



**CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 6, 2024  
HELD REMOTELY & IN PERSON AT CITY HALL  
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in
- Submit Written Public Comment Before 4 pm on (February 6, 2024) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/81566610981?pwd=b3nEBdUiWYIP1NcFlzmOMvIv5Mc31o.1>

Meeting ID: 815 6661 0981

Passcode: 797616

One tap mobile

+12532158782,,81566610981#,,,,\*797616# US (Tacoma)

+12532050468,,81566610981#,,,,\*797616# US

Find your local number: <https://us06web.zoom.us/j/81566610981?pwd=b3nEBdUiWYIP1NcFlzmOMvIv5Mc31o.1>

**WRITTEN PUBLIC COMMENTS**

If you wish to provide written public comments for the council meeting, please email your comments to [sweathers@medical-lake.org](mailto:sweathers@medical-lake.org) by 4:00 p.m. the day of the council meeting and include all the following information with your comments:

1. The Meeting Date
2. Your First and Last Name
3. If you are a Medical Lake resident
4. The Agenda Item(s) which you are speaking about

\*Note – If providing written comments, the comments received will be acknowledged during the public meeting, but not read. All written comments received by 4:00 p.m. will be provided to the mayor and city council members in advance of the meeting.

**Questions or Need Assistance? Please contact City Hall at 509-565-5000**

**REGULAR SESSION – 6:30 PM**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
  - A. Council Comments
  - B. Mayor
  - C. City Administrator & City Staff
    - i. 2023 Q4 Code Enforcement Report
    - ii. 2023 Q4 Budget Update
- 6. WORKSHOP DISCUSSION**
  - A. SCRAPS Agreement Review
  - B. Cintas Cooperative Acceptance Agreement (24-654)
  - C. Historic Preservation Services Agreement with Spokane County (24-655)
  - D. Lefevre Street Restriping Design Review
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **January 16, 2024**, minutes.
    - ii. Approve **February 6, 2024**, Claim Warrants for the **2023 13<sup>th</sup> Month** numbered **50944** through **50951** in the amount of **\$6,909.74** and Claim Warrants numbered **50952** through **50988** in the amount of **\$149,669.94**.
- 8. RESOLUTIONS**
  - A. 24-653 Void Certain Outstanding Warrants
  - B. 24-657 Agent Designation for Backup Power for Critical Infrastructure Resilience
  - C. 24-658 Agent Designation for GIS Mapping of Water, Wastewater, and Stormwater Infrastructure
  - D. 24-659 8X8 Phone Service Agreement
- 9. PUBLIC HEARING – None scheduled.**
- 10. ORDINANCES**
  - A. Second Read 1113 Vacant Commercial Properties
  - B. First Read 1119 Special Events
- 11. EXECUTIVE SESSION – None scheduled.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

**CITY OF MEDICAL LAKE  
City Council Regular Meeting**

6:30 PM  
January 16, 2024

**MINUTES**

Council Chambers  
124 S. Lefevre Street

**NOTE: This is not a verbatim transcript.** Minutes contain only a summary of the discussion. A recording of the meeting is on file and available from City Hall.

***(Please note that the recording for this specific meeting had unintelligible audio due to technical difficulties.)***

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Keli Shaffer  
Don Kennedy  
Ted Olson  
Lance Speirs  
Bob Maxwell

**Administration/Staff**

Koss Ronholt, Finance Director  
Scott Duncan, Public Works Director  
Steve Cooper, WWTP Director  
Sean King, City Attorney

**REGULAR SESSION – 6:30 PM**

**1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

- A. Mayor Pro Tem Kennedy called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. Councilmember Harbolt requested to be excused, all other members were present.
  - i. Motion to approve councilmember Harbolt’s absence made by councilmember Pritchard, seconded by councilmember Olson, carried 6-0.

**2. AGENDA APPROVAL**

- A. Motion to approve agenda made by councilmember Shaffer, seconded by councilmember Speirs, carried 6-0.

**3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**

- A. Motion to acknowledge receipt of citizen comments from Mike Bowman made by councilmember Olson, seconded by councilmember Maxwell, carried 6-0. See attached.
- B. Motion to acknowledge receipt of citizen comments from Tammy Roberson made by councilmember Speirs, seconded by councilmember Shaffer, carried 6-0. See attached.
- C. Tammy Roberson, resident of Medical Lake – shared information regarding World Wetlands Day on February 2, 2024, and her comments submitted to council members. See attached.

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**

- A. Medical Lake School District Levy Facts
  - i. Superintendent Headrick gave a presentation on the upcoming school district levy.

## 5. REPORTS

### A. Public Safety

- i. Lt. Gladden with SCSO – encouraged safety while driving in snowy conditions and when traversing the ice on the lake.
- ii. Councilmember Olson mentioned the SCOPE is an asset to the city, assisting when traffic control or other volunteer services are required. The city crew is ready to plow the streets. Commented on citizen comments that were submitted by Mike Bowman.

### B. Council Comments

- i. Councilmember Maxwell - shared that work is being done to open the Medical Lake trail.
- ii. Councilmember Speirs – no comment.
- iii. Councilmember Shaffer – Finance Committee met and reviewed claims.
- iv. Councilmember Pritchard – shared that Re\*Imagine Medical Lake is coordinating volunteer efforts for a community clean-up in the spring.

### C. Mayor – not present.

### D. City Administrator & City Staff

- i. Koss Ronholt, Finance Director – requested that all council members respond to the SAO Exit Conference e-mail, noting if they will attend or not. This will help determine if the meeting will constitute a quorum.

## 6. WORKSHOPS – none.

## 7. ACTION ITEMS

### A. Consent Agenda

- i. Approve **January 2, 2024**, minutes.
  1. Correction needed in Section 7B(ix). STA Board appointment should read councilmember Speirs, not Shaffer.
    - a. Motion to accept correction made by councilmember Shaffer, seconded by councilmember Speirs, carried 6-0.
  2. Correction to the attachment, Council Policies and Procedures, to reflect the corrections voted on in previous meeting.
    - a. Motion to replace with correct attachment made by councilmember Olson, seconded by councilmember Speirs, carried 6-0.
  3. Motion to approve minutes as amended made by councilmember Olson, seconded by councilmember Speirs, carried 6-0.
- ii. Approve **January 16, 2024**, Claim Warrants **for the 2023 13<sup>th</sup> Month** numbered **50893** through **50918** in the amount of **\$147,822.31**, Payroll Claim Warrants numbered **50885** through **50892** and Payroll Payable Warrants numbered **30072** through **30081** in the amount of **\$144,286.95**, and Claim Warrants numbered **50919** through **50943** in the amount of **\$349,416.03**.
  1. Motion to approve made by councilmember Shaffer, seconded by councilmember Maxwell, carried 6-0.

## 8. RESOLUTIONS

### A. 24-647 Agreement for Indigent Defense Professional Services

- i. Motion to approve made by councilmember Olson, seconded by councilmember Speirs, carried 6-0.

### B. 24-651 TIB 2024 Scrub and Chip Seal Fuel Tax Agreement

- i. Motion to approve made by councilmember Pritchard, seconded by councilmember Maxwell, carried 6-0.
- C. 24-652 TIB 2024 Street Maintenance
  - i. Motion to approve made by councilmember Shaffer, seconded by councilmember Speirs, carried 6-0.

**9. PUBLIC HEARING** – none

**10. ORDINANCES** – none

**11. EXECUTIVE SESSION** - none

**12. EMERGENCY ORDINANCES** - none

**13. UPCOMING AGENDA ITEMS**

- A. Councilmember Olson requested that the citizen comments regarding speeding issues be addressed in Planning Commission.

**14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**

- A. Tammy Roberson, resident of Medical Lake – continued comments on wetlands and regarding time limits on public comments.

**15. CONCLUSION**

- A. Motion to conclude meeting at 7:19 pm made by councilmember Pritchard, seconded by councilmember Shaffer, carried 6-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

# 2024 World Wetlands Day (WWD) “SHORT” Crash Course 101

## (1<sup>st</sup>) Comments -- City Council Meeting 16 Jan 2024

(As of: 16 Jan 2024)

**EVERY WETLAND MATTERS. EVERY EFFORT COUNTS.**  
**WETLANDS AND PEOPLE. WE NEED EACH OTHER.**



Good evening, City Council Members and City Officials.

Did you know that every year on February 2<sup>nd</sup>, World Wetlands Day (WWD) joins folks around the globe in celebrating the value and beauty of our planet’s wetlands?

It calls nations and each of us to act on behalf of these highly productive natural environments whose existence is interlaced with our own.

The UN Decade on Ecosystem Restoration is a call for the protection and revival of ecosystems around the world. It runs from 2021 to 2030.

### **2024 WWD Theme is “Wetlands and Human Wellbeing.”**

Humans are destroying wetlands – the Earth’s most threatened and most vulnerable ecosystem. Did you know that wetlands are a major, planet-wide habitat that makes life on Earth possible – essential for human life?

I am so praying the City of Medical Lake is gaining some critical knowledge about these precious wetlands which are slowly disappearing here within City limits due to encroachments by development (i.e., reasonable use exceptions, buffer averaging, incomplete/inaccurate wetland ratings/delineation

reports which produces lower wetland ratings and requires less buffer distances or mitigation which by the way is controlled by the City and not Ecology).

As stated previously, Ecology only has regulatory authority over the “waters of the state” – the wetland waters. The City is in control of the buffer which is there supposedly to protect the wetlands.

Did you know the poster for World Wetlands Day 2024 includes an illustration of a hummingbird? These fascinating creatures are found only in the Western Hemisphere and wetlands are critical to their survival. Many are endemic to specific wetlands.

1) **Wetlands play a vital role in retaining water on the landscape, in maintaining local climate (microclimates) and water cycles, and in reducing extreme temperatures.**

(Taken from Ramsar Policy Brief #1: “Wetlands for disaster risk reduction: Effective choices for resilient communities”; Ramsar Briefing Note #10: “Wetland Restoration for Climate Change Resilience”; and [www.worldwetlandsday.org](http://www.worldwetlandsday.org))

- a) Stores water from precipitation and slowly releases it to the surrounding environment, which can also recharge groundwater aquifers and maintain atmospheric water cycles.
- b) Evaporation and the transpiration of water from vegetation have a local cooling effect.
- c) Draining wetlands reduces local water storage and can lead to increases in local daytime temperatures.

2) **Wetlands are a natural defense against wildfires.**

(Taken from “Wetlands – natural defense against wildfires” by Cathy Vaughan, 23 Oct 2023 and “Low-Tech Restoration Improves Forest Resilience” dated 20 Feb 2023 by Forest Service Employees for Environmental Ethics (FSEEE))

- a) “When wetlands are healthy, they are natural sponges and soak up a huge amount of water. A wetland can act as a natural fire break and reduce the intensity of a wildfire.”
- b) Moisture-laden wetlands help prevent fires and can act as natural barriers to the spread of forest fires.
- c) Wet soggy soil does not burn so well.
- d) Besides helping to prevent or slow down the spread of fires, “Wetlands can reduce the severity of flooding and drought, holding excess water during wet periods and slowly releasing it during dry periods. They also store carbon and provide essential habitat for migratory and threatened species.”
- e) “Fighting wildfires is pricy. Protecting our wetlands is priceless.”

**EVERY WETLAND MATTERS. EVERY EFFORT COUNTS.**  
**WETLANDS AND PEOPLE. WE NEED EACH OTHER.**

Thank you. --- Tammy Roberson

# 2024 World Wetlands Day (WWD) "SHORT" Crash Course 101

## (2a) Comments -- City Council Meeting 16 Jan 2024

(As of: 16 Jan 2024)

**EVERY WETLAND MATTERS. EVERY EFFORT COUNTS.**  
**WETLANDS AND PEOPLE. WE NEED EACH OTHER.**



After finishing my comments in regards to the 2024 World Wetlands Day Campaign, I had asked the City Council members the following City Council Policies & Procedures question (taken from 7.3 "Manner of Addressing the Council – Time Limit):

What does the following statement mean actually? -- "Agenda items "Interested Citizens" shall be limited to a total of thirty (30) minutes each unless additional time or less time is agreed upon by the Council." Yes, I know the prior sentence to this statement states, "... shall limit the person's remarks to three (3) minutes."

The Council was confusing somewhat to me when they replied back to this question and I was not given the time to go into further detail.

Thank you for your time.

Tammy M. Roberson, MBA  
SMSgt USAF Retired  
Disabled Veteran (100% service connected)  
Concerned ML Resident/Wetland Owner and Advocate



# 2024 World Wetlands Day (WWD) "SHORT" Crash Course 101

## 2<sup>nd</sup> Comments -- City Council Meeting 16 Jan 2024

(As of: 16 Jan 2024)

**EVERY WETLAND MATTERS. EVERY EFFORT COUNTS.**  
**WETLANDS AND PEOPLE. WE NEED EACH OTHER.**



Good evening everyone (again).

A continuation from where I left off earlier with "Wetlands are a natural defense wildfires."

**NOTE 1:** As everyone knows, on Medical Lake's south east side, there use to be a lot more wetlands before the Silver Hills development came through. In fact, wetland critters (i.e., snakes, frogs, etc.) were initially found inside the elementary school building since it is so very close to the wetland. These poor critters were only trying to go back to their homes (habitat)... If one does not believe this, just talk with some of these teachers, volunteers, staff, etc. I wonder if the parents at that time knew about this? Interesting to ponder on...

