



City Council Regular Meeting Agenda

Puyallup City Hall is open and accessible to the public. This City Council meeting will be held in person at the Council Chambers on the 5th floor of City Hall, 333 S. Meridian, and virtually via the Zoom platform. The meeting can be watched via livestream on the city website (cityofpuyallup.org/meetings) or joined via Zoom using this link: <https://bit.ly/3GJO274>. To listen by phone, call 253-215-8782 and enter webinar ID 881 3328 4196 and passcode 114506.

Written comments will be accepted at info@puyallupwa.gov until 5:30 p.m and be distributed to the City Council prior to the meeting.

Tuesday, November 9, 2021
6:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

1. APPROVAL OF AGENDA

2. CONSIDERATION OF MINUTES

- 2.a Minutes of September 28 and October 13, 2021
[September 28, 2021 Draft Minutes](#)
[October 13, 2021 Draft Minutes](#)

CITIZEN COMMENTS

3. CONSENT AGENDA

- 3.a Accept \$9,952 of CARES Act reimbursement funds through the Administrative Office of the Courts for costs incurred by the Puyallup Municipal Court due to the COVID-19 pandemic
- 3.b Accept \$11,065 in Edward Byrne Memorial Justice Assistance grant funding for the fiscal year 2020 for the Puyallup Police Department to use towards a virtual interactive training system
[Award letter](#)
- 3.c Authorize the City Manager to execute an interagency agreement with the Washington State Traffic Safety Commission to receive up to \$67,500 for emphasis patrols to combat distracted driving and other unsafe activity
[Interagency agreement](#)
- 3.d Authorize the City Manager to execute an interlocal agreement between the City of Puyallup and Pierce County for the purpose of working jointly to create a Comprehensive

Solid and Hazardous Waste Management Plan.
[Interlocal agreement](#)

- 3.e Authorize a temporary private sewer easement for a force main extending northwest from Step by Step property into Van Lierop Park
[Easement](#)
[Aerial of vicinity temporary easement](#)
- 3.f Authorize the City Manager to execute a master service and purchasing agreement with Axon Enterprise, Inc. for body-worn and in-vehicle cameras for the Puyallup Police Department along with associated products and services
[Agreement](#)
- 3.g Authorize the City Manager to finalize and execute annual contracts pertaining to healthcare plans for City employees

4. PUBLIC HEARINGS

- 4.a Public hearing and first reading of an ordinance determining and fixing the amount of funds to be raised by regular property taxes for 2022
[2022 Property Tax Levy Ordinance](#)
[2022 Property Tax Levy Resolution](#)
- 4.b Public hearing and first reading of an ordinance on the proposed 2022 Mid-Biennium Adjustment to the 2021-2022 Biennial Budget
[Ordinance](#)
[Exhibit A](#)
[Exhibit B](#)

5. CONSIDERATIONS AND REQUESTS

- 5.a Water, sewer and stormwater utility rates and system development charges study presentation
- 5.b Report on the implementation of the CityView online permitting system

CITY MANAGER'S REPORT

COUNCIL REPORTS

MAYOR'S REPORT

EXECUTIVE SESSION: Real Estate

ADJOURNMENT

Due to the Governor's orders related to public gatherings and the Open Public Meetings Act during the COVID-19 pandemic, the council meeting occurred remotely with Councilmember participation occurring by internet, phone access, and in person.

**City of Puyallup
Regular City Council Meeting
September 28, 2021**

COUNCILMEMBERS PRESENT: Mayor Door, Deputy Mayor Palmer, Councilmember Farris, Councilmember Jacobsen, Councilmember Johnson, Councilmember Kastama, and Councilmember Witting

APPROVAL OF THE AGENDA

Council Action: A motion was made by Councilmember Johnson and seconded by Deputy Mayor Palmer to approve the agenda. The motion passed 7-0.

PRESENTATIONS AND PROCLAMATIONS

Proclamation: 2021 Puyallup College Appreciation Week

Mayor Door read a proclamation in recognition of “College Appreciation Week. Dr. Darrell Cain, President of Pierce College Puyallup and Todd Murray, Washington State University Puyallup Research and Extension Center Director, were in attendance for the presentation. Both shared information pertinent to their organizations and voiced appreciation of the recognition.

Proclamation: Health Care Heroes Month

Mayor Door read a proclamation recognizing October 2021 as “Health Care Heroes Month.” Kristi Hartway, Chief Nurse Executive at Good Samaritan Hospital (GSH) accepted the proclamation on behalf of MultiCare and GSH. She spoke of the challenges faced by hospital staff in responding to the Covid pandemic and voiced appreciation for the recognition.

Mayor Door noted that Shelby Phillips, Registered Nurse in the Progressive Care Unit at St. Clare Hospital, was also in attendance via Zoom.

Recognition of Police Chief Scott Engle’s 20 years of service

City Manager Steve Kerkelie recognized Chief Engle for 20 years of service to the city and expressed appreciation to his family for their support. Kerkelie highlighted Engle’s career and rise within the department and presented him with a twenty-year service award. Chief Engle acknowledged the recognition, the support of his family, and was thankful for the opportunity to be part of the Puyallup community.

Recognition of retiring Parks Maintenance Worker Roque Martel

Kerkelie recognized the retirement of Roque Martel, a sixteen-year veteran of the City’s Parks Maintenance Division. He presented Martel with a certificate of appreciation and expressed appreciation for his service to the city, dedication to city parks, and mentoring of the newer staff

members. Martel stated that he was very happy during his time here and that he appreciated the opportunity to work for the city.

CITIZEN COMMENTS

Written comments were accepted by email until 5:30 p.m. on the day of the meeting. The following individuals shared a written comment:

Jessica Gamble (received September 27, 2021 at 9:14 a.m.)

Mary Kohli (received September 27, 2021 at 2:59 p.m.)

Brad Pugh (received September 27, 2021 at 10:13 a.m.)

Robin Crabb (received September 28, 2021 at 10:17 a.m.)

Abigail Lewis (received September 28, 2021 at 11:18 a.m. via Renee Quiett)

Mala Aguilar (received September 28, 2021 at 11:18 a.m. via Renee Quiett)

Holly Carter (received September 28, 2021 at 11:18 a.m. via Renee Quiett)

Renee Brewer (received September 28, 2021 at 11:18 a.m.)

Laura Font Photography (received September 28, 2021 at 11:18 a.m. via Renee Quiett)

Ric Rose (received September 28, 2021 at 2:10 p.m.)

Chanel Studebaker (received September 28, 2021 at 3:50 p.m.)

The following individuals were present and shared a verbal comment:

Kathy Turner: the Arts and Culture Commission's process in selecting the city entrance sign art and disappointment with the city's response to the negative community input.

Renee Muir: the negative response via social media, a need for community input, and a preference for a sign that is welcoming and representative of Puyallup.

Rob Carrington: disappointment with the Planning Commission's response to neighborhood concerns voiced over a comprehensive plan map amendment request under consideration.

Dave DeGroot: the rejection of many art forms throughout the years, a failure to communicate and the rationale behind the Arts Commission's proposal of the city entrance sign.

Kim Field: asked that the entrance sign represent the community as a whole and not just the Washington State Fair.

Heather Shadko: questioned the lack of a process, asked if a request for proposals was solicited, and voiced belief that the art should represent Puyallup's history, not just the Washington State Fair.

Ric Rose: compared House Bill (HB) 1220 to the Revised Code of Washington and the city's proposed interim zoning controls to accommodate homeless facilities.

CONSENT AGENDA

Approve an agreement with the Puyallup School District for School Resource Officer services

Award a contract to Scarsella Brothers, Inc. in the amount of \$2,532,382.38 for construction of the Salmon Springs Water Main Replacement, Phase 3

Approve accounts payable, payroll and electronic fund transfers of \$8,079,860.25

Council Action: A motion was made by Councilmember Johnson and seconded by Councilmember Jacobsen to approve the consent agenda. The motion passed 7-0.

ORDINANCES

Second reading of an ordinance approving interim zoning controls to accommodate facilities for the homeless

Planning Manager Katie Baker identified different types of supportive housing, where it can be located and advised of the city's ability to include use requirements to protect public health and safety. She shared several code changes to integrate transitional housing/permanent supportive housing and emergency housing/emergency shelter into city code to meet the requirements of HB 1220. Staff provided two options for council consideration regarding the occupancy standards for emergency housing and emergency shelter: Option A provides for 20 participants and Option B provides for 40 participants. Baker also suggested the inclusion of Administrative Conditional Use Permit (ACUP) language, similar to other sections of the code.

Baker responded to several requests for clarification while Council shared their perspectives on the proposed amendments. Majority support was voiced to limiting the number of occupants to 30, with some uncertainty expressed over the addition of the ACUP. Council acknowledged the temporary nature of the ordinance and noted that the ACUP could be included in the permanent zoning controls.

Council discussion ensued following the motions, with councilmembers sharing their position on each of the proposals.

Council Action: A motion was made by Deputy Mayor Palmer and seconded by Mayor Door to amend the ordinance by limiting the number of occupants to 30 and leaving out the proposed Administrative Conditional Use Permit and approving second reading of the ordinance as amended.

Council Action: A motion was made by Councilmember Kastama and seconded by Councilmember Farris, to amend the motion to include the Administrative Conditional Use Permit language.

Council Action: A motion was made by Councilmember Kastama and seconded by Councilmember Jacobsen to call for the question to end the debate. With a roll call vote, the motion passed 5-2 (Palmer, Door).

A vote was taken on Councilmember Kastama's motion to include the Administrative Conditional Use Permit language. With a roll call vote, the motion failed 3-4 (Johnson, Palmer, Witting, Door).

Council Action: A motion was made by Councilmember Kastama and seconded by Councilmember Jacobsen to amend the motion and limit the number of occupants to 20.

Council Action: A motion was made by Councilmember Jacobsen and seconded by Deputy Mayor Palmer to call for the question to end the debate. The motion passed 7-0.

A vote was taken on Councilmember Kastama's amendment to limit the number of occupants to 20. With a roll call vote, the motion failed 3-4 (Palmer, Witting, Farris, Door).

Council Action: A motion was made by Deputy Mayor Palmer and seconded by Councilmember Jacobsen to call for the question on the main motion and end the debate. The motion passed 7-0.

A vote was taken on Deputy Mayor Palmer's original motion to approve second reading of the ordinance as amended to limit the number of occupants to 30 and leaving out the proposed Administrative Conditional Use Permit. With a roll call vote, the motion passed 4-3 (Johnson, Farris, Jacobsen).

