and maintain a citywide GIS system for effective maintenance and improvement of SWM infrastructure assets.
- Risk Manager - Safety/Emergency Management (50%)
Develop, administer and maintain employee health and safety policies, and implement digital methods of delivery to support the hybrid workforce. (2022 Request with early recruitment authorized)

Protective/Disinfection Equipment Supplies \$10,000

Citywide Technology Upgrades - \$500,000

Direct Assistance

- Food Bank Capital Assistance \$500,000
- Volunteers of America \$50,000
- Senior Center \$30,000

Storm/Surface Water Projects

- 117th Ave NE (SWM portion of Sidewalk Project) \$607,000
- 91st & 24th SE Storm Water and Fish Passage \$1,500,000
- Treatment Plant Feasibility Study \$75,000
- Hartford Infrastructure Analysis \$100,000
- Machias Sewer & Storm Water Project – Future Request (Placeholder \$2.6M)

Storm/Surface Water Equipment

- Mini Street Sweeper \$260,000
- Slope Mower \$150,000

Park Restoration Projects

- Davies Pier Restoration \$50,000
- Eagle Ridge \$459,000
- Frontier Heights Phase II \$225,000
- Powerline Trail \$500,000

Economic Development

- Hartford Market Analysis \$25,000
- Small Business Relief \$40,000
- Economic Development Retail Recruitment \$150,000 (over 3-years)

APPLICABLE CITY POLICIES:

Coronavirus Local Fiscal Recovery Funds Terms & Conditions

BUDGET IMPACT:

Expenditures in the total amount of the grant award will be included in the 2022 budget.

RESOLUTION NO. 2021-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, THE USE OF ARPA FUNDS FOR THE PURPOSES SET FORTH IN THIS RESOLUTION.

WHEREAS, the American Rescue Plan Act (“ARPA”) authorizes the City of Lake Stevens (“City”) to receive funds in the amount of \$9,466 million; and

WHEREAS, the Mayor and City staff have reviewed the authorized uses of these funds and determined that the best method for use of these funds that will have the greatest benefit for the citizens of the City is to use the funds to pay for certain supplies, equipment, projects, economic development activity and staff costs set forth in Attachment A hereto; and

WHEREAS, the use of ARPA funds for the purposes designated in Attachment A are necessitated by the current public health emergency and the negative economic impacts therefrom and the related need for investment in the supplies, equipment, projects, economic development and staff costs set forth in Attachment A; and

WHEREAS, City staff, the Mayor, and the City Council find that the Coronavirus pandemic has affected all citizens within the City and utilizing the funds in the manner set forth in this Resolution for the purpose identified herein will have the greatest benefit to all citizens of the City; and

WHEREAS, the Mayor and City Council find that passage of this Resolution is in the best interest of the public health, safety, and welfare of the citizens of the City; **NOW THEREFORE**

**THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON
HEREBY RESOLVE AS FOLLOWS:**

Section 1. The City Council finds that the ARPA funds identified in this Resolution should be used to pay for the supplies, equipment, projects, economic development and staff costs set forth in Attachment A.

Section 2. If any section, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 3. This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council of the City of Lake Stevens, Washington at an Open Public Meeting the 26th day of October, 2021.

BRETT GAILEY, MAYOR

ATTEST/AUTHENTICATED:

KELLY CHELIN, CITY CLERK

Attachment A

Authorized Uses:

Staff time \$1,619,000

- Staff time on COVID related hours worked
- Emergency sick leave hours for required quarantines
- Accountant – Capital Project/Grants (Estimated 50%)
- HR Technician (Estimated 50%)
- Two (2) Custodians – PW Department (100%)
- SWM – Field Technician (100%)
- Risk Manager - Safety/Emergency Management (50%)

Protective/Disinfection Equipment Supplies \$10,000

Citywide Technology Upgrades - \$500,000

Direct Assistance

- Food Bank Capital Assistance \$500,000
- Volunteers of America \$50,000
- Senior Center \$30,000

Storm/Surface Water Projects

- 117th Ave NE (SWM portion of Sidewalk Project) \$607,000
- 91st & 24th SE Storm Water and Fish Passage \$1,500,000
- Treatment Plant Feasibility Study \$75,000
- Hartford Infrastructure Analysis \$100,000
- Machias Sewer & Storm Water Project –Placeholder \$2.6M

Storm/Surface Water Equipment

- Mini Street Sweeper \$260,000
- Slope Mower \$150,000

Park Restoration Projects

- Davies Pier Restoration \$50,000
- Eagle Ridge \$459,000
- Frontier Heights Phase II \$225,000
- Powerline Trail \$500,000

Economic Development

- Hartford Market Analysis \$25,000
- Small Business Relief \$40,000
- Economic Development Retail Recruitment \$150,000