**NOTE 2:** As one is already aware of, Medical Lake's south and south east side took a major hit from the Gray Fire.

- 1) **Wetlands are our natural guardians ("super power ecosystems") against climate change.**  
(Taken from Ramsar Briefing Note #10 "Wetland Restoration for Climate Change Resilience"; Ramsar Policy Brief #1 "Wetlands for disaster risk reduction: Effective choices for resilient communities"; Ramsar Convention on Wetlands "Wetlands restoration: unlocking the untapped potential of the Earth's most valuable ecosystem") and [www.worldwetlandday.org](http://www.worldwetlandday.org) (Wetlands and Climate (Infographics)/MS PowerPoint (PP) presentation))

Wetlands are natural water infrastructures, which can help to mitigate the physical impacts of hazards – climate change is increasing (at an unprecedented rate) the frequency of these extreme weather events causing droughts, floods, and storm surges.

- Disasters and the associated fatalities, losses, and damage often result from poor decisions and actions that make hazards more severe and communities more vulnerable to their impacts.
- Studies have shown that it is often more cost-effective to invest in the conservation of these ecosystems than in constructing hard infrastructures to enable resilience.
- The value of wetlands in countering disasters is seldom understood, and they are too rarely considered in disaster risk reduction (DRR) policies.

## 2) **Wetlands provide resilience to natural hazards.**

(Taken from “Wetlands and resilience to natural hazards” and Ramsar Policy Brief 1 “Wetlands for disaster risk reduction: Effective choices for resilient communities”)

- a) Well-managed ecosystems can reduce the impact of many natural hazards, such as fire, flooding, droughts, landslides, and storm surges.
- b) The extent to which an ecosystem can buffer against extreme events depends on the ecosystem’s health and the intensity of the event.
- c) Fire – wetlands can act as a natural barrier to the spread of fires, regulating the frequency and magnitude of the fire events.
- d) Droughts – healthy and well-functioning ecosystems can provide a degree of protection from extreme weather events. Wetlands can store water which provides a buffer against droughts.

## 3) **Wetlands provide a connection to nature that contributes to improved mental health and wellbeing.**

(Taken from [www.worldwetlandsday.org](http://www.worldwetlandsday.org) (Wetlands and Culture (Infographics)/MS PP Presentation))

- a) Wetland landscapes positively impact mental wellbeing research shows.
- b) The connection to nature that wetlands provide promotes mindfulness and a sense of emotional balance, contributing to improved mental health.

## **Campaign’s Overriding Message:**

(Taken from [www.worldwetlandsday.org](http://www.worldwetlandsday.org) (Campaign Toolkit))

- 1) Human wellbeing is irrevocably tied to the state of the world’s wetlands.
- 2) We are dependent on these life-sustaining ecosystems.
- 3) But they must be healthy if they are to continue to provide us with water and food, support biodiversity, provide livelihoods, protect against extreme weather events, and mitigate against climate change.

## **Campaign's Key Takeaway:**

(Taken from Ramsar Convention on Wetlands: "Wetlands restoration: unlocking the untapped potential of the Earth's most valuable ecosystem")

**\*\* Prioritize the protection and restoration of wetlands by removing the stressors and pressures on wetlands is the best practice for preventing further loss and degradation. \*\***

**NOTE 1:** Restoration is NOT a substitute for protecting and ensuring the wise use of wetlands.

**NOTE 2:** The potential to restore a wetland is not a justification or a suitable tradeoff for the continued degradation of wetlands.

**EVERY WETLAND MATTERS. EVERY EFFORT COUNTS.**  
**WETLANDS AND PEOPLE. WE NEED EACH OTHER.**

**"I enter the swamp as a sacred place – a sanctum sanctorum. There is the strength, the marrow, of Nature."** -- Henry David Thoreau

Thank you for your time.

May God's grace and protection be with the City's wetlands.



Tammy M. Roberson, MBA

SMSgt USAF Retired

Disabled Veteran (100% service connected)

Concerned ML Resident/Wetland Owner and Advocate



January 15, 2024

TO: Medical Lake City Council

ATTN: City of Medical Lake Safety Board

REGARDING: Increased Traffic and Speeding Along North Stanley St

To Whom It May Concern,

My name is Mike Bowman and I live at 520 North Stanley Street. I addressed the City Council last February about the increased traffic and speeding along our street. So far nothing has been done to try and prevent this from happening. We now have increased traffic due to construction being done in the Gray Fire areas with large equipment moving up and down Stanley St. The constant speeding is causing a severe safety problem for the people who live in this area as there are a lot of families that walk on the street and numerous kids that make their way to school via Stanley Street.

There are many citizens of Medical Lake that are getting increasingly frustrated with this problem. We are having issues with backing out of our driveways due to the constant speeding, traffic will not stop to let people cross and issues with people passing drivers that are doing the 25 MPH speed limit. This is unacceptable as this is a residential neighborhood and these behaviors are eventually going to result in a severe accident, or somebody is going to get killed.

To get people to slow down I am suggesting installing 4 way stops and crosswalks on these intersections:

North Stanley and Percival St – 4-way stop with crosswalks.

North Stanley and Barker St – 4-way stop with crosswalks.

E Fellows St and E Spence St where they cross N Stanley St – crosswalks.

This will help slow down traffic and give residents and school children a safe place to cross the street on their way to the school.

Thank you in advance for your consideration in this matter.

Regards,

Michael Bowman

# Workplace Solutions Cooperative Acceptance Agreement



Location #: \_\_\_\_\_  
 Contract #: \_\_\_\_\_  
 Customer #: \_\_\_\_\_

Main Corporate Code → 13897 GPO# 211011196 MLA# 211011348

Date: \_\_\_\_\_

Customer/Participating Agency: \_\_\_\_\_ ("Customer") Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

*Space for additional entries provided on page 5*

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").			
Standard Name Emblem	\$	ea	Standard Agency Emblem
Custom Agency Emblem	\$	ea	Embroidery
Uniform Advantage	Item:		\$ ea per week
Premium Uniform Advantage	Item:		\$ ea per week
Emblem Advantage	Item:		\$ ea per week
Prep Advantage	Item:		\$ ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-up Charge	\$	per garment	
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium	\$		per garment
Seasonal Sleeve Change	\$	per garment	
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	\$		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other			

## WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

*Space for additional entries provided on page 5*

Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea

CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>	
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>	
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>	

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

**PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.**

**OMNIA PARTICIPATING PUBLIC AGENCIES TERMS**

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
  - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
  - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
  - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
  - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.  
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
  - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
  - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

**CINTAS GENERAL SERVICE TERMS SECTION**

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.  
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
  - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
- 12. Customer Funding Source.** Customer must select the appropriate response below:  
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?  
 Yes  No  
(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 13. Additional Terms.** Customer must select the appropriate response below:  
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?  
 Yes, additional terms required  No additional terms needed  
(If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:	Customer Signature:
By:	Print Name:
Title:	Print Title:
Accepted-GM:	Email:
Cintas Matrix Account <input type="checkbox"/> Yes <input type="checkbox"/> No	Customer Contact:
Cintas MAM Partners:	Customer Contact Email:

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

# Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? \_\_\_\_\_

Do you have other sites/locations within your company that are set up for billing with Cintas?  YES  NO  UNSURE

Are you Tax Exempt?  YES  NO If Yes, where can I get a copy of your tax-exempt form? \_\_\_\_\_

**PAYER INFORMATION:** This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: \_\_\_\_\_

Account Payable Contact Phone #: \_\_\_\_\_

Account Payable Email: \_\_\_\_\_

Payer Street Address: \_\_\_\_\_

City: \_\_\_\_\_ ST/PROV: \_\_\_\_\_ ZIP/PC: \_\_\_\_\_

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

**BILL-TO INFORMATION:** This section covers where the bill will be mailed/sent to.

Same as Payer OR  Same as Sold-To

Bill-To Street Address: \_\_\_\_\_

City: \_\_\_\_\_ ST/PROV: \_\_\_\_\_ ZIP/PC: \_\_\_\_\_

## WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one):  Leave at Site and Email  Email Only  Physically Mail  Leave at site after service

Do invoices require a purchase order?  YES  NO If yes, please provide PO# \_\_\_\_\_

Will the same PO need to appear on each invoice?  YES  NO Is there an expiration date? \_\_\_\_\_

**PAYMENT TERMS:** Net 30 Standard

## PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_



**UNIFORM PRODUCT RENTAL PRICING (cont.):**

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
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		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
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		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

**WORKPLACE SERVICES PRODUCTS PRICING (cont.):**

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE



HARD-WORKING STYLE & COMFORT

READY™



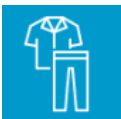
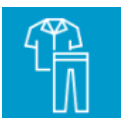
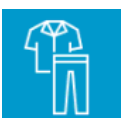


Proposal Date: 02/01/2024

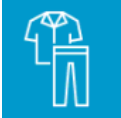

Expiration Date: 03/02/2024





Customer Name <b>Medical Lake Wastewater Plant</b>		Prepared For <b>Medical Lake Wastewater Plant</b>	
Delivery Address <b>207 E Ellen St</b>		Delivery Address 2 :	
City : <b>Medical Lake</b>	State / Province : <b>WA</b>	Zip / Postal Code : <b>99022</b>	Phone : <b>509-299-6860</b>

## Garment Group 1

Garment	Frequency	Inventory	Unit Price	Price
 X392 FRSHRTCRHRTT5.3INHRT	Weekly	11	\$ 0.749	\$ 8.239
 X73478 FRDUNGRE CRHRT INHRT	Weekly	11	\$ 0.806	\$ 8.866
 X387 FRCVRLCRHRTT5.3INHRT	Weekly	2	\$ 1.616	\$ 3.232
 X74634 FR FULL SWING JACKET	Weekly	2	\$ 2.860	\$ 5.720
 X59925 LAB COAT/POPLIN	Weekly	2	\$ 0.260	\$ 0.520
<b>5Employees / Price per employee per week: \$26.59</b>			<b>Weekly Total :</b>	<b>\$ 132.95</b>

## Garment Group 2

Garment	Frequency	Inventory	Unit Price	Price
 X67455 FR 40CAL VENT HOOD	Weekly	2	\$ 17.840	\$ 35.680
 X67456 FR 40CAL BIB OVERALL	Weekly	2	\$ 15.597	\$ 31.194





Garment	Frequency	Inventory	Unit Price	Price
 X86932 11IN CLASS 00 INSUL GLOVE Weekly 2 \$ 1.890 \$ 3.780				
 X75491 ARCGUARD FR KNIT GLOVES Weekly 2 \$ 0.756 \$ 1.512				
 X86938 FR GLV PROTECT 10IN Weekly 2 \$ 0.675 \$ 1.350				
 X60196 COTTON ARC GLOVE BAG Weekly 2 \$ 0.513 \$ 1.026				
<b>1 Employees / Price per employee per week: \$74.56</b>			<b>Weekly Total :</b>	<b>\$ 74.56</b>












## Programs

Charge Description	Unit Price
Uniform Advantage	\$ 0.80
Premium Uniform Advantage	\$ 22.72
Prep Advantage	\$ 7.60
Emblem Advantage	\$ 5.82
<b>Weekly Total :</b>	<b>\$ 36.94</b>

## Facility Services

### Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X7540 GREY MICROFIBER WIPE Weekly 100 \$ 0.293 \$ 29.300 <small>Auto LR: Yes Buy Back: No</small>				
 X10189 3X5 XTRAC MAT ONYX Weekly 4 \$ 7.128 \$ 28.512 <small>Auto LR: No Buy Back: No</small>				
 X2650 WET MOP LARGE Weekly 1 \$ 2.200 \$ 2.200 <small>Auto LR: No Buy Back: No</small>				
 X6923 FIBGLS WET MOP HANDL Weekly 1 \$ 0.000 \$ 0.000 <small>Auto LR: No Buy Back: No</small>				

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X20023 SIG HRDWND WHT LRG	Every 4 Weeks	1	\$ 9.504	\$ 2.376
Auto LR: No Buy Back: No				
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	1	\$ 18.000	\$ 4.500
Auto LR: No Buy Back: No				
 X27072 SIG DUALTP DSP DRK	Weekly	1	\$ 0.000	\$ 0.000
Auto LR: No Buy Back: No				
 X27076 SIG DUALTP CVR BLACK	Weekly	1	\$ 0.000	\$ 0.000
Auto LR: No Buy Back: No				
 X27069 SIG SOAP SVC	Weekly	1	\$ 2.804	\$ 2.804
Auto LR: No Buy Back: No				
 X27070 SIG SOAP RFL FOAM	Weekly	1	\$ 0.000	\$ 0.000
Auto LR: No Buy Back: No				
 X27059 SIG SOAP DSP DRK	Weekly	1	\$ 0.000	\$ 0.000
Auto LR: No Buy Back: No				
 X27063 SIG SOAP CVR BLACK	Weekly	1	\$ 0.000	\$ 0.000
Auto LR: No Buy Back: No				
 X1919 2X3 WELLNESS AF MAT ONYX	Weekly	3	\$ 2.470	\$ 7.410
Auto LR: No Buy Back: No				
 X10202 3X10 XTRAC MAT ONYX	Weekly	1	\$ 8.500	\$ 8.500
Auto LR: No Buy Back: No				
 X7540 Auto L/R	Weekly	4	\$ 3.000	\$ 12.000
Auto LR: Yes Buy Back: No				
<b>Weekly Total :</b>			\$	<b>97.62</b>

### Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

### Uniform Charges

Charge Description	One Time Charges
Name Emblem	\$ 1.95
Company Emblem	\$ 2.95
Custom Emblem 1	\$ 2.95
Preparation Charge	\$ 2.25

## Total

Charge Description	Sale Price
Weekly Delivery Total	\$ 335.09
Monthly Delivery Total	\$ 362.60
Average Weekly Total	\$ 341.97

#

Sales Partner  
 KLAUSERK@CINTAS.COM  
 UR v2

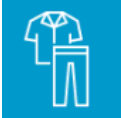

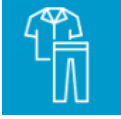
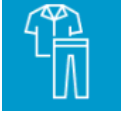
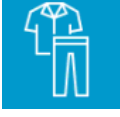


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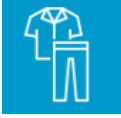
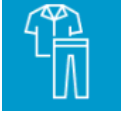
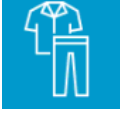
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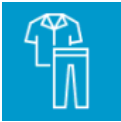
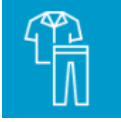
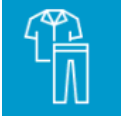
Customer Name <b>Medical Lake Wastewater Plant</b>		Prepared For <b>Medical Lake Wastewater Plant</b>	
Delivery Address <b>207 E Ellen St</b>		Delivery Address 2 :	
City : <b>Medical Lake</b>	State / Province : <b>WA</b>	Zip / Postal Code : <b>99022</b>	Phone : <b>509-299-6860</b>

## Garment Group 1

Garment	Frequency	Inventory	Unit Price	Price
 X392 FRSHRTCRHRTT5.3INHRT	Weekly	11	\$ 0.749	\$ 8.239
 X73478 FRDUNGRE CRHRT INHRT	Weekly	11	\$ 0.806	\$ 8.866
 X387 FRCVRLCRHRTT5.3INHRT	Weekly	2	\$ 1.616	\$ 3.232
 X74634 FR FULL SWING JACKET	Weekly	2	\$ 2.860	\$ 5.720
 X59925 LAB COAT/POPLIN	Weekly	2	\$ 0.260	\$ 0.520

## Garment Group 2

Garment	Frequency	Inventory	Unit Price	Price
 X67455 FR 40CAL VENT HOOD	Weekly	2	\$ 17.840	\$ 35.680
 X67456 FR 40CAL BIB OVERALL	Weekly	2	\$ 15.597	\$ 31.194
 X86932 11IN CLASS 00 INSUL GLOVE	Weekly	2	\$ 1.890	\$ 3.780



Garment	Frequency	Inventory	Unit Price	Price
 X75491 ARCGUARD FR KNIT GLOVES	Weekly	2	\$ 0.756	\$ 1.512
 X86938 FR GLV PROTECT 10IN	Weekly	2	\$ 0.675	\$ 1.350
 X60196 COTTON ARC GLOVE BAG	Weekly	2	\$ 0.513	\$ 1.026

## Programs






Charge Description	Unit Price
Uniform Advantage	\$ 0.08
Premium Uniform Advantage	\$ 0.16
Prep Advantage	\$ 0.05
Emblem Advantage	\$ 0.06

## Facility Services

### Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X7540 GREY MICROFIBER WIPE	Weekly	1	\$ 0.293	\$ 29.300
 X10189 3X5 XTRAC MAT ONYX	Weekly	1	\$ 7.128	\$ 28.520
 X2650 WET MOP LARGE	Weekly	1	\$ 2.200	\$ 2.200
 X6923 FIBGLS WET MOP HANDL	Weekly	1	\$ 0.000	\$ 0.000
 X20023 SIG HRDWND WHT LRG	Every 4 Weeks	1	\$ 9.504	\$ 9.510
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	1	\$ 18.000	\$ 18.000



Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X27072 SIG DUALTP DSP DRK	Weekly	1	\$ 0.000	\$ 0.000
 X27076 SIG DUALTP CVR BLACK	Weekly	1	\$ 0.000	\$ 0.000
 X27069 SIG SOAP SVC	Weekly	1	\$ 2.804	\$ 2.810
 X27070 SIG SOAP RFL FOAM	Weekly	1	\$ 0.000	\$ 0.000
 X27059 SIG SOAP DSP DRK	Weekly	1	\$ 0.000	\$ 0.000
 X27063 SIG SOAP CVR BLACK	Weekly	1	\$ 0.000	\$ 0.000
 X1919 2X3 WELLNESS AF MAT ONYX	Weekly	1	\$ 2.470	\$ 7.410
 X10202 3X10 XTRAC MAT ONYX	Weekly	1	\$ 8.500	\$ 8.500
 X7540 Auto L/R	Weekly	4	\$ 3.000	\$ 12.000

Auto LR: Yes Buy Back: No

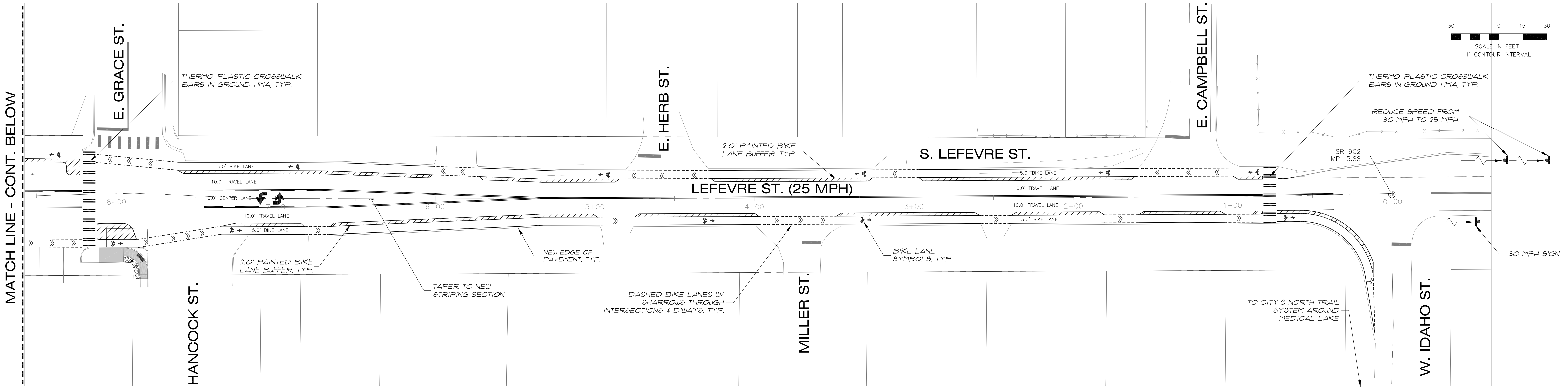
## Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

## Uniform Charges

Charge Description	One Time Charges
Name Emblem	\$ 1.95
Company Emblem	\$ 2.95
Custom Emblem 1	\$ 2.95
Preparation Charge	\$ 2.25

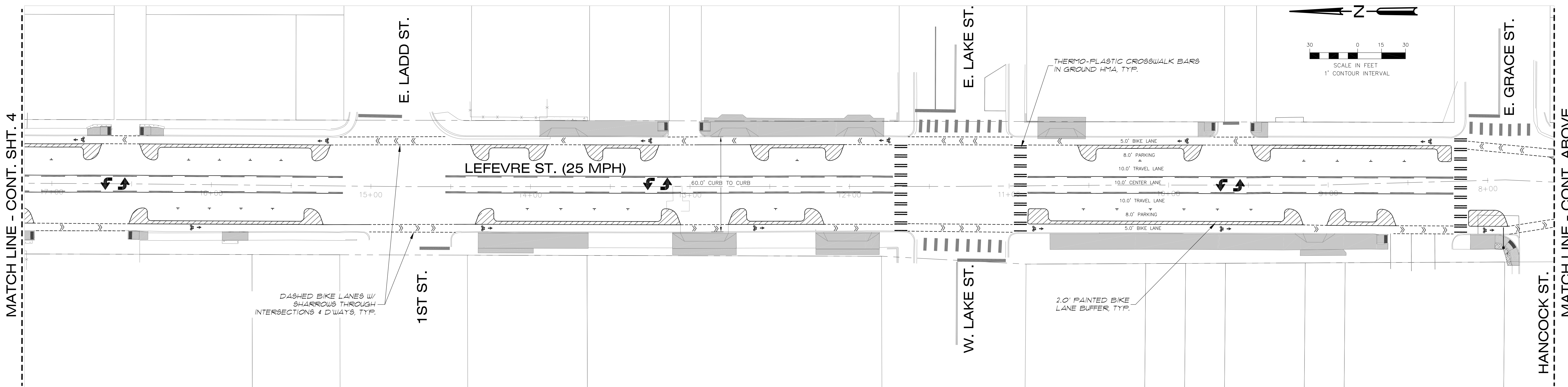
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PLAN - 0+00 TO 8+00

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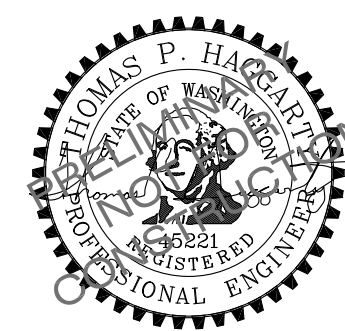
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PLAN - STA. 8+00 TO 17+00

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REV	DATE	DESCRIPTION	OWN BY	DES BY	CHK BY	APP BY

DATE OF ISSUE JAN 31, 2024	OWN BY SRN, TPH	DES BY TPH	CHK BY TPH	APP BY TPH
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**E & H**  
ENGR.

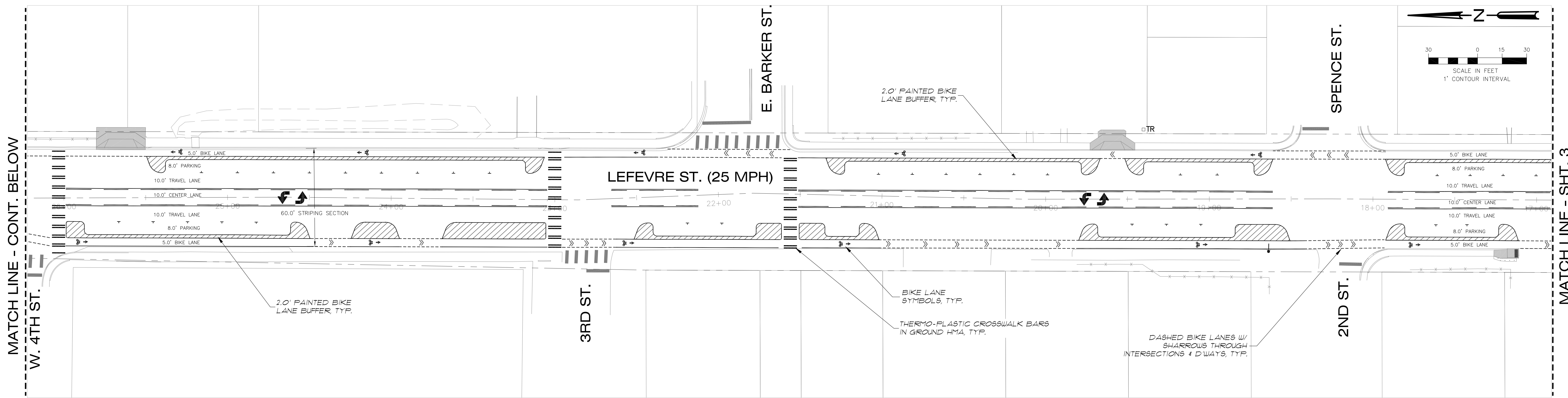
**E&H ENGINEERING, INC.**  
12611 W. Sunset Hwy., Suite B  
Spokane, WA. 99001  
(509) 744-0245  
FAX: (509) 744-0062