ORDINANCE NO. 3240

AN ORDINANCE of the City of Puyallup adopting interim zoning regulations related to permanent supportive housing, transitional housing, emergency housing, and emergency shelters for a period of six months in response to HB 1220; amending Puyallup Municipal Code Sections 20.15.005, 20.20.010, 20.25.010, 20.30.010, 20.31.014, 20.43.015 and Chapter 20.72

RESOLUTIONS

Resolution adopting the Housing Action Plan

Planning Manager Katie Baker noted the addition of language in the introduction to address concerns with potential changes to single-family neighborhoods and acknowledged that the city will use care in implementing the Housing Action Plan strategies.

Council Action: A motion was made by Councilmember Kastama and seconded by Councilmember Witting to approve the resolution adopting the Housing Action Plan as presented. The motion passed 7-0.

RESOLUTION NO. 2444

A RESOLUTION of the City Council of the City of Puyallup, Washington adopting the Housing Action Plan as a guidance document with strategies to address housing needs in the City of Puyallup

CONSIDERATIONS AND REQUESTS

City Entrance Sign Project

Civil Engineer Scott Tkach provided an update on the status of the city entrance sign project. Tkach discussed the history behind the sign replacement, the cost of the sign, and the efforts made by the Arts and Culture Commission to select a new sign design. Tkach shared a visual and discussed the design of the sign intended to replace the damaged sign located at South Meridian/SR512.

Public Affairs Officer Eric Johnson spoke of efforts to share the new sign information in the September e-newsletter and on social media. The posts elicited 337 comments with a strong preference to incorporate elements representative of Puyallup into the new sign (Mt. Rainier, daffodils, Native American Heritage, etc.).

Councilmembers shared their thoughts on this item. Discussion centered on but was not limited to the following: recognition of the Arts Commission's efforts; the re-evaluation of a past decision; a failure to follow policy; the lack of community input due to the pandemic; one versus seven entrance signs and if the design will be all the same or different for each one; and the need to provide more direction to the Arts Commission.

Council discussion ensued following the motions, with councilmembers sharing their position on each of the proposals.

Council Action: A motion was made by Councilmember Kastama and seconded by Councilmember Jacobsen to refer the matter of the city entrance signage to the Arts and Culture Commission for additional review, with the stipulation that they return in January with recommendations for council consideration.

Council Action: A motion was made by Councilmember Johnson and seconded by Councilmember Kastama to amend the motion to include language that there will be multiple signs in different locations with various themes.

Council Action: A motion was made by Councilmember Jacobsen and seconded by Councilmember Kastama to call for the question and end debate on the amendment regarding multiple signs in different locations, and with various themes. The motion passed 7-0.

A vote was taken on Councilmember Johnson's amendment to include language of multiple signs in different locations with various themes. With a roll call vote the motion failed 3-4 (Witting, Farris, Palmer, Door).

Council Action: A motion was made by Councilmember Kastama and seconded by Councilmember Jacobsen to call for the question and end the debate and vote on the original motion to defer the matter to the Arts and Culture Commission. The motion passed 6-1 (Palmer).

A vote was taken on Councilmember Kastama's original motion to refer the matter back to the Arts and Culture Commission. With a roll call vote the motion passed 4-3 (Farris, Palmer, Door).

Food Truck Pilot Program and Outdoor Dining Parklet Program

Economic Development Manager Meredith Neal shared her understanding of Council's directive from the study session. Both programs have been assessed and some suggestions have been made to improve both programs. She outlined minor adjustments to be added to a permanent food truck program, which is under development. Additionally, several modifications were suggested for the Outdoor Dining Parklet Program, to include the addition of a clear corrugated metal framed roof. Neal questioned if the Food Truck Pilot Program should be made permanent and if the Outdoor Dining Parklet Program should be extended for one additional year with the proposed adjustments.

Council was agreeable with the Food Truck Pilot Program as proposed. Discussion centered on the Outdoor Dining Parklet Program with some concern raised over the safety aspect. Council liked the ambience and sense of community the outdoor dining program offers and it was suggested that the program be allowed to continue throughout the winter on a trial basis.

Council Action: A motion was made by Councilmember Kastama and seconded by Councilmember Jacobsen that the parklets be allowed in the winter season on a demand basis and that those entities wishing to use the parklets be provided with a roof. The motion passed 6-0 (Farris was unavailable for the vote).

CITY MANAGER'S REPORT

Kirkelie issued a reminder about the upcoming budget study sessions on October 12, 13 and 14th, with the next regular meeting on October 26th. Also provided was an update on the status of the Milwaukee Bridge Project slated for reopening on March 1, 2022. Kirkelie noted that "College Appreciation Week" kicks off on Saturday at the WSU campus with game time at 2:30 p.m.

COUNCIL REPORTS

Councilmember Kastama spoke of the WSU Extension Center, of their research efforts, and voiced the need for the community to understand what assets Pierce College and WSU are to the community.

Councilmember Johnson spoke on the ability to work together, the public's shared comments and of council's willingness to listen to those opinions, all indicators of a caring community.

Councilmember Witting reported on the Rainier Cable Commission's winning of several awards at the National Association of Telecommunications Officers Association (NATOA) Conference; the status of Pierce County Homelessness Steering Committee's efforts; and Pierce County pledging of \$35 million to the steering committee for homelessness.

Councilmember Jacobsen welcomed community involvement; noted the passage of the school resource officer contract on the consent agenda; recognized Chief Engle for twenty years of service; and announced the state's budgeting of a new STEM building for Pierce College. Jacobsen announced that Pierce College will recognize "College Appreciation Week" with an evening of music in the AAH Building.

Deputy Mayor Palmer recognized the benefits of "College Appreciation Week" to WSU and Pierce College; discussed the challenges of working on community issues and voiced a need for more options for the city sign. Also discussed was the effectiveness of the Fair's mask mandate in keeping the number of Covid cases low and recognition of the city manager for his efforts to improve the staff's vaccination percentages.

MAYOR'S REPORT

Mayor Door commented on the city sign issue, expressed appreciation to the Arts and Culture Commission for their efforts, and recognized citizens who stood up for their beliefs. Door acknowledged Roque Martel for his many years of service to the parks department, Chief Engle for his 20 years of service and leadership ability, and the Fair on its success this year despite the pandemic.

EXECUTIVE SESSION – Labor Negotiations and Real Estate

At 10:19 p.m., Mayor Door called for a thirty-minute executive session to discuss labor negotiations and real estate matters with no action expected. At 10:50 p.m., the executive session was extended for an additional 30 minutes. The session concluded with no action taken and the City Clerk adjourned the meeting at 11:44 p.m.

ADJOURNMENT - 11:44 p.m.

Due to the Governor's orders related to public gatherings and the Open Public Meetings Act during the COVID-19 pandemic, the council meeting occurred remotely with Councilmember participation occurring by internet, phone access, and in person.

**City of Puyallup
City Council Study Session
October 13, 2021**

COUNCILMEMBERS PRESENT: Mayor Door, Deputy Mayor Palmer, Councilmember Farris, Councilmember Jacobsen, Councilmember Johnson, Councilmember Kastama, and Councilmember Witting

APPROVAL OF THE AGENDA

Council Action: A motion was made by Councilmember Jacobsen and seconded by Councilmember Johnson to approve the agenda. The motion passed 7-0.

AGENDA ITEMS

Follow-up from previous session

City Manager Steve Kirkelie summarized staff's understanding of the October 12th study session discussion as follows: converting the Corrections Lieutenant position to Police Captain; purchasing the HR/System to upgrade the finance department's IFAS software using Tier 3 Funding; approve both Safe Routes to School projects (Tier 3 funding); purchase body and in-car cameras for the police department (American Rescue Plan Act funding); support the Lodging Tax Advisory Committee's funding recommendations; increase MiCasa's community grant funding to \$25,000; hold the Food Bank's \$9,000 community grant funding pending a review of their long-term approach; and holding YMCA community grant funding request due to concerns on if they meet the funding guidelines.

City Council Initiatives

Kirkelie cited the receipt of several initiatives from Mayor Door, Deputy Mayor Palmer and Councilmember Witting. Following the introduction of each initiative, Councilmembers shared their thoughts, ideas, and support for or against each proposal.

Mayor Door shared her initiative for art wraps on the signal boxes. She outlined the history of the concept, identified the costs, pointed out that the wraps deter graffiti and asked that \$25,000 be provided to the Arts Commission to move this project forward. She anticipated that the funding would provide two art wraps total for each city council district. This request received full support by the City Council.

Deputy Mayor Palmer shared his initiative to start efforts for a Climate and Sustainable Action Plan. He proposed hiring a consultant to look at the impacts, consider what the appropriate mitigation actions might be and create a plan designed for Puyallup. He voiced the importance for the city to prepare for the changing environment, identified other cities who have addressed action

plans, and estimated the cost for a consultant between \$80,000 to \$100,000. The request received a majority of support by the city council.

Additionally, Deputy Mayor Palmer proposed replacing the vegetation and greenery along East Main that was removed during the road widening project. He pointed out that the city engineer has suggested that doing the project in phases would help to offset the overall cost. The estimated cost of this project is slightly less than \$100,000 if done in phases. The request received full support by the City Council.

Councilmember Witting proposed setting aside some funding to assist Pierce County in welcoming and possibly mentoring Afghanistan refugees due to arrive at Joint Base Lewis McChord. He did not have a specific dollar amount for this initiative and suggested setting aside \$50,000 for this purpose. He noted that Pierce County estimates 500 refugees by the end of this year, with approximately 1,000 to 2,000 more expected in 2022. The request received full support by the City Council.

Kirkelie clarified the city council's directive to include the following items into the budget ordinance: \$25,000 for the Art Wrap Project; \$100,000 for the Climate and Sustainable Action Plan; \$100,000 for the revitalization of East Main; and \$50,000 for the Afghanistan refugee cooperation with Pierce County.

Mayor Door stated that the city council was able to address all items, thus the October 14th meeting will be cancelled.

CITIZEN COMMENTS - None

EXECUTIVE SESSION

At 7:48 p.m., Mayor Door announced an executive session for 30 minutes to discuss labor/collective bargaining matters, with no action expected.

At 8:34 p.m. the executive session was extended for an additional 15 minutes.

The executive session concluded with no action taken and the City Clerk adjourning the meeting at 8:45 p.m.

ADJOURNMENT – 8:45 p.m.



City Council Agenda Item Report

Submitted by: Ellen Attebery

Submitting Department: City Council

Meeting Date: 11/09/2021

Subject:

Accept \$9,952 of CARES Act reimbursement funds through the Administrative Office of the Courts for costs incurred by the Puyallup Municipal Court due to the COVID-19 pandemic

Presenter:

Judge Andrea Beall

Recommendation:

Accept \$9,952 of CARES Act Reimbursement funds through the Administrative Office of the Courts for costs incurred due to the COVID-19 pandemic and amend the budget as appropriate.

Background:

The State of Washington Administrative Office of the Courts received CARES Act funding to distribute to local courts for reimbursement of costs incurred as a direct result of the COVID-19 pandemic.