STRIPING PLAN - 0+00 TO 17+00

CITY OF MEDICAL LAKE  
LEFEVRE ST. RESTRIPING & SIDEWALKS - 2024

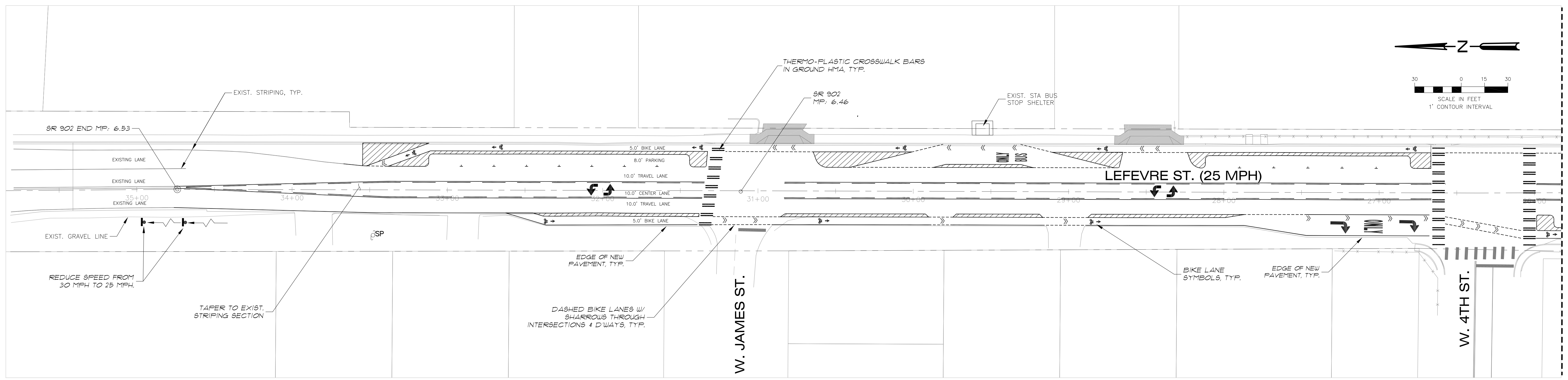
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PLAN - STA. 17+00 TO 26+00

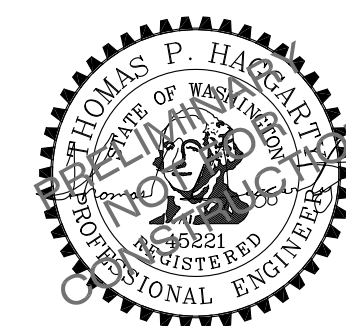
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PLAN - STA. 26+00 TO 35+50

HORIZ. 1"=30'

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REV	DATE	DESCRIPTION	OWN BY	DES BY	CHK BY	APP BY

DATE OF ISSUE JAN 31, 2024	OWN BY SRN, TPH	DES BY TPH	CHK BY TPH	APP BY TPH
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**E & H ENGR.**  
**E&H ENGINEERING, INC.**  
 12611 W. Sunset Hwy., Suite B  
 Spokane, WA. 99001  
 (509) 744-0245  
 FAX: (509) 744-0062

STRIPING PLAN - 17+00 TO 35+00  
 CITY OF MEDICAL LAKE  
 LEFEVRE ST. RESTRIPIING & SIDEWALKS - 2024

DRAWING NO.  
 6 / 9

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-653**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE VOIDING  
CERTAIN OUTSTANDING NON-INTEREST-BEARING WARRANTS ISSUED  
BY THE CITY OF MEDICAL LAKE**

WHEREAS, non-interest-bearing warrants issued by the City of Medical Lake identified have not been presented for payment by payees and remain outstanding; and

WHEREAS, the Finance Director has recommended that the City Council void and cancel the same by resolution pursuant to RCW 39.56.040; and

WHEREAS, City Staff recommends the City Council approve this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

**Section 1. Warrants Canceled** The Council hereby voids and cancels the non-interest-bearing warrants issued by the City of Medical Lake as identified in the attached Exhibit A.

**Section 2. Finance Director to Resolve Warrants.** The Finance Director is hereby instructed to take all necessary and appropriate actions to void the warrants listed in Exhibit A and make appropriate entries to record the same as to each transaction..

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

\_\_\_\_\_  
Koss Ronholt, City Clerk

\_\_\_\_\_  
City Attorney, Sean P. Boutz

Exhibit A

Check #	Payee	Date	Amount
<a href="#">11344</a>	FOREMAN, DONOVAN	08/31/2016	\$ 9.23
<a href="#">11525</a>	FLAHERTY, TITUS JAMES	04/28/2017	\$ 60.03
<a href="#">11576</a>	BAUER, BENJAMIN JAMES	06/30/2017	\$ 74.81
<a href="#">11645</a>	BAUER, BENJAMIN JAMES	09/30/2017	\$ 12.93
<a href="#">11658</a>	LUM, RACHEL CATHERINE	09/30/2017	\$ 16.62
<a href="#">11766</a>	LUM, RACHEL CATHERINE	01/31/2018	\$ 25.85
<a href="#">11772</a>	STAFFORD, JOSEPH BRADLEY	01/31/2018	\$ 14.78
<a href="#">11808</a>	YOUNG, MICHAEL JOSEPH	02/28/2018	\$ 49.87
<a href="#">12152</a>	MUSSER, ALEX	11/27/2019	\$ 0.90
<a href="#">12254</a>	12254	09/30/2020	\$ 229.63
<a href="#">30447</a>	BETHLEHEM SLAVIC CHURCH	08/16/2016	\$ 340.00
<a href="#">30640</a>	LIGHT OF THE SALVATION CHURCH	09/20/2016	\$ 40.00
<a href="#">31054</a>	ERIC MORTENSEN	12/19/2016	\$ 20.00
<a href="#">31927</a>	BETHLEHEM SLAVIC CHURCH	08/04/2017	\$ 690.00
<a href="#">32534</a>	BRUCHI'S CHEESESTEAKS & SUBS	12/19/2017	\$ 71.80
<a href="#">33298</a>	YWCA - ECEAP	07/13/2018	\$ 40.00
<a href="#">34398</a>	MILLER, NICHOLAS	05/03/2019	\$ 40.00
<a href="#">34451</a>	HUTCHCRAFT, AMBERLEE	05/17/2019	\$ 180.00
<a href="#">35691</a>	BERQUIST, CASSANDRA	04/29/2020	\$ 40.00
<a href="#">35739</a>	SEVCIK, CANDELARIA	04/29/2020	\$ 80.00
<a href="#">36355</a>	IAMPO - INLAND NW CHAPTER	11/12/2020	\$ 200.00
<a href="#">42105</a>	MCCOY, BRANDON SKY	01/26/2023	\$ 50.00
<a href="#">41933</a>	LEITZ, NATE	12/02/2022	\$ 40.00
<a href="#">41799</a>	H560-SPOKANE-HDI	10/13/2022	\$ 98.10
<a href="#">41705</a>	CULLIGAN	09/16/2022	\$ 320.93
<a href="#">41358</a>	SWIFT, KARA	05/25/2022	\$ 80.00
<a href="#">41343</a>	LEITZ, NATE	05/25/2022	\$ 40.00
<a href="#">41158</a>	LAKES HARVEST FOODS LLC	03/31/2022	\$ 20.97
<a href="#">40770</a>	FEDERAL LICENSING, INC.	12/03/2021	\$ 119.00
<a href="#">40663</a>	PEREZ, DANA	10/28/2021	\$ 80.00
<a href="#">40642</a>	COPY JUNCTION	10/28/2021	\$ 126.56
<a href="#">40487</a>	HILZENDEGER, VAL	09/17/2021	\$ 725.00
<a href="#">20069</a>	20069	12/30/2021	\$ 229.60

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-657**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE DESIGNATING  
AN APPLICANT AGENT FOR WASHINGTON HAZARD MITIGATION  
GRANT PROGRAM SUB-APPLICATIONS AND GRANTS FOR THE CITY OF  
MEDICAL LAKE, WASHINGTON**

WHEREAS the City of Medical Lake (“City”) desires to obtain and administer certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended, for Backup Power for Critical Infrastructure Resilience; and

WHEREAS the City desires to designate an applicant agent and alternate to execute for and on behalf of the City, applications, grant agreements, and payment requests to be filed with the Military Department, Emergency Management Division, for such purpose.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

The City Administrator or Public Works Director is authorized on behalf of and in the name of the City of Medical Lake, to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such non-disaster mitigation.

ADOPTED this 6th day of February 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

\_\_\_\_\_  
Finance Director, Koss Ronholt

\_\_\_\_\_  
City Attorney, Sean P. Boutz

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-658**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE DESIGNATING  
AN APPLICANT AGENT FOR WASHINGTON HAZARD MITIGATION  
GRANT PROGRAM SUB-APPLICATIONS AND GRANTS FOR THE CITY OF  
MEDICAL LAKE, WASHINGTON**

WHEREAS the City of Medical Lake (“City”) desires to obtain and administer certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended, for GIS Mapping of Water, Wastewater, and Stormwater Infrastructure; and

WHEREAS the City desires to designate an applicant agent and alternate to execute for and on behalf of the City, applications, grant agreements, and payment requests to be filed with the Military Department, Emergency Management Division, for such purpose.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

The City Administrator or Public Works Director is authorized on behalf of and in the name of the City of Medical Lake, to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such non-disaster mitigation.

ADOPTED this 6th day of February 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

\_\_\_\_\_  
Finance Director, Koss Ronholt

\_\_\_\_\_  
City Attorney, Sean P. Boutz

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-659**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
TELEPHONE COMMUNICATION SERVICES AGREEMENT WITH 8X8, INC.  
FOR THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) needs updated phone hardware and SaaS services; and

WHEREAS, the City’s staff and contracted Information Technology team has recommended that the City acquire telephone communication services through 8x8, Inc. (“Service Provider”); and

WHEREAS, the Service Provider has described the terms of the 8x8 UCaaS/CCaaS Service Terms agreement as provided in the attached Exhibit A (“Agreement”).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

**Section 1. Approval of Agreement.** The City Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A”, and by reference incorporated herein.

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper



Attest:

Approved as to Form:

\_\_\_\_\_  
Finance Director, Koss Ronholt

\_\_\_\_\_  
City Attorney, Sean P. Boutz

# 8x8 UCAAS/CCAAS SERVICE TERMS

## (ALSO REFERRED TO AS THE “8x8 VIRTUAL OFFICE AND VIRTUAL CONTACT CENTER SERVICE TERMS”)

Last Updated: September 19, 2023

### 1. AGREEMENT AND CONFLICT

THESE TERMS SHOULD BE READ CAREFULLY, AS THEY AFFECT THE PARTIES’ LEGAL RIGHTS BY, AMONG OTHER THINGS, LIMITING 8x8’S LIABILITY UNDER THE AGREEMENT AND REQUIRING ARBITRATION OF CERTAIN DISPUTES.

The entity for whom 8x8 agrees to provide Services (“**Customer**”) creates a contract with 8x8, Inc. (or another entity specified in Customer’s initial Order) (“**8x8**”) governing all sale, provision, and/or use of Ordered Products (the “**Agreement**”) when it first: (a) executes a document that incorporates these 8x8 UCaaS/CCaaS Service Terms (these “**Terms**”); (b) accesses or uses any SaaS Services after being notified that these Terms apply thereto; or, (c) otherwise accepts these Terms (the date the Agreement is created is the “**Effective Date**”). The Agreement consists of these Terms and all Orders, SOWs, and other documents entered into by or on behalf of Customer and 8x8 or its Affiliate relating to Customer’s acquisition and/or use of Ordered Products. The individual who accepts these Terms for Customer represents and warrants they have the authority to bind Customer to the Agreement. Capitalized words not defined in-text are as defined in Section 16.12 of these Terms.

These Terms apply to all Orders, SaaS Services and Project Services (“**Services**”), and equipment ordered or provided under the Agreement (such equipment, “**Ordered Equipment**,” and with such Services, the “**Ordered Products**”). The following order of precedence shall govern any conflict among the documents comprising the Agreement: (i) Orders; (ii) SOWs, but only as to billing, payment, and performance of Project Services ordered thereunder; and (iii) these Terms. The following order of precedence shall govern any conflict among the components of these Terms (all incorporated herein): (1) the 8x8 UCaaS/CCaaS Data Processing Addendum (the “**DPA**”) at the end of these Terms; (2) the 8x8 UCaaS/CCaaS Regional Terms (the “**Regional Terms**”) at the end of these Terms; (3) the 8x8 UCaaS/CCaaS Use Policy available at [www.8x8.com/terms-and-conditions/use-policy](http://www.8x8.com/terms-and-conditions/use-policy) (the “**Use Policy**”); and (4) these Terms’ other components.

8x8 Work and 8x8 Contact Center previously were named “8x8 Virtual Office” and “8x8 Virtual Contact Center,” so any reference to “8x8 Virtual Office” or “8x8 Virtual Contact Center” in any document shall refer to 8x8 Work and 8x8 Contact Center, respectively.

### 2. SaaS SERVICES

**2.1. Ordering SaaS Services.** Customer may order SaaS Services (such services, “**Ordered SaaS Services**”), or make changes to existing Ordered Products, or the terms relating thereto, by executing an order issued by 8x8 or its Affiliate (an “**Order**”), which shall be effective upon such execution or upon completing an 8x8 electronic ordering process. 8x8 shall provision the Ordered SaaS Services upon receipt of an executed Order or Customer’s completion of the electronic ordering process. All Orders shall terminate or renew at the same time as the Agreement (*i.e.*, be coterminous with it).

#### 2.2. 8x8 Responsibilities with Respect to SaaS Services

**2.2.1. SaaS Services Availability.** 8x8, itself or through its vendors, subcontractors, or other providers (collectively, 8x8’s “**Partners**”) or Affiliates (all of the foregoing, the “**8x8 Providers**”), shall (a) make the Ordered SaaS Services available to Customer during the Effective Period pursuant and subject to the Agreement and in substantial conformance with the Documentation, and (b) provide standard support for the Ordered SaaS Services via web chat and telephone during 8x8’s normal business hours.

**2.2.2. SaaS Services Pricing Commitment.** Customer’s first Order of SaaS Services in any country during the Initial Term or a renewal term (each being a “**Term**”) shall establish the maximum rates 8x8 may charge for Service Fees and Regulatory Fees for subsequent Orders of those same SaaS Services in that country during that Term. At the start of any renewal Term, 8x8 may increase such rates by up to five percent (5%) above the rates effective at the end of the prior Term, but 8x8 may increase Service Fee and Regulatory Fee rates up to 8x8’s list price by giving Customer sixty (60) days’ notice before such renewal Term begins. In addition, 8x8 may increase Regulatory Fee rates up to 8x8’s list price at the start of a renewal Term if 8x8’s related costs have substantially increased.

**2.2.3. Changes to Ordered SaaS Services.** 8x8 shall not materially reduce the Ordered SaaS Services’ overall functionality or security (based on customary usage in the United States (“**US**”), the United Kingdom, Australia, and Canada (collectively, the

“**Primary Market**”) without Customer’s written consent. However, 8x8 may make upgrades or other changes to the Ordered SaaS Services, and shall inform Customer of such upgrades or changes in advance, if reasonably practicable, or else promptly thereafter.

**2.2.4. Content and Data Protection.** 8x8 shall implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect the content of all communications transmitted, received, or stored through the Ordered SaaS Services (“**Content**”) from unauthorized use or disclosure. Customer shall own its Content, and acknowledges the 8x8 Providers are merely conduits for Content and are not responsible for creating it or determining where Agents or other users of the Ordered SaaS Services (together, “**Users**”) send it.

### **2.3. Customer Responsibilities with Respect to SaaS Services**

**2.3.1. Customer Subscription Commitment.** Customer shall pay all Service Fees, Regulatory Fees, Administrative Fees, and Taxes for the Ordered SaaS Services for the entirety of the initial Term identified in Customer’s first Order (or thirty-six (36) months if not so identified) (the “**Initial Term**”) and for each renewal Term (this obligation is Customer’s “**Subscription Commitment**”). THIS COMMITMENT IS A MATERIAL BASIS FOR PRICING AND OTHER TERMS OF THIS AGREEMENT. Customer may reduce the quantity of Ordered SaaS Services or downgrade them (*e.g.*, to a lower-cost tier) (any such action, “**Reduce**” or a “**Reduction**”) for a renewal Term by giving 8x8 at least forty-five (45) days’ notice before the renewal Term begins.

**2.3.2. Usage.** Customer shall pay any applicable usage charges set forth at the time of such usage at [www.8x8.com/terms-and-conditions/usage](http://www.8x8.com/terms-and-conditions/usage).

**2.4. SaaS Services Limitations.** Customer acknowledges: (a) the Ordered SaaS Services will not be error-free or available one-hundred percent (100%) of the time (*e.g.*, they may be unavailable during planned or unplanned downtime, and communications may experience loss of data prior to delivery); (b) 8x8 provides a single login for each UCaaS Ordered SaaS Services extension and each login and extension is solely for a single Agent’s use, except for extensions specifically designed for multiparty use (“**Conference Extensions**”); (c) 8x8 shall not be liable for data Customer or Users (or third parties acting for them) export from the Ordered SaaS Services (*e.g.*, for backup); and (d) the SaaS Services are communications services not intended for data backup or storage, and 8x8 shall not be responsible for loss of such stored data.

**2.5. Third-Party Offerings and Integrations.** Customer’s relationships with third-party providers (“**Third-Party Providers**”) of offerings that interoperate or are used in connection with the SaaS Services (“**Third-Party Offerings**”) shall be governed solely by Customer’s agreements with the Third-Party Providers. 8x8 shall have no obligation or liability: (a) under any such agreement; (b) for any Third-Party Offering or any Third-Party Providers’ act or omission (regardless of whether 8x8 refers Customer to the Third-Party Offering/Provider, endorses them (as “certified,” “recommended,” or otherwise), approves their use, or bills and/or collects payment for them); (c) for supporting any Third-Party Offering; or (d) for ensuring the continued availability of any SaaS Services interoperation with any Third-Party Offering unless expressly required by an SOW.

**2.6. Suspension and Restriction.** Without limiting 8x8’s other rights under the Agreement: (a) 8x8 may suspend any or all SaaS Services if it reasonably believes doing so is necessary to quarantine malware or otherwise prevent harm to any party, in which case 8x8 shall promptly inform Customer of such suspension (in advance, if reasonably practicable) and defer Customer’s Service Fees during the suspension period unless the suspension resulted from Customer’s breach of the Agreement; (b) 8x8 may suspend any Ordered SaaS Services on thirty (30) days’ notification to Customer if Customer materially breaches the Agreement and fails to cure within such period; and (c) 8x8 may reasonably suspend or restrict Ordered SaaS Services being used in violation of the Use Policy. Except as set forth in clause (a) above, no such suspension or restriction shall relieve Customer of any payment obligations.

## **3. EQUIPMENT**

**3.1. Ordering Equipment.** Customer may order equipment via an Order. Equipment-related pricing, promotions, and discounts in an Order shall only apply to the Ordered Equipment therein, and 8x8 shall have no obligation as to future pricing or availability of equipment.

**3.2. 8x8 Responsibilities with Respect to Equipment.** The 8x8 Providers shall provide Ordered Equipment to Customer and pass through a twelve- (12-) month warranty for it, or an extended warranty if the manufacturer permits. Customer may return defective Ordered Equipment under warranty by obtaining a return authorization number from 8x8 and sending such Ordered Equipment in its original packaging or equivalent to the address 8x8 specifies. 8x8 shall replace defective Ordered Equipment at 8x8’s expense promptly after receiving it.

**3.3. Customer Responsibilities with Respect to Equipment.** Customer shall pay for Ordered Equipment as priced in the applicable Order plus shipping and related charges. 8x8 shall ship Ordered Equipment F.C.A. (free carrier), title and risk of loss

or damage shall pass to Customer on delivery to the carrier, and Customer shall be deemed the importer of Ordered Equipment for all purposes. Customer shall be responsible for all lost, stolen, or damaged Ordered Equipment (except to the extent covered by warranty), and for ensuring any equipment used with the Ordered SaaS Services works and is configured to meet 8x8's technical requirements.

**3.4. Equipment Financing Plans.** If Customer purchases Ordered Equipment under an extended payment or similar financing plan (an "EPP"), it shall pay for such Ordered Equipment according to such EPP's payment schedule and for the entire term specified in the Order, or twenty-four (24) months if not specified. Customer may terminate an EPP on thirty (30) days' notice to 8x8. Whenever an EPP terminates, all unpaid amounts thereunder shall immediately become due and payable.

#### **4. PROJECT SERVICES**

In its discretion, 8x8 may offer to provide implementation, configuration, customization, network assessment, training, or similar services (any such services, "Project Services"). Customer may order Project Services (the "Ordered Project Services") via an Order and/or SOW. The 8x8 Providers shall perform Ordered Project Services (a) in a professional and workmanlike manner, (b) with reasonable skill and care, and (c) in accordance with the applicable Order and/or SOW, which shall set forth pricing and other terms for Ordered Project Services therein as well as Customer's sole and exclusive remedies for 8x8's breach of these obligations. Customer shall pay all Billed Amounts for Ordered Project Services in accordance with Section 7 (Payment) and any other terms set forth in the applicable Order or SOW.

#### **5. 8x8 AFFILIATES AND SUBCONTRACTING**

In its discretion, 8x8 may: (a) accept Orders from a Customer Affiliate, in which case (as to such Orders) the Agreement's references to "Customer" shall be deemed to include both Customer and its Affiliate; (b) designate an 8x8 Affiliate to enter into Orders or SOWs with Customer, in which case, as to such Orders or SOWs (unless the Parties agree otherwise in writing), the Agreement's references to "8x8" shall include both 8x8 and its Affiliate, but the Affiliate shall be deemed the service provider under such Orders or SOWs; and (c) subcontract its duties under the Agreement to its Affiliates or Partners, with 8x8 remaining liable for their performance.

#### **6. TAXES**

Customer shall pay all taxes, levies, duties, charges, fees, or similar governmental assessments relating to Ordered Products, including without limitation sales and use taxes, value-added taxes, goods and services taxes, withholding taxes, public utility fees, universal service fees, and emergency services surcharges (e.g., 911, E911, 999, etc.) assessed or assessable by any governmental, fiscal, or other authority, other than those assessable against 8x8 based solely on its income and whether or not recoverable by 8x8 (collectively, "Taxes"). Customer also shall pay any administrative fees 8x8 charges (at 8x8's cost) to recover any applicable fees or surcharges directly or indirectly imposed by carriers or suppliers on 8x8 for Customer's use of Ordered SaaS Services ("Administrative Fees"). Any Taxes or Administrative Fees set forth in the Agreement shall only be non-binding estimates. Customer may assert a Tax exemption by giving 8x8 a valid tax exemption certificate authorized by the appropriate taxing authority (but Customer shall be liable for any Taxes assessed prior to such delivery). To the extent required by Law, Customer shall withhold and remit Taxes imposed by any governmental, fiscal, or other authority from its payment of Billed Amounts if Customer (a) gives 8x8 notice of such legal requirement at least thirty (30) days prior to withholding, (b) gives 8x8 receipts evidencing remittance of the withheld amounts to the proper authority, and (c) pays additional amounts to 8x8 to ensure 8x8 receives the full amount it would have received but for the withholding. Customer acknowledges 8x8 may not be registered to charge value-added, goods and services, or similar Taxes in certain jurisdictions where 8x8 is not required to be registered or is not required to collect and remit such Taxes, and Customer shall be responsible for accounting and remitting any such Taxes in such jurisdictions.

#### **7. PAYMENT**

**7.1. Billing of Billed Amounts.** Service Fees and other recurring charges shall be billed per the applicable Order starting on its effective date. Project Service fees and other one-time Service-related charges shall be incurred on the applicable Order's effective date. Equipment-related charges shall be billed when the Ordered Equipment ships.

**7.2. Payment of Billed Amounts.** Except as set forth in this Section 7.2 (Payment of Billed Amounts), Customer shall pay all amounts billed under the Agreement ("Billed Amounts") without counterclaim, setoff, withholding, or deduction. Payments shall be non-refundable and non-creditable unless the Agreement expressly provides otherwise. Delinquent Billed Amounts shall accrue monthly interest at the lesser rate of one-point-five percent (1.5%) or the maximum permitted by Law starting on delinquency. Customer may dispute an amount it believes in good faith it did not actually incur under the Agreement (i.e., was

overbilled) (a “**Disputed Amount**”) within thirty (30) days after the Disputed Amount was first posted in the relevant account (if payment is not By Invoice), or the date it was first invoiced (if payment is By Invoice), by email to [claims@8x8.com](mailto:claims@8x8.com) specifying the Disputed Amount and reasonably describing the basis for dispute. If Customer would otherwise pay a Disputed Amount By Invoice, Customer may either withhold payment for it or pay it under protest. If and only if a Disputed Amount was actually incurred (*i.e.*, not overbilled), it shall become due ten (10) days after 8x8 confirms its accuracy or on the original due date, whichever is later. Customer waives its right to dispute any Billed Amount it fails to dispute in accordance with this Section 7.2 (Payment of Billed Amounts).

**7.3. Up-Front Payment.** Customer shall keep on file with 8x8 or its billing Affiliate complete and accurate information for at least one valid account sufficient to permit ACH withdrawals and authorizes 8x8 to withdraw Billed Amounts via ACH at or near the time of billing. 8x8 shall post a statement of the Billed Amounts in the relevant account at or near the time of the first attempted withdrawal and make commercially reasonable efforts to notify Customer by email or telephone if the withdrawal is unsuccessful, and Billed Amounts shall be due within fourteen (14) days of such posting. The foregoing shall not apply during periods when Customer is paying By Invoice.

**7.4. Payment by Invoice.** 8x8, in its discretion, may permit Customer to pay Billed Amounts by check, ACH, or wire transfer within thirty (30) days of invoice date (Net 30) (payment “**By Invoice**”). If it does, 8x8 may not revoke such permission unless an event occurs that (in 8x8’s reasonable discretion) puts Customer’s creditworthiness or solvency into question (including, without limitation, Customer’s default on any financial obligation or a Solvency Event involving Customer or any entity that owns or controls it).

**7.5. Promotions.** Promotion, discount, or related codes must be provided to 8x8 at the time of the relevant Order(s), may not be used cumulatively or retroactively, and may be changed or discontinued by 8x8 at any time in its discretion. Promotions shall not apply for longer than a single Term or extend beyond the Term for which they were provided.

## **8. CHANGE IN TERMS**

8x8 may not change these Terms in any way that would materially and adversely affect Customer’s rights, benefits, obligations, or liabilities under the Agreement unless it gives Customer thirty (30) days’ notification and Customer does not reject such change (in which case the change shall take effect at the end of such notice period). If 8x8 fails to give such notice, or Customer rejects a proposed change, the Agreement shall continue without such change taking effect. 8x8 may make other changes to these Terms (such as, without limitation, adding terms to support orders in a new country or for a new offering) by posting them to [www.8x8.com/order-terms](http://www.8x8.com/order-terms) or this web page (effective on posting).