The Puyallup Municipal Court submitted an application for \$9,952 to reimburse for necessary pro tem judge and associated non-judicial staffing to help resolve a backlog of hearings and other work which accrued due to building closures during the pandemic.

Council Direction:

Fiscal Impacts:

Reimbursement up to \$9,952

ATTACHMENTS



City Council Agenda Item Report

Submitted by: Nichole McNiven

Submitting Department: Police Department

Meeting Date: 11/09/2021

Subject:

Accept \$11,065 in Edward Byrne Memorial Justice Assistance grant funding for the fiscal year 2020 for the Puyallup Police Department to use towards a virtual interactive training system

Presenter:

Scott Engle, Chief of Police

Recommendation:

Authorize the acceptance of \$11,065 in Edward Byrne Memorial Justice Assistance Grant (JAG) funding for the fiscal year 2020, and amend the budget as appropriate.

Background:

The Puyallup Police Department (PPD) was awarded a Justice Assistance Grant (JAG) in the amount of \$11,065 for a training advancement program. Training and the use of technology are necessary for meeting the ever-increasing demands on law enforcement officers. The JAG grant will be used to augment the department's current training curriculum with the VirTra (Virtual Interactive Training) system.

VirTra offers realistic firearms training and judgmental use-of-force simulations. The system is designed to challenge an officer's ability to function in high stress, rapidly evolving situations. The training combines visual, auditory and physical experiences which ultimately result in improved reactions, enhanced communication skills and better critical decision-making abilities.

The system also provides for community engagement with the goal of helping participants gain awareness of the tense situations faced by officers, and the tactics and processes used to de-escalate these.

Council Direction:

Fiscal Impacts:

ATTACHMENTS

- [Award letter](#)



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 20, 2020

Chief Scott Engle
City of Puyallup
333 S. Meridian
Puyallup, WA 98371-5904

Dear Chief Engle:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Puyallup for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than \$25,000." The approved award amount is \$11,065. These funds are for the project entitled Puyallup Police Department Training Advancement Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Puyallup accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Patrick Fines, Program Manager at (202) 598-7516; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan", is written over a horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



City Council Agenda Item Report

Submitted by: Nichole McNiven

Submitting Department: Police Department

Meeting Date: 11/09/2021

Subject:

Authorize the City Manager to execute an interagency agreement with the Washington State Traffic Safety Commission to receive up to \$67,500 for emphasis patrols to combat distracted driving and other unsafe activity

Presenter:

Chief of Police Scott Engle

Recommendation:

Authorize the City Manager to enter into an agreement with the Washington Traffic Safety Commission, in a form as approved by the City Attorney, which would reimburse the City in an amount not to exceed \$67,500 and amend the budget as appropriate.

Background:

This agreement offers reimbursement funding up to \$67,500 for high-visibility enforcement traffic safety emphasis patrols targeting persons who are driving distracted or driving under the influence of alcohol and/or drugs. Funds will also be used to promote and enhance safety for motorcyclists by addressing unsafe actions by riders as well as by others who are driving in the vicinity of a motorcyclist.

During these patrols, officers will attempt to maximize contacts with drivers in the interest of leveraging the known effect that visible enforcement has on improving the actions of drivers who are not directly involved in a traffic stop, but who merely observe it.

Council Direction:

Fiscal Impacts:

ATTACHMENTS

- [Interagency agreement](#)

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Puyallup Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Puyallup Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.608, for traffic safety grant project **2022-HVE-4447-Region 5 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 5 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2022-HVE-4447-Region 5 Target Zero Task Force** was awarded to the **Region 5** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2021, and remain in effect until September 30, 2022 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Problem and Opportunity Statement / Project Overview

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, and distracted driving. Motorcyclists also represent a high number of injured and killed as a result of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

This project will fund locally coordinated high visibility enforcement mobilizations for distracted driving and motorcycle safety. Selected regions will also be given funding for Impaired Driving HVE. Overtime patrols will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement.

Strategy

Prevent drivers from engaging in high-risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE).

HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

Objectives and Requirements for All High Visibility Patrols

1. SUB-RECIPIENT will participate in their task force to plan and execute HVE events. The SUB-RECIPIENT in cooperation with the local task force will:
 - a. Conduct robust planning for each HVE event. WTSC recommends creating an operational plan developed by the local traffic safety task force for each HVE event that includes:
 - i. Goals for the event – For example, what behaviors is the event intended to influence?
 - ii. Summary of participating law enforcement agencies, target violations, and target locations.
 - iii. Summary of the public outreach that will be done to promote the event so that drivers in the targeted locations are forewarned and can anticipate it.
 - iv. Use data and information such as crash data, anecdotes of near misses, and professional judgement to pick target locations where the patrols will occur.

- b. The planning for HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members.
- c. Execute the event using multiple officers (a minimum of three) at the same time in the same target areas to create a visible presence so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day.
- d. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the HVE event. See this requirement described below in the section called Other Considerations, Exceptions, And Notes Regarding HVE Events.
- e. Promote the event through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. Translate messages as needed to reach the majority of drivers in the targeted locations.
- f. Invite local media involvement in the effort to reach communities in which HVE will occur.
- g. Strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
- h. Ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
- i. Ensure all participating personnel will receive a briefing prior to the event so that every participant understands the purpose and goals of the HVE event. This can be done in person (preferred) or electronic via telephone or virtual software. Below is a recommended briefing checklist:
 - i. Event goals, and summary of participating law enforcement agencies and officers, target violations, and target locations.
 - ii. List of on-call DREs and request procedures
 - iii. How to fill out their digital activity log in WEMS
 - iv. Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - v. Dispatch information
 - vi. Spotter processes (if applicable)
 - vii. Available Draeger machines and locations

- j. Ensure all officers participating in these patrols is BAC certified and received and passed the SFST refresher training.
- k. Support the promotion of HVE events utilizing all of their owned media channels (i.e., Facebook, Twitter, website, email newsletters, or other social media).
- l. Ensure at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

Objectives and Requirements for Distracted Driving HVE Patrols

1. SUB-RECIPIENT must use the spotter method for all distracted driving HVE events. This method will utilize a team of no less than three officers – one spotter identifying violations and at least two officers responding to violations.
2. Participating officers will document, in the “Comments” box of their activity log, the names of the spotter and chasers with which they were working.
3. SUB-RECIPIENTS utilizing motorcycle officers are exempt from the spotter requirement.
4. SUB-RECIPIENT agrees that distracted driving patrols conducted without using the spotter method will not be compensated by the WTSC.
5. SUB-RECIPIENT will only expend funds for these HVE events in support of the national distracted driving campaign from April 4 to April 11.
6. SUB-RECIPIENT may expend funds outside of the April national campaign, but only when 1) the Target Zero Manager receives written approval from WTSC in advance and 2) the event is in support of a distracted driving focused HVE event organized by the Task Force. Patrols conducted outside of the campaign window, and without pre-approval from WTSC will not be reimbursed.

Objectives and Requirements for Motorcycle Safety HVE Patrols

1. SUB-RECIPIENT will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
2. SUB-RECIPIENT ensures that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
3. The SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
4. The SUB-RECIPIENT will only expend funds for these motorcycle HVE events in support of the following campaigns:
5. It’s a Fine Line – (July 8-10, July 15-17, or July 22-24). Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.

6. Oyster Run Event – Summer 2022 (Region 11 only).
7. ABATE Spring Opener – Summer 2022 (Region 12 only).
8. Hog Wild Ocean Shores Motorcycle Event – Summer 2022 (Region 2 only).
9. Motorcycle HVE Patrols must take place Friday, Saturday, or Sunday during the It's a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this or for special events. These requests must be sent to Mark Medalen via email (mmedalen@wtsc.wa.gov) at least one week in advance of the proposed event. During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

Other Considerations, Exceptions, And Notes Regarding HVE Events

Maximizing contacts: Participating law enforcement officers should make as many contacts as they can during their patrol in the spirit of changing driving behavior. Active, visible, consistent, and targeted traffic law enforcement has an impact on helping to modify driver behavior. A traffic stop affects future driving habits that has a positive influence on reducing the number and severity of collisions. People believe what they hear from each other and it influences what they do. Traffic stops act as a deterrent to risky driving behavior. This strategy has three primary purposes that traffic stops achieve:

- The first purpose is to stop a violation of the law for public safety. Officers will accomplish this purpose merely by stopping vehicles.
- The second purpose of the stop is to serve as a general deterrent to other drivers. Officers' visible presence with a vehicle at the roadside has this symbolic effect on other drivers.
- Finally, the third purpose is to change the drivers' future driving behavior.

Process Measures

- Percent of officers that receive a briefing prior to HVE events.
- Percent of HVE activity logs with a start date and end date / time within prescribed campaign windows.
- Percent of stops resulting in an infraction or citations issued for high-risk behaviors including but not limited to impaired driving, speeding, distracted driving, and aggressive driving.

Objectives and Requirements for Impaired Driving HVE Patrols

1. SUB-RECIPIENT will implement a data driven, sustained enforcement and education efforts.
 - a. Use local traffic crash data and any other useful data to identify the locations where the enforcement patrols should occur.
 - b. Education and local media efforts should incorporate a Positive Community Norms approach with the desired outcome of influencing drivers with the highest potential of causing traffic crashes.

- c. Commit to an increased level of sustained enforcement as outlined in the operations plan. *NOTE: These funds are meant to provide an increase in DUI enforcement efforts, not meant to replace current DUI enforcement.*
2. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - a. Holiday DUI Patrols (December 15 – January 1)
 - b. Drive Sober or Get Pulled Over (August 17 – September 5)
3. SUB-RECIPIENT will focus enforcement efforts on driving behaviors that are commonly exhibited by drivers operating a motor vehicle under the influence of alcohol/drugs or a combination. Stopping vehicles for “high discretionary” style stops should not be the priority.
4. SUB-RECIPIENT ensures all officers participating in these patrols has received the Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
5. SUB-RECIPIENT should not supplant regular patrol officer activity during HVE events.

Scope of Work - Impaired Driving HVE Patrols

Contacts

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Media Contact/Task Force Contact

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Chief John Cheesman
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253-565-1198

Lt. Fred Douglas
Sgt. Joe Hicks
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Gig Harbor, WA 98335
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Lt. Bill Ashcraft
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253-761-0272

Chief Tom Yabe
Steilacoom PD
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Steilacoom, WA 98388
253-983-2032

Sgt. Matt Kurle
Chief Brad Moericke (Task Force Chair)
Sumner PD
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Sumner, WA
253-299-5649

Sgt. Kevin Jepson
Sgt. Russ Fick
Tacoma PD
3701 S Pine St
Tacoma, WA 98409
253-377-9611

Sgt. Josh Valek
Washington State Patrol
2502 112th Street East
Tacoma, WA. 98445 253-538-3114

Operations

The HVE patrols dates were chosen based on input from all Task Force agencies and from a review of the data on the WSDOT Crash Data Portal and the WTSC data dashboards.