## **9. GENERAL REPRESENTATIONS AND WARRANTIES; WARRANTY DISCLAIMER**

Each Party represents and warrants it is a bona fide business with power and authority to execute and perform under the Agreement. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 8x8 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, EQUIPMENT, AND/OR AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

## **10. RIGHTS IN AND TO THE SERVICES AND FEEDBACK**

All intellectual property rights and all other rights, title, and interest (collectively, “**Rights**”) in or to the Documentation, Services, and related software, applications, functionalities, APIs, tools, and interfaces (collectively, the “**8x8 Platform**”) – and all configuration designs, code, deliverables, and other work product created by the 8x8 Providers in connection with the Agreement (except to the extent such work product embodies Customer’s pre-existing intellectual property) – shall belong exclusively to 8x8, its Affiliates, and/or their licensors. Customer hereby assigns to 8x8 all Rights in or to any improvement or other feedback Customer gives the 8x8 Providers relating to the 8x8 Providers’ operations, products, or offerings, and agrees 8x8 may use, license, assign, and exploit any ideas, concepts, know-how, or techniques contained therein for any purpose without restriction or compensation.

## **11. TERM AND RENEWAL**

The Agreement shall run from the Effective Date until the earlier of the date it terminates (a) for non-renewal or (b) under Section 12.1 (Exclusive Termination Rights) (such period, the “**Effective Period**”). At the end of any Term, the Agreement shall automatically renew for a twelve (12) month renewal Term (unless the initial Order or a subsequent Order states otherwise) unless either Party gives the other notice of non-renewal at least thirty (30) days before such Term ends.

## **12. TERMINATION**

**12.1. Exclusive Termination Rights.** The Agreement may be terminated:

- (a) by either Party on thirty (30) days' notice to the other if the other Party materially breaches the Agreement (including without limitation any breach of payment obligations or the Use Policy) and fails to cure (if cure is reasonably possible) within the notice period, except Customer shall have no right to cure if 8x8 terminates the Agreement for two or more payment breaches;
- (b) by either Party on notice to the other if the other Party undergoes a Solvency Event;
- (c) by 8x8 on thirty (30) days' notice to Customer if any SaaS Services become subject to an actual or threatened infringement Claim that 8x8 cannot reasonably avoid by procuring a license or modifying or replacing such SaaS Services (any of which 8x8 may do at its sole option and expense);
- (d) by 8x8 on thirty (30) days' notice to Customer if Customer rejects a change to these Terms under Section 8 (Change in Terms);
- (e) by 8x8 on thirty (30) days' notice to Customer if 8x8 determines in good faith it must terminate the Agreement to comply with a Law; or
- (f) by Customer, within thirty (30) days after the Effective Date, on notice to 8x8 that the Ordered SaaS Services do not satisfy Customer's requirements, in which case (i) Customer's Subscription Commitment shall terminate and 8x8 shall refund any unused and prepaid amounts for Ordered SaaS Services for the post-termination period, and (ii) 8x8 shall refund any fees it received for Ordered Equipment (less a \$25.00 (USD) per piece re-stocking fee) returned to 8x8 within thirty (30) days after Customer's notice of termination if Customer first obtains a return authorization number from 8x8 and ships such Ordered Equipment (prepaid by 8x8) undamaged and in its original packaging to the address 8x8 specifies, in accordance with 8x8's instructions (and for clarity, Customer shall remain obligated to pay amounts incurred prior to termination and for any post-termination Usage charges).

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THESE ARE THE PARTIES' SOLE AND EXCLUSIVE RIGHTS TO TERMINATE THE AGREEMENT.

**12.2. Effect of Termination.** When the Agreement terminates, all Orders, SOWs, and EPPs also shall terminate (subject to Customer's continuing financial obligations). If Customer terminates the Agreement under Section 12.1(a) or (b) or 8x8 terminates it under Section 12.1(c), (d), or (e) (Exclusive Termination Rights), Customer's Subscription Commitment shall terminate and 8x8 shall refund any unused and prepaid amounts for Ordered SaaS Services for the post-termination period. No other termination shall relieve Customer of its Subscription Commitment or entitle it to any refund. No termination shall relieve Customer's obligation to pay amounts incurred prior to termination or for any post-termination Usage charges.

### **13. INDEMNIFICATION**

- (a) 8x8 shall defend Customer, its Affiliates, and their personnel (collectively, the "**Customer Parties**") against any threatened or actual third-party Indemnified IP Claim, and indemnify and hold harmless the Customer Parties for any damages, attorneys' fees, defense costs, and other losses (collectively, "**Losses**") payable by them pursuant to the adjudication or settlement thereof.
- (b) Customer shall defend 8x8, its Affiliates, and their personnel (collectively, the "**8x8 Parties**") against any claim, demand, suit, investigation, inquiry, or proceeding (each, a "**Claim**") threatened or brought by any third party arising from or relating to Customer's Content or any actual or alleged breach of the Agreement, and indemnify and hold harmless the 8x8 Parties against any Losses payable by them pursuant to the adjudication or settlement thereof.
- (c) An indemnifiable party shall promptly give notice to the indemnifying Party of an indemnifiable Claim, give the indemnifying Party the option to solely and exclusively control its defense and settlement, and reasonably assist the indemnifying Party in connection therewith. The indemnifying Party shall not enter into any settlement agreement that would create any obligation, restriction, or liability for the indemnifiable party without the indemnifiable party's written consent.

### **14. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- (a) NEITHER 8x8 NOR ITS AFFILIATES SHALL BE LIABLE UNDER THE AGREEMENT, BASED ON ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE (EACH A "**LEGAL THEORY**")), FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR COVER DAMAGES; LOST PROFITS, REVENUES, OR GOODWILL; OR LOSS OR INTERRUPTION OF BUSINESS.
- (b) 8x8'S AND ITS AFFILIATES' MAXIMUM LIABILITY UNDER THE AGREEMENT, UNDER ANY LEGAL THEORY, SHALL NOT EXCEED THE TOTAL SERVICE FEES PAYABLE UNDER THE AGREEMENT OVER THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST

INCIDENT OUT OF WHICH THE LIABILITY AROSE.

- (c) THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY (i) REGARDLESS OF WHETHER A PARTY KNEW OF THE POSSIBILITY OF SUCH EXCLUDED OR LIMITED DAMAGES, OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (ii) ON A CUMULATIVE (RATHER THAN PER-INCIDENT) BASIS. CUSTOMER ACKNOWLEDGES THAT PRICING AND OTHER TERMS UNDER THE AGREEMENT ARE BASED ON THE FOREGOING EXCLUSIONS AND LIMITATIONS.

## 15. DISPUTE RESOLUTION

**15.1. Pre-Filing Notice.** For any Covered Claim, each Party shall provide notice to the other Party before initiating any arbitration, court, or other legal proceeding (a “**Proceeding**”) against that Party, its Affiliate, or their personnel, reasonably detailing the Party’s contentions and any specific provisions of the Agreement allegedly breached. The Parties thereafter shall diligently work in good faith to resolve the dispute for thirty (30) days by (at least) ensuring their knowledgeable executives meet to such end in person or by video/teleconference. If the dispute is not resolved within such period, either Party may then initiate the Proceeding without satisfying any further notice or cure period. Failure to comply with all of the foregoing shall constitute a basis for enjoining a Proceeding or dismissing it without prejudice, pending compliance with this Section 15.1 (Pre-Filing Notice).

**15.2. Mandatory Arbitration.** The Parties shall submit Covered Claims to binding arbitration administered in English by the American Arbitration Association (“**AAA**”) in Santa Clara County, California under the AAA’s published commercial arbitration rules. Customer also shall submit claims against other parties relating to Services provided or billed to Customer in any arbitration where Customer asserts Claims against 8x8. A Party may enter judgment on an arbitration award in any court having jurisdiction thereof. The Parties shall bear their own fees, costs, and expenses in any such arbitration. For Customers domiciled outside the US, this Section 15.2 (Mandatory Arbitration) shall only apply to Covered Claims relating to Services provided in the US.

## 16. MISCELLANEOUS

**16.1. Notices.** Notice required under the Agreement shall be provided as follows, unless the Agreement expressly allows otherwise: (a) *to Customer* – by email to Customer’s address in its initial Order, or via personal service, overnight courier, or US certified mail (postage prepaid/return receipt requested) to Customer’s address in Customer’s initial Order (collectively, “**Delivery**”); (b) *to 8x8* – by email to [claims@8x8.com](mailto:claims@8x8.com) (for notices of Claims or termination) or [notice@8x8.com](mailto:notice@8x8.com) (for all other notices), or by Delivery to “8x8, Inc., Attn: Customer Service, 675 Creekside Way, Campbell, CA 95008.” Notices shall be deemed effective: (i) *via email* – the first business day after the date sent, with no undeliverable notification returned; (ii) *via personal service* – the first business day after the date delivered to the noticed Party; (iii) *via Overnight Courier* – the first business day after the date delivered to the courier; and (iv) *via US certified mail* – the fifth (5th) day after the date sent. Either Party may change its notice addresses via notice to the other Party.

**16.2. Governing Law; Jurisdiction.** The Agreement shall be governed by and construed under California Laws without regard for choice or conflicts of law rules. The Parties agree to the venue and jurisdiction of the state and federal courts in Santa Clara County, California (exclusively, if Customer is domiciled in the US), and waive all convenience and other objections thereto.

**16.3. Force Majeure.** Neither Party shall be responsible or liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including without limitation: act of God; fire, flood, hurricane, earthquake, tsunami, or other natural disaster; riot; war; terrorism; government action or intervention; embargo; strike; destruction of facilities; late or failed supplier delivery; power or internet service unavailability; or network or carrier issues.

**16.4. Entire Agreement; Amendment.** The documents comprising the Agreement constitute the Parties’ entire agreement relating to the Ordered Products and expressly supersede and replace any prior or contemporaneous written or oral agreements, understandings, representations, and warranties relating thereto. Customer acknowledges its purchases are not contingent on the delivery of any future functionality or feature. The Agreement may only be amended in writing signed by the Parties unless these Terms expressly allow otherwise. No terms in any purchase order or similar document sent by or on behalf of the Customer Parties (to which 8x8 hereby objects) shall modify the Agreement.

**16.5. Severability.** If any part of the Agreement is held partially or fully illegal, invalid, or unenforceable under applicable Law, the Agreement shall be deemed amended to the extent necessary to enforce it (and, to the greatest extent possible, consistent with the Parties’ original intent).

**16.6. Waiver.** Unless the Agreement expressly provides otherwise, failure to exercise a right under the Agreement shall

not waive that right or any other right. A waiver of any right shall only be enforceable if in writing signed by the waiving Party and conforming with these Terms.

**16.7. Assignment; Binding Effect.** The Agreement shall bind the Parties' heirs, successors, and permitted assigns. Customer may not assign the Agreement or its rights thereunder, or delegate its obligations thereunder, without 8x8's prior written consent. However, no such consent is required for Customer to assign all such rights and delegate all such obligations in connection with a bona fide sale of it or substantially all of its assets on at least ten (10) days' notice (in which case it shall provide any information concerning the assignee that 8x8 reasonably requests). 8x8 may assign its rights and/or delegate its obligations, in full or in part, to one or more of its Affiliates or in connection with any bona fide sale of it or substantially all of its assets.

**16.8. No Third-Party Beneficiaries.** The Agreement is solely for the benefit of and enforceable by the Parties and their permitted assigns unless it expressly states otherwise. Without limiting the foregoing, 8x8 shall have no obligation or liability to any User of the Ordered SaaS Services.

**16.9. Document Execution.** The Parties may use DocuSign or any other widely-used method of verifiable electronic signature and delivery for all documents under the Agreement. Any document or other content related to or proposed for addition to the Agreement that 8x8 prepares and sends to Customer for acceptance via completion of an electronic 8x8 process shall be deemed accepted when Customer completes such process.

**16.10. Interpretation.** Headings in the Agreement are only for convenience and shall not affect its interpretation. The Agreement's reference to a web address (URL) shall include any subpages accessible through one or a series of clearly-labeled hyperlinks, plus any successor sites designated by the website's owner or controller.

**16.11. Survival.** Sections 2.3.1 (Customer Subscription Commitment), 13 (Indemnification), 14 (Exclusions and Limitations of Liability), and 15 (Dispute Resolution) shall survive the Agreement's termination, as shall any other provision that by its nature is intended to so survive.

**16.12. Definitions.** The following capitalized terms shall have the following meanings when used in these Terms:

**"Affiliate"** – an entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**"Agent"** – an individual, identified through a unique login, authorized to use, administer, or take actions with respect to Ordered SaaS Services through Customer's account.

**"Covered Claim"** – a Claim by one Party against the other Party, its Affiliate, or any of their personnel, other than Claims (a) for injunctive relief, (b) by 8x8 or its Affiliate relating to Billed Amounts other than Disputed Amounts, and/or (c) that the Agreement expressly requires the other Party to defend.

**"Documentation"** – user manuals and technical documentation related to the SaaS Services posted to [www.8x8.com](http://www.8x8.com) or otherwise made available by 8x8 to its customers from time to time (excluding marketing or promotional materials).