- HVEs will focus on low-discretionary stops as defined in this application as traffic stops that are categorized as collision causing offenses.
- Emphasis patrols will be held primarily on weekends, except for St. Patrick's Day and Cinco de Mayo. Other weekday emphasis would only occur during the statewide campaigns, but priority will be given to weekends.
- Briefings will be held by the host agency at 6pm for each emphasis and the patrols will run from 7pm to 2am. Briefings will include an overview of the goals and details of the emphasis, including the DRE call out procedure, resource list, blood warrant and blood draw protocols, judge call outs, WEMS reminders, and reference to the 24 Initial Visual DUI Detection Cues. South Sound 911 will provide a dedicated dispatch channel for each emphasis as requested.
- A combination of HVE Sustained Enforcement, Saturation Patrols, and Multi-Jurisdictional efforts will be used to carry out our HVE plan.
 - Saturation patrols will occur for the March, May, June, and September HVEs as they will occur in specific areas of Region 5 and focus on historically high-risk events and areas.

- Multi-jurisdictional efforts will be used for the December and August statewide campaigns when each agency will be working in their own jurisdiction, with county wide publicity and visibility being used to inform the public of our coordinated efforts.
- The Region 5 Task Force will attempt to do a Tri-County emphasis with Snohomish and King County in December to promote patrols on a specific weekend across the three counties.
- A list of officers from each agency that have been approved to work with the Target Zero Task Force Team and to participate in the HVE patrols will be maintained by the Region 5 Task Force.
 - The list is reviewed twice a year by each agency representative and interested new officers fill out an application that is reviewed by the Task Force Executive Board for approval.
 - The current process is in line with the WTSC recommendations. As of March of 2021, the current team member list stands at 63 officers.
- Evaluation of the ID HVE events will be conducted by the TZM, LEL, and hosting agency upon completion of each HVE.
 - Region 5 HVE program will use process and outcome evaluation tools to evaluate progress and efforts. The TZM will work closely with the host agency to evaluate the process followed for each emphasis and whether or not modifications need to be made.
 - The TZM will follow up in WEMS 48 hours after each HVE to ensure that activity logs have been entered by all participating officers and if not will work with Task Force representatives to ensure this is completed.
 - TZM will review all activity logs to check for completeness and evaluate outcomes for each HVE including number of stops, number of DUIs, number of other arrests, etc.
 - In addition, HVE data will be reviewed quarterly by the Task Force to ensure targets are being met and address priority areas.
 - Modifications to the operations plan will be made as needed and with approval from WTSC.
- Outreach will continue by the TZM to increase awareness of the Task Force and its work and to promote a positive traffic safety culture.
- As community events continue to resume due to COVID, the TZM will participate in events and outreach as needed.
- The TZM will work closely with CPWI coalitions, community agencies, and schools to promote traffic safety issues and to ensure the public receives messaging regarding any and all HVEs.
 - A community survey that has recently been used by other TZMs in other regions will be implemented to evaluate community perceptions.

Schedule of HVE Events

Region 5 will conduct the following HVE patrols during the 2021-2022 fiscal year:

Month/Date	Hosting Agency	Event
December	County wide emphasis/all agencies	Statewide Holiday DUI campaign (Dates TBD by WTSC)
March 17th	Puyallup	St. Patrick's Day
May 5 th	Lakewood	Cinco de Mayo

June	Sumner/Bonney Lake/Puyallup	Buckley Log Show (date TBD)
August	County wide emphasis/all agencies	Statewide Drive Sober DUI Campaign (dates TBD by WTSC)
September	Puyallup	Washington State Fair (date TBD, typically Friday of Labor Day weekend through 3 rd week of September)
*Potential for additional emphasis based on need/availability/funding for Super Bowl Weekend (February) & Puyallup Spring Fair (April)		

Measures

- Number of LE agencies participating
- Number of officers participating
- Number of events
- Number of DUI arrest/Contacts in priority areas
- Number of visible prompts within the region

Publicity/Earned Media Efforts

- The TZM will work with all Region 5 agency PIOs and Task Force representatives to promote each HVE pre-, during, and post-event.
- Promotion of the HVEs will be done through a combination of strategies, including earned media, social media, and Positive Community Norms (PCN).
 - Region 5 is racially and ethnically diverse, with multiple languages spoken, so our messaging will need to be appropriate for multiple cultures, languages, and proficiency.
 - The TZM will work with community partners to develop a plan to ensure we are reaching multiple groups.
- Pre-event media will include press releases, social media posts, interviews, letters to the editor, and radio PSAs as available.
 - Each Region 5 agency is committed to sharing information regarding HVEs with their networks, through social media, TV, newsletters, and any other means possible.
- Post-event messaging will be distributed through the same channels and will also include key stakeholders in the community.
 - Post event stats will be provided to the TZM by the host agency and then will be distributed to all agencies so to inform the public of our results using a PCN lens.
- The TZM will work with local community coalitions and potentially school prevention groups to design, pilot test, and ultimately use PCN messaging regarding positive traffic safety culture as another media strategy.
 - Local coalitions have agreed to use and promote PCN messaging provided by the TZM and WTSC.

Measures

- Number of media releases
- Number of LE agencies that promote HVE
- Number of media interviews (TV, Radio, etc.)
- Number of community members reached by social media

Budget and Budget Narrative

1st Quarter - October 2021 through December 31, 2021	
Target Zero Statewide Holiday DUI Emphasis-December	\$13,500
2nd Quarter – January 1 to March 31, 2022	
St. Patrick's Day-March 17 th	\$7,200
3rd Quarter – April 1 to June 30, 2022	
Cinco de Mayo-May 5 th	\$7,200
Buckley Log Show-June	\$7,200
4th Quarter – July 1 to September 30, 2022	
Target Zero Statewide Holiday DUI Emphasis-August	\$13,500
WA State Fair-September	\$15,750
*Additional funds to be used for smaller or additional emphases for Octoberfest and/or Super Bowl	\$3,150
Total \$67,500	
*Grant funds will be used to cover officer overtime and straight funds as needed. TZM will do a budget assessment after the 1 st Quarter of FY2022 and request adjustment from WTSC as deemed necessary based on current spending.	

3.1. MILESTONES AND DELIVERABLES

Mobilization	Dates
Holiday DUI	December 15, 2021 – January 1, 2022
U Drive. U Text. U Pay.	April 4 – 11, 2022
It's a Fine Line	July 8 – 24, 2022
DUI Drive Sober or Get Pulled Over	August 17 – September 5, 2022

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 5 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$118,500.00** to the **Region 5 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 5** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols (Section 402, CFDA 20.600)	\$67,500.00
Distracted Driving Patrols (Section 402, CFDA 20.600)	\$31,000.00
Motorcycle Safety (164 Funds, CFDA 20.608)	\$20,000.00
TOTAL	\$118,500.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TSM for review and approval. The TSM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2022**. All invoices for goods received or services performed between July 1, 2022 and September 30, 2022, **must be received by WTSC no later than November 15, 2022**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 15.2.1. Applicable federal and state statutes and rules
- 15.2.2. Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or

commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs,

films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is

given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the

employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS


The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 5 is:	The Contact for WTSC is:
David Obermiller Puyallup Police Department davido@puyallupwa.gov	Renee Tinder Region 5 Target Zero Manager TZMRegion5@outlook.com 253-906-0522	Hilary Torres WTSC Program Manager htorres@wtsc.wa.gov 360-725-9888

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

 _____ Signature Scott Engle _____ Printed Name Chief of Police _____ Title 10/14/2021 _____ Date	WASHINGTON TRAFFIC SAFETY COMMISSION _____ Signature _____ Printed Name _____ Title _____ Date
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City Council Agenda Item Report

Submitted by: Michelle Gehring

Submitting Department: Engineering

Meeting Date: 11/09/2021

Subject:

Authorize the City Manager to execute an interlocal agreement between the City of Puyallup and Pierce County for the purpose of working jointly to create a Comprehensive Solid and Hazardous Waste Management Plan.

Presenter:

Hans Hunger, P.E.; City Engineer

Recommendation:

Authorize the City Manager to enter into an interlocal agreement with Pierce County, in a form as approved by the City Attorney, to work together regionally for the creation of a 2021 Comprehensive Solid and Hazardous Waste Management Plan.

Background:

In March of 2001 the City Council passed Resolution 1677 which approved an interlocal agreement with Pierce County and other jurisdictions for solid and hazardous waste management. The purpose of this agreement is to partner with all involved parties to create a replacement Comprehensive Solid and Hazardous Waste Management Plan and coordinate how to implement goals, policies, recommendations and disposal methods for a 2021 Tacoma-Pierce County Solid Waste Management Plan.

Under the agreement, the City will work with the County and other jurisdictions to create a replacement Comprehensive Solid and Hazardous Waste Management Plan. If Council authorizes participation by Puyallup in this effort, the City will be able to comment and provide input on any proposed changes; however, if 75% of the participating jurisdictions approve, the replacement plan will take effect whether or not Puyallup supports the changes. If Puyallup does not support the replacement plan, the City can opt out of the interlocal agreement after it has been developed and adopt a separate, stand-alone solid waste comprehensive plan.

Council Direction:

Fiscal Impacts:

ATTACHMENTS

- [Interlocal agreement](#)

Interlocal Agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040(3)(c), this Interlocal Agreement (Agreement) is entered into between Pierce County, a municipal corporation, and a political subdivision of the State of Washington ("County"), and the City of Puyallup, a municipal corporation authorized by Washington State, establishing the obligations of the Parties for comprehensive solid and hazardous waste management planning.

WHEREAS, the City of Puyallup and the County acknowledge that County intends to enter into identical individual Agreements with the cities and towns of Bonney Lake, Buckley, Carbonado, DuPont, Eatonville, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Roy, Ruston, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson, creating a single agreement among all parties who execute identical individual Agreements. Each identical individual Agreement will differ only as to the City or Town identified as the non-County party to the Agreement. This Agreement will reference the cities and towns who execute individual identical Agreements collectively as the "Signatory Cities" and individually as the "Signatory City." Any signing entity also may be referenced as "Party" or, in any combination, "Parties."

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, RCW 70A.205.040 requires cities to either 1) prepare their own solid waste management plans for integration into the county plan or 2) agree with the county to participate in a joint city-county solid waste management plan or 3) authorize the county to prepare a city plan for inclusion in the comprehensive county solid waste management plan; and

WHEREAS, County and many of the Signatory Cities previously entered into an Interlocal Agreement for the purpose of implementing the 2000 Tacoma-Pierce County Solid Waste Management Plan, which plan must now be replaced; and

WHEREAS, the Parties wish to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, the Parties wish to agree to a coordinated system for the management and disposal of solid waste in Pierce County; and

WHEREAS, RCW 39.34.030 authorizes governments to enter agreements to jointly or cooperatively exercise their powers;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

I. PURPOSE OF AGREEMENT

The Parties intend this Agreement to provide for creation of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

II. AUTHORITY

- A. The planning process that is the subject of this Agreement is required by and governed by Chapters 70A.205 and 70A.300 RCW.
- B. The Signatory Cities hereby choose, under RCW 70A.205.040(3)(c), to authorize Pierce County to prepare a plan for the Signatory Cities' solid waste management and to incorporate Signatory City plans in the County's comprehensive 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan ("Plan").
- C. The Signatory Cities agree that County will coordinate development of the Plan through the Pierce County Solid Waste Advisory Committee (SWAC), an advisory citizen board which includes Signatory City representation.
- D. The Signatory City executing this individual Agreement agrees that by doing so, it is entering into an agreement among the County and all Signatory Cities, binding County and all Signatory Cities to the terms set forth in this Agreement.

III. OBLIGATIONS

A. County

1. County, at its own expense, will prepare, and maintain in a current condition, the Plan, including plans for the Signatory Cities. As part of this obligation, County will circulate drafts to the Signatory Cities for review and comment and will circulate final drafts to the Signatory Cities for approval or rejection.
2. The County will coordinate planning activities with the City of Tacoma and incorporate materials submitted by Tacoma into the Plan.
3. County will implement and comply with applicable elements of an adopted Plan and any updates thereto.

B. Signatory Cities

1. Each Signatory City, at its own expense, will review and respond to draft versions of the Plan and updates thereof.
2. Each Signatory City, at its own expense and following its own procedures, will either approve the final draft of the Plan or of any update or will instead

prepare and deliver to the Pierce County Auditor that Signatory City's own solid waste management plan for integration into the Plan.

3. Signatory Cities will implement and comply with applicable elements of an adopted Plan and any updates thereto.

C. Budget and property

No financing, joint budget, or joint property acquisition is required for the joint and cooperative exercise of local government powers under this Agreement. Each Party is responsible for the expenses listed as its obligation above and shall also be responsible to acquire, hold, or dispose of any real or personal property needed to meet its obligations under this Agreement.

IV. DISPUTE RESOLUTION

- A. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort. If the Parties are unable to resolve the dispute, the Parties hereby agree to arbitration. The Parties shall attempt to agree on an arbitration administrator, a set of arbitration rules, and a single arbitrator. If they cannot, then the Parties hereby agree to select the arbitrator or arbitration panel and to conduct the arbitration under the administration and rules of JAMS Seattle Mediation, Arbitration and ADR Services. The decision of the arbitrator or arbitration panel shall be considered final. In any dispute, each Party shall be responsible for its own attorney fees and other costs, and each disputing Party shall pay an equal share of the costs of arbitration, mediation, or other alternative dispute resolution.

V. ADDITIONAL MUNICIPALITIES

- A. Additional municipal entities may join the agreement among County and all Signatory Cities if that municipal entity's governing body agrees to the then current terms of this Agreement (including any amendments) pursuant to RCW 39.34.030(2) and executes an identical individual copy of the Agreement.

VI. PLAN DEVELOPMENT PROCESS

- A. The Parties agree to the following process for development of the Plan, updates to the Plan, and replacement of the Plan.
- B. Process
 1. With input from SWAC, County staff will develop a draft and circulate that draft to Signatory Cities and to the Washington State Department of Ecology (Ecology).
 2. Signatory Cities will provide responsive comments, if any. If a Signatory City has not provided a response 30 days after receiving the draft, County may presume that Signatory City has no response and is not seeking any change to the draft.
 3. After good faith consideration of any responses from Signatory Cities and Ecology, County staff will prepare a final draft. County has discretion to

decide whether to change the final draft as a result of a Signatory City response.

4. County will provide the Signatory Cities with the final draft for each Signatory City to consider for approval under that City's own governing procedures.
5. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

C. Initiating Amendments and Updates

1. Either the County or any Signatory City may propose amendments to the Plan to keep the Plan in a current condition. Upon such proposal, County shall conduct the Plan development process as outlined in this section.
2. The County shall prepare Plan updates as required by Chapter 70A.205 RCW or by Ecology.

VII. PLAN OR UPDATE ADOPTION

The Plan, any Plan update, and any replacement Plan are adopted when the Plan or update has been fully approved, under each approving Party's governing procedures, by any combination of Signatory Cities and of the County representing 75% of the population living within the Pierce County Solid Waste Management System's geographic area. The Pierce County Solid Waste Management System includes all of Pierce County except the City of Tacoma and Joint Base Lewis McChord. To determine the 75% threshold, the Parties agree to use the population numbers maintained by the Washington State Office of Financial Management. Each Party hereby agrees to be bound by and comply with any Plan or update that is so approved, even if that Party has not itself approved it, reserving such a Party's right to end its participation in this Agreement as set forth herein.

VIII. TERM

- A. Commencing on the Effective Date, as defined herein, the term of this Agreement is twenty (20) years.
- B. A Signatory City may withdraw from this Agreement before expiration of the term, but only upon submission of its own solid waste management plan and its own hazardous waste plan, satisfying all requirements for such plans under Washington State law. To allow time to prepare and obtain approval of those required plans, a Signatory City must provide 12 month's advance written notice to County before the proposed withdrawal date. Withdrawal will not be effective until that proposed withdrawal date or until full approval of the required plans, whichever date is later.
- C. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated by any Party's legislative body for that Party's obligations under this Agreement for any future fiscal period, that Party will not be required to meet those obligations after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized that Party's legislative body,

PROVIDED THAT, each Party is and remains obligated to comply with an adopted Plan and any updates thereto regardless of fund allocation or appropriation. No penalty or expense shall accrue to the affected Party in the event this provision applies.

- D. The Parties do not anticipate that this Agreement will result in the joint ownership or possession of any real or personal property. Upon expiration or earlier termination, there will be no jointly held property needing disposition. Each Party will remain responsible for its own costs, whether incurred during this Agreement or otherwise.

IX. EFFECTIVE DATE

- A. This Agreement shall be effective after it is approved by the Pierce County Council and executed by the Pierce County Executive, which shall occur only after the Signatory City has fully executed it.

X. NOTICE

- A. Notices required by or related to this Agreement shall be in writing and sent by either: (a) United States Postal Service first class mail, postage pre-paid; (b) personal delivery; or (c) by email to the email addresses designated below, if the subject line indicates that the email is formal notice under this Agreement and also references the Pierce County contract number designation. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) Three (3) business days from deposit in the United States mail; or (c) the day and time the email message is received by the recipient's email system, but emails received between 5:00 PM and 8:00 AM will be considered delivered at the start of the next business day. Notices shall be sent to the following addresses:

Pierce County contact information:

Contract Services
950 Fawcett Avenue, Suite 200
Tacoma, WA 98402
pcpwcontractservices@piercecountywa.gov

City of Puyallup Contact information:

Hans Hunger, City Engineer
hhunger@puyalluwa.gov

- B. Any Party, by written notice to the others in the manner herein provided, may designate a physical or email address different from that set forth above.

XI. ADMINISTRATOR

No separate entity or joint board is established by this Agreement. The manager of the Sustainable Resources Division of the Pierce County Planning and Public Works

Department shall be the Agreement Administrator. If a Division of that name ceases to exist, the manager of whatever County office succeeds to its responsibilities shall be the Agreement Administrator.

XII. MUTUAL INDEMNIFICATION

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the indemnifying Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

With respect to the performance of this Agreement and as to claims against the other Party, its officers, agents and employees, the indemnifying Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the indemnifying Party. This waiver is mutually negotiated by the parties to this Agreement.

XIII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

XIV. CHOICE OF LAW, VENUE AND RESPONSIBILITY FOR ATTORNEY FEES AND COSTS

This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington without regard to conflict of law provisions. In the event any suit,

arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue will be in Pierce County, Washington. In the event of any dispute related to this Agreement, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and costs.

XV. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

XVI. RECORDING OR PUBLIC LISTING

The Parties agree that this Agreement, after full execution, either will be recorded with the Pierce County Auditor or listed by subject on Pierce County's web site or other electronically retrievable public source, as required by RCW 39.34.040.

XVII. COUNTERPARTS

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Digital signatures, including those transmitted by e-mail (PDF attachment) or facsimile transmission shall be acceptable.

IN WITNESS WHEREOF, this contract will be fully executed when all parties have signed below.

CITY OF PUYALLUP:

Steve Kinkelie, City Manager

Date

PIERCE COUNTY:

Approved as to Legal Form Only:

Prosecuting Attorney

Date

Approved:

Department Director

Date

Finance Director

Date

County Executive

Date



City Council Agenda Item Report

Submitted by: Robyn Buck

Submitting Department: Development Services

Meeting Date: 11/09/2021

Subject:

Authorize a temporary private sewer easement for a force main extending northwest from Step by Step property into Van Lierop Park

Presenter:

Ken Cook, Development Engineering Manager

Recommendation:

Approve a temporary private sewer easement for a force main extending from the northwest Step by Step property line along 33rd St. SE to the north, approximately 100 feet into the Van Lierop park property along the border of the 33rd St. right-of-way for the purpose of avoiding an existing gas line.

Background:

The Step by Step project has been permitted for an offsite sewer main extension which is necessary to connect the property to sewer.

In addition, Step by Step has another application currently being reviewed that will allow their site to connect to the new sewer main extension. This connection would require moving an existing Puget Sound Energy (PSE) gas main, which PSE has indicated will take six to nine months to accomplish. This time delay was not anticipated by Step by Step, which is currently paying a private company to regularly pump its existing failing septic tank and truck the materials to City sewers.

Until the PSE gas main can be moved and a City standard sewer connection completed, City staff are proposing to allow a temporary private sewer force main to be installed on the Van Lierop Park property using a temporary construction easement. The easement will be 10 feet wide, approximately 700 square feet in total, and run parallel with the 33rd St SE right-of-way (see attached exhibit).

This easement would not affect any function of Van Lierop Park. The easement would be temporary and sunset within 12 months or when the permanent sewer connection for Step by Step is completed, whichever is earlier. In addition, an assignment of funds in the amount of 120% of the standard sewer connection work will be required to ensure the permanent connection will be made as soon as possible once the PSE gas line conflict is resolved.

If approved, the tap into the sewer main that would be installed to allow the temporary private force main will extend to the Van Lierop Park property line at 33rd St. SE. This sewer lateral would be permanent and would avoid the need to re-trench into 33rd St. SE for the future sewer connection for Van Lierop Park.