**"Indemnified IP Claim"** – a Claim alleging the SaaS Services, as used in accordance with the Agreement and the Documentation, infringe any patent, trademark, or copyright enforceable under the Laws of the Primary Market or the European Union other than Claims based upon: (a) the combination, operation, or use of SaaS Services with any non-8x8 product or service; (b) the alteration or modification of SaaS Services other than by the 8x8 Providers; or (c) the 8x8 Providers' modification of SaaS Services at Customer's request.

**"Laws"** – US, foreign, international, national, state, provincial, territorial, municipal, local, or other laws, regulations, codes, ordinances, treaties, conventions, writs, decrees, resolutions, promulgations, or legally-binding orders, rulings, or demands.

**"Party"** – each of 8x8 and Customer (together, the **"Parties"**).

**"Regulatory Fees"** – Emergency Services Fees (or E911 Service Fees in the US), Regulatory Recovery Fees (in the US), and other recurring fees (other than Service Fees, Administrative Fees, Taxes, or government-imposed charges) 8x8 or its Affiliate charges for each number associated with telephony Ordered SaaS Services.

**"SaaS Services"** – 8x8 unified-communications-as-a-service (such as 8x8 Virtual Office and 8x8 Work) ("**UCaaS**") and contact-center-as-a-service (such as 8x8 Virtual Contact Center and 8x8 Contact Center) ("**CCaaS**") services (whether stand-alone, included in 8x8 Editions or 8x8 X Series, or otherwise bundled with other services), including all components thereof.

**"Service Fees"** – the base recurring fees for Ordered SaaS Services.

**"Solvency Event"** – a bankruptcy, reorganization, insolvency, or similar proceeding not dismissed within thirty (30) days; dissolution; becoming insolvent or bankrupt; or the making of an assignment for the benefit of creditors.



# 8x8 UCAAS/CCAAS DATA PROCESSING ADDENDUM

Version: September 19, 2023

**DPA-1. Applicability.** This 8x8 UCaaS/CCaaS Data Processing Addendum (this “DPA”) applies where 8x8 processes personal data of individuals in providing the Ordered SaaS Services.

**DPA-2. Definitions.** Capitalized terms not defined in this DPA are as defined elsewhere in the Terms.

“**Applicable Data Protection Law**” – all binding Laws that apply to the Parties relating to 8x8’s processing of personal data in providing the Ordered SaaS Services.

“**controller**”, “**processor**”, “**data subject**”, “**personal data**” and “**processing**” or equivalent terms are as defined in Applicable Data Protection Law (e.g., the California Consumer Privacy Act refers to controllers as “businesses” and processors as “service providers”).

“**Customer Personal Data**” – Customer Controller Personal Data and Customer Processor Personal Data.

“**Customer Controller Personal Data**” – Personal Data for which Customer decides the purposes and means of processing, and which 8x8 processes to provide Ordered SaaS Services in accordance with Customer’s instructions.

“**Customer Processor Personal Data**” – Personal Data that Customer processes on behalf of a controller and that 8x8 processes to provide Ordered SaaS Services in accordance with Customer’s instructions.

“**Security Incident**” – (a) accidental or unlawful destruction, or (b) loss, alteration, unauthorised disclosure of, or access to Customer Personal Data.

**DPA-3. Relationship of the Parties.** Customer is the controller of Customer Controller Personal Data and the processor of Customer Processor Personal Data. 8x8 is a processor of Customer Personal Data. The Parties shall not act as joint controllers for any processing of Customer Personal Data.

**DPA-4. Customer Obligations.**

**DPA-4.1. Customer as a Controller.** If any of the following might affect 8x8’s use or disclosure of Customer Controller Personal Data, Customer shall notify 8x8 of: (a) any limitations in its privacy notice to data subjects; (b) any revocation of or change to a data subject’s consent to use or disclose Customer Controller Personal Data; or (c) any restrictions Customer and its data subjects have agreed to regarding the use of Customer Controller Personal Data.

**DPA-4.2. Customer as a Processor.** If a data controller notifies Customer of the following, which might affect 8x8’s use or disclosure of Customer Processor Personal Data, Customer shall notify 8x8 of: (a) any limitations in the controller’s privacy notice to data subjects; (b) any revocation of or change to a data subject’s consent to use or disclose Customer Processor Personal Data; or (c) any restrictions the controller and its data subjects have agreed to regarding the use of Customer Processor Personal Data.

**DPA-5. 8x8 Obligations.**

**DPA-5.1. 8x8 as a Processor.** Customer appoints 8x8 as a processor to process Customer Personal Data for the purposes described in the Agreement (which include, without limitation, providing, supporting, enhancing, and quality-controlling the Ordered SaaS Services), as required by Law, or as the Parties otherwise agree in writing (the “**Permitted Purposes**”).

**DPA-5.2. Authorized Personnel.** 8x8 shall ensure anyone it authorizes to process Customer Personal Data is subject to appropriate confidentiality obligations.

**DPA-5.3. Subcontracting.** 8x8 may engage third-party subprocessors to process Customer Personal Data for the Permitted Purposes. 8x8 shall: (a) maintain an up-to-date list of its subprocessors at the 8x8.com website and update it at least 10 days before changing any subprocessor; (b) impose data protection terms on subprocessors of Customer Personal Data no less onerous than those in Section 5 (8x8 Obligations) of this DPA; and (c) be liable for any breach of Section 5 (8x8 Obligations) of this DPA caused by a subprocessor act or omission. 8x8’s subprocessor list is available at <https://support.8x8.com/support-services/billing-account-management/who-are-8x8s-sub-processors>. Customer may sign up for email notice of subprocessor updates by request to [8x8\\_subprocessor\\_notification@8x8.com](mailto:8x8_subprocessor_notification@8x8.com). Customer may object to a proposed 8x8 subprocessor change based on reasonable data protection grounds before 8x8 makes the change. If it does, 8x8 shall use reasonable efforts to avoid the change, and if 8x8 cannot do so Customer may terminate the Agreement for material breach under Section 12.1(a) (Exclusive Termination Rights) of the Terms.

**DPA-5.4. Data Subjects' Rights.** 8x8 shall reasonably and timely assist Customer in responding to data subjects' requests to exercise their rights under Applicable Data Protection Law or any other correspondence, inquiry, or complaint Customer receives from any third party in connection with 8x8’s processing of Customer Personal Data. If 8x8 receives a such a request directly it shall promptly inform Customer of and provide reasonable details as to the same.

**DPA-5.5. Data Protection Impact Assessment.** If 8x8 believes or learns its processing of Customer Personal Data is likely to result in a high risk to data subjects’ data protection rights and freedoms, 8x8 shall inform and reasonably cooperate with Customer in connection with any data protection impact assessment to the extent Applicable Data Protection Law so requires.

**DPA-5.6. Security Incidents.** Subject to 8x8’s legal obligations, 8x8 shall inform Customer without undue delay if it learns of a confirmed

Security Incident and reasonably cooperate with Customer to help Customer fulfill its data breach reporting obligations under and in accordance with the timescales required by Applicable Data Protection Law. Subject to 8x8’s legal obligations, 8x8 also shall take reasonably necessary actions to remedy or mitigate the effects of the Security Incident and update Customer as to all material developments in connection therewith.

**DPA-5.7. Deletion or Return of Data.** 8x8 shall destroy all Customer Personal Data in 8x8’s possession or control within sixty (60) days after Customer deletes it from the relevant account or closes such account. This requirement shall not apply to the extent any Law requires 8x8 to retain Customer Personal Data (including Customer Personal Data archived on back-up systems), which 8x8 shall securely isolate and protect from any further processing except to the extent required or permitted by such Law.

**DPA-5.8. Data Security Measures.** 8x8 shall implement and maintain at least the following administrative, physical, and technical safeguards to protect Customer Personal Data that 8x8 processes through the Ordered SaaS Services:

- (a) Maintaining a written information security program for all 8x8 systems that process Customer Personal Data (“**8x8 Systems**”);
- (b) Ensuring the 8x8 Systems’ safeguards comply with FISMA, NIST 800-53 r5, or a reasonably equivalent data security framework;
- (c) Regularly assessing information security risks to the 8x8 Systems and associated information processing activities and the effectiveness of the 8x8 Systems’ information security controls;
- (d) Maintaining and updating a business continuity and disaster recovery plan;
- (e) Using commercial reasonable efforts to prevent the introduction of malicious code into the 8x8 Systems;
- (f) Using commercial reasonable efforts to encrypt Customer Personal Data while at rest and in transit within the 8x8 Systems;
- (g) Limiting access to information on the 8x8 Systems to authorized individuals;
- (h) Limiting physical access to the 8x8 Systems to authorized individuals;
- (i) Training users of the 8x8 Systems regarding the information security risks associated with their activities and applicable laws and policies; and
- (j) Imposing formal sanctions for 8x8 personnel failing to comply with 8x8’s information security policies and procedures.

**DPA-6. Customer Personal Data Processing Details.** The following terms shall apply to 8x8’s processing activities to the extent Customer orders or uses the following SaaS Services.

	<b>8x8 UCaaS*</b>	<b>8x8 CCaaS*</b>
<b>Subject-matter of processing</b>	8x8’s voice over IP cloud services, which enable customers and end Users to (i) communicate across a range of digital devices, and (ii) make phone calls, join video conferences, send text messages, manage voicemails, and access their corporate directory.	8x8’s cloud-based contact center service, which enable customers and end Users to (i) create and operate contact centers from a range of digital devices, (ii) manage call routing and campaigns, and (iii) run reports to monitor traffic and Agent performance.
<b>Duration of processing</b>	The Effective Period.	
<b>Nature/ purpose of processing</b>	Provision of the Ordered SaaS Services as set out in the Agreement. End Users may use the SaaS Services to transmit, receive, and/or store audio, textual, visual, and video content in the form of voice calls, video calls, voicemails, voice recordings, internet facsimiles, text and other messages, video meetings, and device screen shares or captures. They may also record and/or store (and upload, for 8x8 CCaaS) within the Ordered SaaS Services information (such as profiles for individual contacts or notes regarding a call or support case or ticket) regarding the third parties with or about whom they communicate through the Ordered SaaS Services. Customer can also decide whether to integrate additional third-party tools into the Ordered SaaS Services (such as CRM or email tools) to provide an integrated user experience.	
<b>Type of Personal Data</b>	Name, contact details, and job-related Personal Data (such as work title and email address); Personal Data regarding calling and other communications activity and preferences and usages of the Ordered SaaS Services; IP addresses; web browsing and online searching activity and accessing of the Ordered SaaS Services (for 8x8 CCaaS); or access to videos, emails, written materials, product demonstrations, and other content; any Personal Data voluntarily disclosed to an end User or third party with whom an end User communicates.	
<b>Categories of data subjects</b>	Users of the Ordered SaaS Services, and those with whom they communicate, record, or store information through the Ordered SaaS Services.	

<b>Obligations/rights of controller</b>	As set out in the Agreement.
<b>Frequency of transfer</b>	Continuous.

\*Includes the relevant service whether ordered/provided as a stand-alone service or as included in a product bundle that includes other services (such as in 8x8 Editions or 8x8 X Series).

**DPA-7. Third-Party Services.** Where Customer uses or has requested third-party services be made available as part of the Ordered SaaS Services, Customer agrees any processing of Customer Personal Data that relates to such third-party services shall be carried out by the third party directly, and 8x8 shall have no liability or responsibilities as to such processing. Any terms governing such processing shall be as set out in a separate agreement between Customer and the third party.

**DPA-8. Transfers in the UK, EEA, and Switzerland.**

**DPA-8.1. Transfer Restrictions.**

- (a) 8x8 shall not transfer Customer Personal Data outside of the UK, the European Economic Area ("EEA") or Switzerland without taking measures necessary to ensure the transfer complies with Applicable Data Protection Law. Such measures may include (without limitation) transferring Customer Personal Data to a recipient in a country that the UK, European Commission ("EC"), or Switzerland (respectively) has decided provides adequate protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the UK, EC, or Switzerland (respectively).
- (b) To the extent that Customer uses Ordered SaaS Services to process UK/EEA/Swiss Customer Personal Data in a country that has not been designated by the EC, UK Government, or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, Sections 8.2 (EEA Transfers) to 8.4 (Switzerland Transfers) of this DPA shall apply. In the event of a conflict between the terms of the Standard Contractual Clauses and the other parts of this DPA, the Standard Contractual Clauses (per Sections 8.2 (EEA Transfers) to 8.4 (Switzerland Transfers)) shall control.

**DPA-8.2. EEA Transfers.** Where Customer exports Customer Personal Data for an EEA data subject to 8x8 in a country that the EC has not determined adequately protects Personal Data, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the "EU SCCs") shall be incorporated into the Agreement by reference as follows:

- (a) Module Two shall apply for Customer Controller Personal Data;
- (b) Module Three shall apply for Customer Processor Personal Data;
- (c) In Clause 7, the optional docking Clause shall not apply;
- (d) In Clause 9, Option 2 shall apply, and the time period for prior notice of sub-Processor changes shall be as set out in Section 5.3 (Subcontracting) of this DPA;
- (e) In Clause 11, the optional language shall not apply;
- (f) In Clause 17, Option 1 shall apply, and the EU SCCs shall be governed by the law of Ireland;
- (g) In Clause 18(b), disputes shall be resolved before the courts of Ireland;
- (h) In Annex I:

Part A:

Name	Address	Contact person's name, position, contact details	Activities relevant to the data transferred under these Clauses	Role (controller/processor)
8x8, Inc.	675 Creekside Way, Campbell, CA 95008	Brendan Kasper, DPO, <a href="mailto:dpo@8x8.com">dpo@8x8.com</a> , +1-646-751-7323	Provision of Ordered SaaS Services	Processor
As set forth in	As set forth in the initial Order	The individual and email address in Customer's initial Order or otherwise	Use of 8x8 UCaaS and/or CCaaS	Controller and/or Processor

the initial Order		communicated by Customer via notice to 8x8.	Ordered SaaS Services	
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Part B: with the relevant portions of Section 6 (Customer Personal Data Processing Details) of this DPA; and

Part C: in accordance with the criteria set out in Clause 13(a) of the EU SCCs;

(i) In Annex II: with the Security Measures in Section 5.8 of this DPA.