Council Direction:

Fiscal Impacts:

ATTACHMENTS

- [Easement](#)
- [Aerial of vicinity temporary easement](#)

THIS DOCUMENT IS NOT TO BE RECORDED

**City of Puyallup
333 S Meridian, 4th Fl.
Puyallup, WA 98371
Attn: City Clerk**

TEMPORARY CONSTRUCTION AND UTILITY EASEMENT

Grantor(s): City of Puyallup
Grantee: Step by Step Family Support Center
Abbreviated Legal: Lot 1, City of Puyallup BLA Rev. No. P-15-0101, Rec. No. 201512245001
Tax Parcel No.: 0420253069
Project Name: Step by Step Offsite Sanitary Sewer

THIS INSTRUMENT is made this ____ day of _____, 20____, by and between City of Puyallup, a Municipal Corporation, hereinafter called the "Grantor" and the Step by Step Family Support Center, hereinafter called the "Grantee",

WITNESSETH:

1) Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, grant unto the Grantee a temporary construction and utility easement (the "Easement") for access over, through, across and upon the following described real estate (the "Easement Area") situated in the County of Pierce, State of Washington, for the placement of personnel and equipment for construction of temporary sewer improvements with necessary appurtenances, including placement of utilities.

As depicted in Exhibit A attached hereto and by this reference made a part hereof.

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said improvements, or making any connections therewith, including utility connections. In the event Grantee's utility connection work requires access to property in addition to the Easement Area, Grantee shall have the right to enter into such additional property upon reasonable notice to and acceptance by Grantor, such acceptance not unreasonably withheld, and such entry shall be governed by the terms of this easement.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All temporary utility improvements shall be constructed entirely within the easement. In the event the Easement Area is disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, the Easement Area shall be restored or replaced in as good a condition as it was immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the private improvements described in this Easement.

5) Term of Easement. The term of this Easement is twelve months (12) months (the "Term"). The Term shall commence upon initiation of Grantee's construction within the easement area, but no sooner than November 1, 2021 and shall remain in force until **no later than November 1, 2022**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Payment for Easement. Grantee shall pay Grantor Ten and 00/100ths Dollars (\$10.00) and other good and valuable public benefits as consideration for this Easement. In addition, the temporary sewer installation will include a "T" in the sewer lateral extending from the sewer main in 33rd St. SE to the easement area. This "T" may be utilized for a future sewer connection to the Van Lierop Park property.

7) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

8) Notification. Should the undersigned owner (Grantor), sell the property described herein, Grantor shall promptly disclose and notify the buyer of this agreement.

Dated this _____ day of _____, 20 ____.

GRANTOR:

By: _____
Printed Name: Steve Kinkelie
Title: City Manager
Date: _____

Approved as to Form
Printed Name: Joseph N. Beck
Title: City Attorney
Date: _____

GRANTEE:

By: Step by Step Family Support Center

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)
)
COUNTY OF _____) -ss

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and on _____ said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

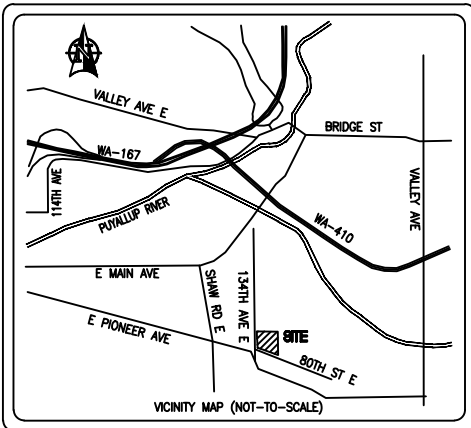
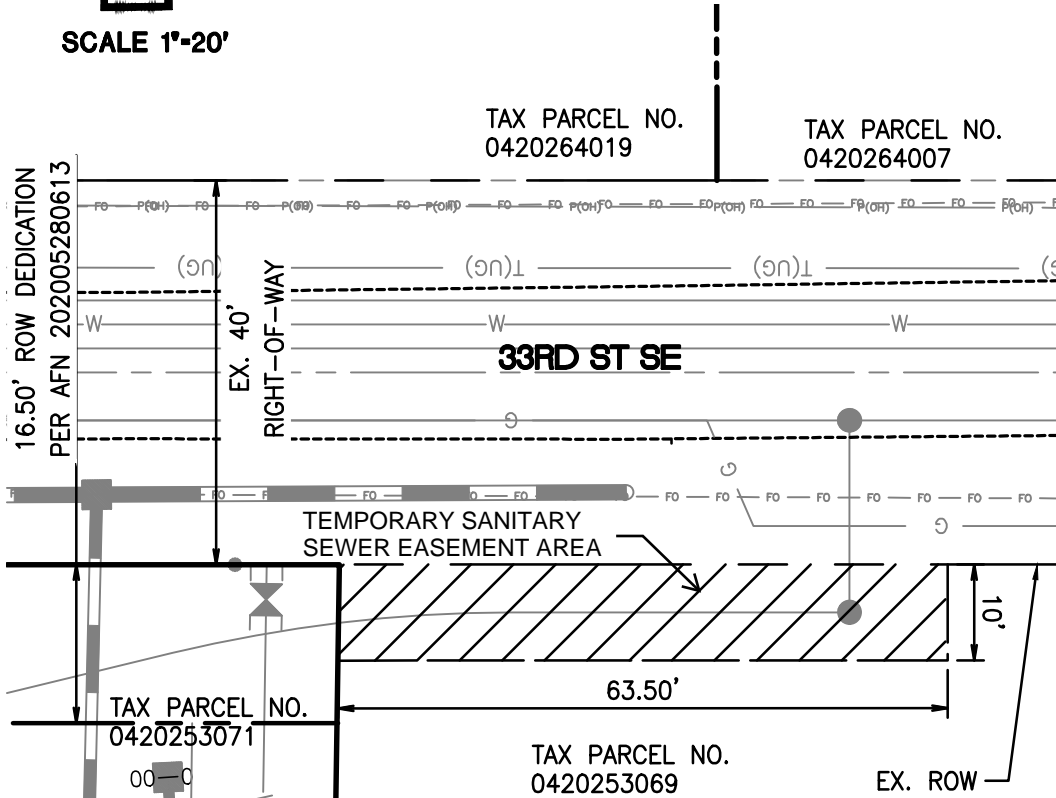
Printed Name: _____
Notary Public, State of _____
My appointment expires: _____

Exhibit A

TEMPORARY SEWER EASEMENT EXHIBIT



SCALE 1"=20'



SCALE:
HORIZONTAL 1"=20' VERTICAL N/A



**Barghausen
Consulting Engineers, Inc.**
18215 72nd Avenue South
Kent, W 98032
425.251.6222 barghausen.com

For:
STEP BY STEP

Title:
**TEMPORARY SEWER
EASEMENT EXHIBIT**

JOB NUMBER
17376

17376L.001.DOC

SHEET

1 of 1

DRAWN JRM CHECKED ZTW APPROVED ZTW DATE 10/27/2021

P:\17000s\17376\exhibit\17376-Sewer Easement Exhibit.dwg 10/27/2021 5:39 PM RMCNEIL





City Council Agenda Item Report

Submitted by: Nichole McNiven

Submitting Department: Police Department

Meeting Date: 11/09/2021

Subject:

Authorize the City Manager to execute a master service and purchasing agreement with Axon Enterprise, Inc. for body-worn and in-vehicle cameras for the Puyallup Police Department along with associated products and services

Presenter:

Scott Engle, Chief of Police

Recommendation:

Authorize the City Manager to execute a contract, in a form as approved by the City Attorney, with Axon Enterprise, Inc. in the amount of \$291,294.99 per year for five years to provide body-worn cameras, in-vehicle cameras and Taser devices for the Puyallup Police Department.

Background:

The Puyallup Police Department (PPD) has negotiated with Axon Enterprise, Inc. to provide all hardware and software needed for body-worn cameras and in-vehicle cameras for its officers and fleet.

Along with associated products, services and training, this agreement includes cloud storage of collected video for evidence and public records purposes. Axon will supply all necessary programming and redaction capabilities so PPD records staff can process and redact requested video records as needed in accordance with Washington State Law.

Under the terms of the agreement, the City will pay \$294,294.99 per year for five years. The total cost of the agreement, including tax, is \$1,456,474.94. Per City Council direction at the recent budget study sessions, this cost will be paid for using federal ARPA funds.

Council Direction:

Fiscal Impacts:

ATTACHMENTS

- [Agreement](#)



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 Definitions.

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance reflecting coverage for Axon and its employees or agents performing any work under this Agreement or any of its appendices.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's sole negligence or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be



Master Services and Purchasing Agreement between Axon and Agency

confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Puyallup Police Dept.
Attn:
Street Address: 311 W Pioneer
City, State, Zip: Puyallup, WA 98371
Email:

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:
Axon Enterprise, Inc.

AGENCY:
Puyallup Police Dept.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 Definitions.

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

- 4 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021

Page 6 of 23



Master Services and Purchasing Agreement

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



Master Services and Purchasing Agreement

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Agency need Register cameras to Agency domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
Dock configuration <ul style="list-style-type: none"> Work with Agency to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Agency On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



Master Services and Purchasing Agreement

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon View on smartphones (if applicable)• Configure categories & custom roles based on Agency need• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock• Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency• Does not include physical mounting of docks
Axon instructor training (Train the Trainer) <p>Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
Best practice implementation planning session to include: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions <p>On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.• For the CEW Full Service Package: Training for up to 3 individuals at Agency• For the CEW Starter Package: Training for up to 1 individual at Agency



Master Services and Purchasing Agreement

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it



Master Services and Purchasing Agreement

- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.



Master Services and Purchasing Agreement

Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Master Services and Purchasing Agreement

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



Master Services and Purchasing Agreement

- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021

Page 18 of 23



Master Services and Purchasing Agreement

remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.

Axon Channel Services Appendix

- 1 **Definitions.**

“Axon Digital Evidence Management System” means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

“Active Channel” means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

“Inactive Channel” means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (“**Channel Services SOW**”). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.
- 7 **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency’s network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021

Page 22 of 23

- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



City Council Agenda Item Report

Submitted by: Katie Ortega

Submitting Department: Human Resources

Meeting Date: 11/09/2021

Subject:

Authorize the City Manager to finalize and execute annual contracts pertaining to healthcare plans for City employees

Presenter:

Katie Ortega, Human Resources Director

Recommendation:

Authorize the City Manager to finalize negotiations and execute contracts for the 2022 calendar year, in a form as approved by the City Attorney, for healthcare services for City employees.

Background:

The contracts listed below expire on December 31, 2021. With Council approval, contract negotiations for the listed services will be finalized following the November 9, 2021 Council meeting. The City's 2022 Recommended Budget includes appropriations sufficient to cover the anticipated costs. These agreements are presented to Council on an annual basis. Per State law, the City may not eliminate stop loss insurance without prior approval from the State Risk Manager and funding to the full actuarial liability.

- Medical and prescription drug third-party administrative services performed by Healthcare Management Administrators, Inc. (HMA) in an amount not to exceed \$225,000, including a contingency; and claims to be paid by HMA consistent with benefit plans reflected in the budget; and
- Brokerage services and benefits plan management performed by USI Insurance Services in an amount not to exceed \$50,000, including a contingency, consistent with benefit plans reflected in the budget; and
- Dental third-party administrative services performed by Washington Dental Service (WDS) in an amount not to exceed \$62,000, including a contingency; and claims to be paid through WDS consistent with benefit plans reflected in the budget; and
- Vision third-party administrative services performed by Vision Service Plan (VSP) in an amount not to exceed \$30,000, including a contingency; and claims to be paid through VSP consistent with benefit plans reflected in the budget; and

- Long Term Disability (LTD), Supplemental Life and Basic Accidental Death and Dismemberment (AD&D) third-party administrative services performed by Lincoln Financial in an amount not to exceed \$88,000, including a contingency; and
- Excess insurance for workers compensation performed by Midwest Employers Casualty Company (MECC) in an amount not to exceed \$85,000, including contingency; and claims to be paid through the City's third party administrator, consistent with workers compensation information reflected in the budget.

Council Direction:

Fiscal Impacts:

ATTACHMENTS



City Council Agenda Item Report

Submitted by: Erin Thompson

Submitting Department: Finance

Meeting Date: 11/09/2021

Subject:

Public hearing and first reading of an ordinance determining and fixing the amount of funds to be raised by regular property taxes for 2022

Presenter:

Barbara Lopez, Finance Director

Recommendation:

First, hold a public hearing on revenue sources, including property taxes. Second, conduct first reading of an ordinance determining and fixing the amount of funds to be raised by regular property taxes for 2022. Third, pursuant to state law, pass a resolution that sets forth property tax revenue for 2022 in terms of dollars and percentage.

Background:

The City Council is required to annually determine and fix, by ordinance, the amount of funds to be raised through property taxes by November 30 of each year. Before passing the ordinance, the City must hold a public hearing on revenue sources for the following year's expense budget, and such hearing must include consideration of possible increase in property tax revenues.

In addition, state law requires that the City adopt a separate resolution that sets forth property tax revenues in terms of dollars and percentage.

The proposed property tax levy ordinance levies property taxes for the City's general fund. The estimated levy amount is \$9,535,345 which equals the amount of the City's levy last year plus the addition of new construction and the Freeman Road annexation, any increase in the value of state-assessed property, and the refund levy.

The County's preliminary estimates show the maximum amount the City can lawfully levy is \$12,965,748. The proposed property tax levy ordinance sets the general expenditure amount well below the maximum level.

Council Direction:

Fiscal Impacts:

ATTACHMENTS

- [2022 Property Tax Levy Ordinance](#)
- [2022 Property Tax Levy Resolution](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PUYALLUP, WASHINGTON
determining and fixing the amount of funds to be raised by regular property
taxes for the year 2022 for general city expenditures.

Whereas, pursuant to RCW 35A.33.010, the City Council is required to
determine and fix by ordinance the amount to be raised by ad valorem taxes; and

Whereas, the City Council and the City Manager of the City of Puyallup
considered the City's total anticipated financial requirements for the ensuing fiscal year;
and

Whereas, pursuant to RCW 35A.33.135, the City of Puyallup held a public
hearing on revenue sources for the City's following year's current expense budget, and
such hearing included consideration of possible increases in property tax revenues;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PUYALLUP
HEREBY ORDAINS AS FOLLOWS:**

Section 1. 2022 Property Tax Levy Amounts. The following amounts are determined
and fixed as the amounts of funds to be raised by regular property taxes for the fiscal year
2022 for general City expenditures:

The regular property tax levy in 2021 for the fiscal year 2022 in the City of
Puyallup shall be equal to the 2020 property tax levy for fiscal year 2021, or
\$9,375,923 plus an additional dollar amount resulting from the addition of new
construction, increases in assessed value due to construction of electric generation wind
turbine facilities classified as personal property, improvements to property and any
increase in the value of state-assessed property, any annexations that have occurred and
refunds made. Current estimates including those adjustments indicate a total regular
property tax levy amount of \$9,535,345;

Section 2. Direction to City Clerk. Upon adoption, the City Clerk shall certify and
forward a copy of this ordinance to the Pierce County Council and County Assessor for
Pierce County, Washington.

Section 3. Severability - Construction. If a section, subsection, paragraph, sentence,
clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason
by any court of competent jurisdiction; such decision shall not affect the validity of the
remaining portions of this ordinance unless the purpose of this ordinance is substantially
destroyed. If the provisions of this ordinance are found to be inconsistent with other
provisions of the Puyallup Municipal Code, this ordinance is deemed to control.

Section 4. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Effective date. This ordinance shall take effect in full force five (5) days after is passage, approval and publication according to law.

PASSED at an open public meeting by the City Council of the City of Puyallup on the ____ day of _____, 2020.

Julie L.B. Door
Mayor

Approved as to form:

Attest:

Joseph N. Beck
City Attorney

Brenda Fritsvold
City Clerk

Published: _____
Effective Date: _____

RESOLUTION NO. _____

A RESOLUTION of the City of Puyallup, Washington,
authorizing the increase of property tax revenue for 2022
in terms of dollars and percentage pursuant to RCW 84.55.120.

WHEREAS, the City Council of the City of Puyallup has met and considered its
budget for the calendar year of 2022; and

WHEREAS, the City's actual levy amount from the previous year was
\$9,375,923; and

WHEREAS, the population of the City is more than 10,000;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF PUYALLUP AS FOLLOWS:**

Section 1. Authorization. An increase in the regular property tax levy is hereby
authorized for the levy to be collected in the **2022** tax year. The dollar amount of the
increase of the actual levy amount from the previous year shall be **\$0**, which is a
percentage increase of **0%** from the previous year. This increase is exclusive of
additional revenue resulting from the addition of new construction, increases in assessed
value due to construction of electric generation wind turbine facilities classified as
personal property, improvements to property and any increase in the value of state-
assessed property, any annexations that have occurred and refunds made.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause, or
phrase of this resolution is declared unconstitutional or invalid for any reason, such
decision shall not affect the validity of the remaining portions of this resolution unless
such invalidity destroys the purpose and intent of this resolution.

Section 3. Corrections. The City Clerk and the codifiers of this ordinance are authorized
to make necessary corrections to this ordinance including, but not limited to, the
correction of scrivener's/clerical errors, references, ordinance numbering,
section/subsection numbers and any references thereto.

Section 4. Effective Date. This resolution shall take effect and be in force immediately
upon its adoption.

ADOPTED at an open public meeting by the City Council of the City of
Puyallup, Washington, on the ____ day of _____, 2020.

Julie L.B. Door
Mayor

Approved as to form:

Attest:

Joseph N. Beck
City Attorney

Brenda Fritsvold
City Clerk



City Council Agenda Item Report

Submitted by: Erin Thompson

Submitting Department: Finance

Meeting Date: 11/09/2021

Subject:

Public hearing and first reading of an ordinance on the proposed 2022 Mid-Biennium Adjustment to the 2021-2022 Biennial Budget

Presenter:

Barbara Lopez, Finance Director

Recommendation:

First conduct a public hearing on the proposed 2022 Mid-Biennium Adjustment, and then conduct the first reading of an ordinance to approve the adjustment.

Background:

Council received the 2022 Preliminary Mid-Biennium Adjustment and held budget study sessions on October 12th and 13th. Based on Council direction, changes for the final adjustment include, from Tier 3 funds:

- \$1,000,000 for new Finance/Human Resources/Utility Billing software;
- \$2,608,000 for Safe Routes to School sidewalk projects;
- \$100,000 for a Climate and Sustainability Action Plan;
- \$100,000 for East Main landscaping; and
- \$50,000 to support Afghan refugees in collaboration with Pierce County.

General Fund expenditures increased by \$25,000 for wrap art on four additional signal boxes. \$1,300,000 of American Rescue Plan Act monies were designated for Police body-worn and in-car cameras.

A summary of the 2022 Mid-Biennium Adjustment is presented in Exhibits A and B.

Council Direction:

Fiscal Impacts:

ATTACHMENTS

- [Ordinance](#)
- [Exhibit A](#)
- [Exhibit B](#)

ORDINANCE NO. _____

AN ORDINANCE of the City of Puyallup, Washington, relating to the mid-biennial review and modification of the 2021-2022 biennial budget as required by RCW 35A.34.130; and adopting certain modifications to the 2022 budget.

Whereas, the City Council adopted Ordinance No. 3220 on November 17, 2020, adopting the 2021-2022 biennial budget; and

Whereas, a mid-biennial review and modification process is required by RCW 35A.34.130; and

Whereas, prior to adoption of the mid-biennial adjustments, the City Council held a public hearing, preliminary budget hearings, and a final budget hearing as required by law; and

Whereas, the City Council finds that the proposed mid-biennial adjustments set forth herein are in the best interests of the City;

NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF PUYALLUP ORDAINS AS FOLLOWS:

Section 1. The final 2022 mid-biennium adjustment of the city of Puyallup, which is identified as the City of Puyallup, Washington, 2022 Mid-Biennium Adjustment, is adopted and incorporated herein by reference.

Section 2. A summary of the final budget total of estimated revenues and appropriation for each separate fund and the aggregate totals for all such funds combined is set forth in Appendix A of this ordinance, with detailed changes from the 2022 Adopted Budget as listed in appendix B of this ordinance.

Section 3. The budget includes a 3% COLA as applied to the 2022 salary schedules for non-represented employees. All employees who are members of a bargaining unit shall receive such pay and benefits as provided in the applicable collective bargaining agreement.

Section 4. The 2022-2027 Capital Facilities Plan for the City of Puyallup is hereby adopted and incorporated as part of the City's 2022 Mid-Biennium Adjustment.

Section 5. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance unless the whole purpose and intent of this ordinance is destroyed. If the provisions of this ordinance are found to be inconsistent with the other provisions of the Puyallup Municipal Code, this ordinance is deemed to control.

Section 6. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. The City Clerk shall transmit a complete copy of the final budget as adopted to the State Auditor, and to the Association of Washington Cities.

Section 8. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication according to law.

PASSED at an open public meeting by the City Council for the City of Puyallup on the _____ day of _____, 2021.

Julie L.B. Door
Mayor

Approved as to form:

Attest:

Joseph N. Beck
City Attorney

Brenda Fritsvold
City Clerk

Published: _____

Effective: _____

Fund Name	Projected Beginning Balance	Revenues	Expenditures	Ending Balance	Change in Balance
General Funds					
General Fund	12,657,767	51,758,854	56,608,152	7,808,470	(4,849,298)
Budget Stability Reserves	95,434	5,103,240	3,858,000	1,340,674	1,245,240
Donations To Puyallup	27,996	9,120	35,000	2,116	(25,880)
LEOFF I Retiree Benefits Fund	1,309,701	654,330	557,640	1,406,391	96,690
Radio Replacement Fund	424,763	105,100	63,000	466,863	42,100
Firemen's Pension Fund	1,058,679	146,650	172,000	1,033,329	(25,350)
Special Revenue Funds					
Seizure And Forfeiture Fund	53,446	50,550	63,460	40,536	(12,910)
Motel Tax Fund	948,350	1,418,140	579,900	1,786,590	838,240
Trial Court Improvement Fund	9,029	22,120	20,000	11,149	2,120
Lift Grant Fund	1,120,177	1,011,000	1,000,000	1,131,177	11,000
First 1/4% REET	719,621	1,005,500	1,100,000	625,121	(94,500)
Second 1/4% REET	724,666	1,005,500	1,100,000	630,166	(94,500)
DUI Cost Recovery	225,000	68,400	52,800	240,600	15,600
Affordable Housing Sales Tax	382,354			382,354	
American Rescue Plan Act		5,912,500	1,300,000	4,612,500	4,612,500
Debt Service Funds					
Non Voted Debt Service	505,661	3,588,780	3,588,790	505,651	(10)
Capital Projects Funds					
Street Fund	602,400	11,589,220	11,142,770	1,048,850	446,450
Capital Improvement Fund	1,474,369	963,600	493,290	1,944,679	470,310
Facility Capital Projects	1,604,349	9,170	-	1,613,519	9,170
Enterprise Funds					
Sanitation	480,977	454,780	226,520	709,237	228,260
Water Fund	2,601,667	9,566,170	9,472,870	2,694,967	93,300
Sewer Fund	3,743,363	16,900,050	16,218,480	4,424,933	681,570
Stormwater Fund	631,014	7,123,360	6,532,610	1,221,764	590,750
Pavilion Fund	103,321	289,250	354,580	37,991	(65,330)
Internal Service Funds					
Equipment Rental	903,017	2,390,790	2,575,120	718,687	(184,330)
Insurance Fund	735,756	2,402,500	2,411,298	726,958	(8,798)
Info Tech And Communications	813,435	4,548,140	4,943,510	418,065	(395,370)
Healthcare Insurance Fund	3,042,631	8,354,550	8,533,120	2,864,061	(178,570)
Facility Maintenance Fund	25,047	2,468,710	2,414,300	79,457	54,410
Total All Funds	37,023,990	138,920,074	135,417,210	40,526,855	3,502,865
Total Budget:		138,920,074	135,417,210		
Less Transfers		(27,347,280)	(27,347,280)		
Less Internal Service Charges		(9,827,610)	(9,827,610)		
Net Budget		101,745,184	98,242,320		

*The Net Budget removes all double counting from Internal Services and Transfers, reflecting the true revenues and expenditures.

Fund Name	Projected Beginning Balance	Revenues	Expenditures	Ending Balance	Change in Balance
General Funds					
General Fund	12,657,767	51,758,854	51,483,152	12,933,470	275,703
Transfer Out to Stability Reserves for Tier 3			5,100,000	(5,100,000)	(5,100,000)
Wrap Art for Four More Signal Boxes			25,000	(25,000)	(25,000)
Subtotal General Fund	12,657,767	51,758,854	56,608,152	7,808,470	(4,849,298)
Budget Stability Reserves	95,434	3,240	-	98,674	3,240
Transfer In from General Fund for Tier 3		5,100,000		5,100,000	5,100,000
Transfer Out to Safe Routes to School 7th Ave SE			1,600,000	(1,600,000)	(1,600,000)
Transfer Out to Safe Routes to School Wildwood Park Dr			1,008,000	(1,008,000)	(1,008,000)
Transfer Out to IT Fund for New Finance/HR/UB Software			1,000,000	(1,000,000)	(1,000,000)
Climate & Sustainability Action Plan			100,000	(100,000)	(100,000)
East Main Landscaping			100,000	(100,000)	(100,000)
Pierce County Afghan Refugee Support			50,000	(50,000)	(50,000)
Subtotal Budget Stability Reserves	95,434	5,103,240	3,858,000	1,340,674	1,245,240
Donations To Puyallup	27,996	9,120	35,000	2,116	(25,880)
LEOFF I Retiree Benefits Fund	1,309,701	654,330	557,640	1,406,391	96,690
Radio Replacement Fund	424,763	105,100	63,000	466,863	42,100
Firemen's Pension Fund	1,058,679	146,650	172,000	1,033,329	(25,350)
Total General Funds	15,574,340	57,777,294	61,293,792	12,057,843	(3,516,498)
Special Revenue Funds					
Seizure And Forfeiture Fund	53,446	50,550	63,460	40,536	(12,910)
Motel Tax Fund	948,350	1,418,140	579,900	1,786,590	838,240
Trial Court Improvement Fund	9,029	22,120	20,000	11,149	2,120
Lift Grant Fund	1,120,177	1,011,000	1,000,000	1,131,177	11,000
First 1/4% REET	719,621	1,005,500	1,100,000	625,121	(94,500)
Second 1/4% REET	724,666	1,005,500	1,100,000	630,166	(94,500)
DUI Cost Recovery	225,000	68,400	52,800	240,600	15,600
Affordable Housing Sales Tax	382,354			382,354	-
American Rescue Plan Act					
ARPA Revenue		5,912,500		5,912,500	5,912,500
Police Body-worn & In-car Cameras			1,300,000	(1,300,000)	(1,300,000)
Subtotal American Rescue Plan Act	-	5,912,500	1,300,000	4,612,500	4,612,500
Total Special Revenue Funds	4,182,643	10,493,710	5,216,160	9,460,193	5,277,550
Debt Service Funds					
Non Voted Debt Service	505,661	3,588,780	3,588,790	505,651	(10)
Total Debt Service Funds	505,661	3,588,780	3,588,790	505,651	(10)
Capital Projects Funds					
Street Fund	602,400	8,981,220	8,534,770	1,048,850	446,450
Safe Routes to School 7th Ave SE		1,600,000	1,600,000	-	-
Safe Routes to School Wildwood Park Drive		1,008,000	1,008,000	-	-
Subtotal Street Fund	602,400	11,589,220	11,142,770	1,048,850	446,450
Capital Improvement Fund	1,474,369	963,600	493,290	1,944,679	470,310
Facility Capital Projects	1,604,349	9,170	-	1,613,519	9,170
Total Capital Projects Funds	3,681,118	12,561,990	11,636,060	4,607,048	925,930
Enterprise Funds					
Sanitation	480,977	454,780	226,520	709,237	228,260
Water Fund	2,601,667	9,566,170	9,472,870	2,694,967	93,300
Sewer Fund	3,743,363	16,900,050	16,218,480	4,424,933	681,570
Stormwater Fund	631,014	7,123,360	6,532,610	1,221,764	590,750
Pavilion Fund	103,321	289,250	354,580	37,991	(65,330)
Total Enterprise Funds	7,560,342	34,333,610	32,805,060	9,088,892	1,528,550
Internal Service Funds					
Equipment Rental	903,017	2,390,790	2,575,120	718,687	(184,330)
Insurance Fund	735,756	2,402,500	2,411,298	726,958	(8,798)
Info Tech And Communications	813,435	3,548,140	3,943,510	418,065	(395,370)
New Finance/HR/UB Software		1,000,000	1,000,000	-	-
Subtotal Info Tech & Communications Fund	813,435	4,548,140	4,943,510	418,065	(395,370)
Healthcare Insurance Fund	3,042,631	8,354,550	8,533,120	2,864,061	(178,570)
Facility Maintenance Fund	25,047	2,468,710	2,414,300	79,457	54,410
Total Internal Service Funds	5,519,886	20,164,690	20,877,348	4,807,228	(712,658)
Total All Funds	37,023,990	138,920,074	135,417,210	40,526,855	3,502,865
Total Budget:		138,920,074	135,417,210		
Less Transfers		(27,347,280)	(27,347,280)		
Less Internal Service Charges		(9,827,610)	(9,827,610)		
Net Budget		101,745,184	98,242,320		

*The Net Budget removes all double counting from Internal Services and Transfers, reflecting the true revenues and expenditures.



City Council Agenda Item Report

Submitted by: Brenda Fritsvold

Submitting Department: Engineering

Meeting Date: 11/09/2021

Subject:

Water, sewer and stormwater utility rates and system development charges study presentation

Presenter:

Hans Hunger, City Engineer

Recommendation:

No action; presentation only.

Background:

In July of 2020, the City advertised for consulting services to aid in conducting a study of Puyallup's water, sewer and stormwater rates and system development charges. The selected consultant, HDR Consulting, presented initial findings to Council on April 27, 2021.

The purpose of this study is to determine how to pay for the continued operation and maintenance of these critical public utility systems. Assessing infrastructure needs allows the City to estimate the revenue that will be needed for repairs and other future projects, and evaluate fee options over the next six years. The scope of this study includes three primary elements: 1) a revenue requirement analysis, 2) a cost of service analysis, and 3) a rate design analysis. HDR and the City have also evaluated options involving the possible adjusting of future development fees for the water, sewer, and stormwater systems in case these are needed.

Council Direction:

Fiscal Impacts:

ATTACHMENTS



City Council Agenda Item Report

Submitted by: Jeff Wilson

Submitting Department: Development Services

Meeting Date: 11/09/2021

Subject:

Report on the implementation of the CityView online permitting system

Presenter:

Jeff Wilson, Director of Development & Permitting Services

Recommendation:

No action; information only regarding the implementation schedule and "go live" date for the CityView online permitting system.

Background:

The City is nearing the final stage of implementing a new online permitting system, CityView, which will allow Development & Permitting Services (DPS) staff to issue permits, manage code enforcement, and review planning documents electronically. This system will streamline the City's permitting processes while also providing quality customer service.

Upon launch, customers can take advantage of the software's features, which will increase transparency and reduce permit turnaround times. Customers will have the added convenience of being able to pay for permits through the portal.

City staff will launch the new software on Monday, December 13th. The new portal will be available to the public at 8:30 am that day. Before the new system is launched, a planned service interruption will be needed from December 8 through 10 to allow staff to integrate the new software into current systems. DPS will not accept any new permit applications on those dates with the exception of any needed for emergency repairs.

During the first half of 2022, staff will add a customer service survey to CityView. The survey will seek customer feedback at multiple points in the permitting process to measure our customer service and processing times to help us continue to improve.

Council Direction:

Fiscal Impacts:

ATTACHMENTS