**DPA-8.3. United Kingdom Transfers.** Where Customer, as a data exporter, transfers Customer Personal Data for a United Kingdom data subject to 8x8, as a data importer, in a country that the United Kingdom has not determined adequately protects Personal Data, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**") shall be incorporated into the Agreement by reference as follows:

- (a) For Customer Controller Personal Data, the EU SCCs, completed as set out above for EEA Customer Controller Personal Data, shall apply to transfers of such data and shall be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Customer Controller Personal Data. In addition, tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out above for EEA Customer Controller Personal Data (as applicable), with the Security Measures in Section 5.8 of this DPA, and table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party."
- (b) For Customer Processor Personal Data, the EU SCCs, completed as set out above for EEA Customer Processor Personal Data, shall apply to transfers of such data and shall be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Customer Processor Personal Data. In addition, tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out above for EEA Customer Processor Personal Data (as applicable), with the Security Measures in Section 5.8 of this DPA, and table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party."

**DPA-8.4. Switzerland Transfers.** Where Customer, as a data exporter, transfers Customer Personal Data for a Swiss data subject to 8x8, as a data importer, in a country that Switzerland has not determined to have adequate protection for Personal Data, EU SCCs appropriate for Customer Controller Personal Data and/or Customer Processor Personal Data shall be deemed entered into (and incorporated into the Agreement by reference) with the following modifications:

- (a) The term "member state" in the EU SCCs shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs; and,
- (b) The references in the EU SCCs to the GDPR shall be deemed as references to the FADP insofar as the data transfers are subject to the FADP.

# 8x8 UCaaS/CCaaS REGIONAL TERMS

Version: September 19, 2023

**A. Applicability.** These 8x8 UCaaS/CCaaS Regional Terms (these “**Regional Terms**”) apply only to Ordered Products provided to a Customer location identified by a physical address in the Agreement (a “**Customer Location**”) in the US or Canada, or Australia. However, if a provision of these Regional Terms expressly references another country or region, that provision shall apply only to Ordered Products provided to a Customer Location in such country or region. Capitalized terms not defined in the Regional Terms are as defined elsewhere in the Terms.

**B. Numbers and Porting.** Subject to (1)-(3) below, 8x8 shall support number portability under applicable Law for UCaaS Ordered SaaS Services involving telephone numbers that (i) 8x8 or its Affiliate provides to Customer (“**8x8 Numbers**”) or (ii) Customer ports into 8x8 or its Affiliate (“**Ported-In Numbers**”):

- 1. Availability of Porting.** In the US and Canada, number portability depends on the cooperation of third parties outside of 8x8’s control. In other countries, portability may be unavailable under certain circumstances (e.g., if 8x8 has no porting agreement with a relevant carrier), and so Customer may be unable to port numbers when transferring service to or from 8x8 or its Affiliate.
- 2. 8x8 Numbers.** 8x8 shall use commercially reasonable efforts to help Customer retain numbers assigned to the Ordered SaaS Services during the Effective Period. However, 8x8 Numbers may be changed on reasonable notice to Customer where 8x8 or its Affiliate determines in good faith that such change is required by Law or by a valid third-party claim to such 8x8 Numbers.
- 3. Port-Outs.** If Customer requests, 8x8 shall use commercially reasonable efforts to help Customer port out 8x8 Numbers and Ported-In Numbers either on termination of the Agreement or a Reduction. However, (a) outside of the US and Canada 8x8 shall have no obligation to port out 8x8 Numbers if doing so would require porting out a larger block of numbers, and (b) 8x8 may charge a reasonable administrative fee for each actual or attempted port-out (to the extent permitted by Law).

**C. Emergency Calling Labels.** For UCaaS telephony Ordered SaaS Services ordered to a US or Canada Customer Location, 8x8 shall provide Customer with warning labels regarding limitations or unavailability of 911 emergency dialing. Customer shall place a label on or near any equipment that may be used with Ordered SaaS Services and ask 8x8 for additional labels if necessary.

**D. Reverse Charge of GST in Australia.** The Agreement’s prices do not include goods and services tax (“**GST**”) payable by Customer. The Parties shall account for Australian GST on Ordered Products provided to a Customer Location in Australia pursuant to the reverse charge provisions of Division 83 of the A New Tax System (Goods and Services Tax) Act 1999 and confirm that such Ordered Products are provided to Customer and not a resident agent. 8x8 confirms it does not have a permanent establishment in Australia for providing Ordered Products nor does it provide them through an enterprise that it carries on in Australia.

## UNITED KINGDOM AND EUROPE SUPPLEMENT TO 8x8 UCaaS/CCaaS REGIONAL TERMS

Version: September 19, 2023

**EU-1. Applicability.** This United Kingdom and Europe Supplement to 8x8 UCaaS/CCaaS Regional Terms (this “**Supplement**”) is a supplement to the Regional Terms and applies solely to Ordered Products provided to a Customer Location in the UK or Europe. The 8x8 entity that provides Ordered Products in the UK or Europe, and to which this Supplement relates, is 8x8 UK Limited (trading as 8x8), registered in England with company number 05083841 (Oxford House, Bell Business Park, Smeaton Close, Aylesbury, Buckinghamshire HP19 8JR), as per the relevant Order. In this Supplement, references to 8x8 refer to 8x8 UK Limited. As among 8x8, Inc. and all of its Affiliates, 8x8 UK Limited shall be solely liable for such applicable Ordered Products and their related Orders.

**EU-2. UK Europe Emergency Calling Notice.** Customer acknowledges the emergency calling notice at <https://www.8x8.com/terms-and-conditions/europe-emergency-calling-notice>, which applies to 8x8 UCaaS or 8x8 CCaaS Ordered SaaS Services within the scope of this Supplement.

**EU-3. Numbers and Porting.** All provisions of Section B (Numbers and Porting) of the Regional Terms shall apply to Ordered SaaS Services within the scope of this Supplement other than provisions expressly applicable to the US and/or Canada. 8x8 shall take reasonable steps to ensure transfer and activation of numbers is completed as soon as reasonably practicable in accordance with applicable Laws. Customer acknowledges technical and procedural requirements relating to number transfers may impact their timing, such as where 8x8 requires an agreement with another communications provider relating thereto. Customer may request a credit against its next bill for the period from the second business day after the confirmed transfer date through the number transfer completion date, which shall be in full and final settlement of any claim Customer may have against 8x8 or its Affiliates (present or future) relating to the delay, calculated as follows: [monthly charges for the Ordered SaaS Services for such number] times 12, divided by 365, times [number of days delayed until porting is complete]. Notwithstanding the foregoing any date change due to a delay in

fulfilling the porting activation requirements shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation unless applicable Law provides otherwise.

#### Country-Specific Contact Details/Information.

Ombudsman Service Scheme in Belgium†	See <a href="http://www.ombudsmantelecom.be">www.ombudsmantelecom.be</a> ; also: <i>The Office of the Ombudsman for Telecommunications</i> Boulevard Roi Albert II 8 boîte 3, 1000, Brussels, Belgium Telephone: 02 223 09 09; Fax: 02 219 86 59 E-mail: <a href="mailto:plaintes@mediateurtelecom.be">plaintes@mediateurtelecom.be</a> ; <a href="mailto:klachten@ombudsmantelecom.be">klachten@ombudsmantelecom.be</a>
Dispute Service Scheme in Germany	See <a href="https://www.bundesnetzagentur.de/DE/Beschlusskammern/BK11/BK11.html">https://www.bundesnetzagentur.de/DE/Beschlusskammern/BK11/BK11.html</a>
National Regulatory Authority in Ireland*	Commission for Communications Regulation (CommReg) 1 Dockland Central, Guild Street, Dublin 1, D01 E4X0
CommReg Dispute Service Scheme in Ireland	See <a href="https://www.comreg.ie/queries-complaints/">https://www.comreg.ie/queries-complaints/</a>
National Regulatory Authority in Netherlands*	Authority for Consumers and Markets PO Box 16326, 2500 BH The Hague, The Netherlands Telephone: +31 70 7222 000; Fax: +31 70 7222 355
National Regulatory Authority in Poland*	The President of the Office of Electronic Communications (Urząd Komunikacji Elektroniczej) 18/20 Kasprzaka Street, 01-211 Warsaw, Poland Telephone: +48 22 53 49 156; Fax: +48 22 53 49 155 E-mail: <a href="mailto:uke@uke.gov.pl">uke@uke.gov.pl</a> ; Online: <a href="https://www.uke.gov.pl/kontakt/">https://www.uke.gov.pl/kontakt/</a>
National Regulatory Authority in Sweden*	The Swedish Post and Telecom Authority (PTS) Box 5398, SE-102 49 Stockholm, Sweden Telephone: +46 8 678 55 00; Telefax: +46 8 678 55 05 E-mail: <a href="mailto:pts@pts.se">pts@pts.se</a>

\*For Ordered SaaS Services that are telecommunications services.

†If an ombudsman service scheme applies, the ombudsman will consider both sides of the complaint and resolve the dispute. That decision shall bind 8x8, but Customer may reject it and pursue other avenues.

**EU-5. Customer Support.** For further details, Customer may contact 8x8 support at [uk-support@8x8.com](mailto:uk-support@8x8.com) or such other address 8x8 may provide from time to time, or by calling 8x8's main line +44 (0)02070966060 and clearly stating Customer requires support.

**EU-6. B2B Contract; List Pricing.** Customer is buying Ordered Products as a business user under a business-to-business contract. All relevant current list pricing is available at [www.8x8.com/uk](http://www.8x8.com/uk).

**EU-7. Payment and Dispute Resolution for Spanish Customers.** Spanish Customers with Ordered SaaS Services provided to a Customer Location in Spain may ask to pay by generally market-accepted means other than direct debit, and may address claims regarding Ordered Services to the Spanish Secretaría De Estado De Las Telecomunicaciones Y Para La Sociedad De La Información.

#### EU-8. Supplemental Terms for Italy Ordered Products.

**EU-8.1. Applicability.** Section EU-8 (Supplemental Terms for Italy Ordered Products) applies solely as to Ordered Products provided to a Customer Location in Italy and, as to any such Ordered Products, shall prevail in any conflict with the other parts of the Terms.

**EU-8.2. Number Porting in Italy.** In addition to the provisions of Section EU-3 (Numbers and Porting) of this Supplement:

- (a) pursuant to Resolution no. 11/06/CIR, issued by the Authority for the Guarantees in Telecommunications (“**AGCOM**”), setting forth “Regulations on the supply of VoIP (Voice over Internet Protocol) services, and supplement to the National Numbering Plan” (the “**Regulation**”) and art. 73 of Italian Legislative Decree 1 August 2003 no. 259 (CCE or Legislative Decree no. 259/2003) (the “**Electronic Communication Code**”), 8x8 takes all necessary measures to ensure uninterrupted access to emergency services;
- (b) pursuant to Law 31 July 2005, no. 155, concerning the identification of clients and data retention of telephone traffic, to register with 8x8, Customer must provide 8x8 with a copy of its identity document (and of Users or other third parties allowed to use the Ordered SaaS Services);
- (c) pursuant to the Regulation and art. 96 of the Electronic Communication Code, in case of performances in the interest of justice, 8x8 may be required to reply to the request of information from the public authority;
- (d) pursuant to the Regulation and art. 79 of the Electronic Communication Code, the number of the calling party is visible, in accordance with relevant national and EU legislation on protection of personal data and privacy. To the extent technically feasible, 8x8 provides data and signals to facilitate the offering of calling line identification performance and tone dialing across Member States’ borders;
- (e) pursuant to the Regulation, Customer acknowledges and agrees that geographic numbers can be used for Ordered SaaS Services provided at a fixed location, such that for the publicly Available Telephone Services (PATS) at fixed locations (*i.e.*, telephone services

beginning with “0”), nomadism is allowed only within the originating telephone district. Accordingly, Customer expressly agrees not to use, or allow Users or other parties to use, geographic numbers outside the corresponding district (*e.g.*, Customer shall not use a number beginning with “02” for a phone call from outside the district of Milan). Thus, the VoIP terminal must be installed exclusively in properties located in the calling area corresponding to the assigned geographic district; and

- (f) pursuant to the Regulation, Customer is allowed to call and receive calls from users of all communication networks, Italian and foreign, including mobile, networks, which use numbers of a national or international numbering plan.

**EU-8.3. Tariffs in Italy.** The tariff for a call directed to a nomadic number will not exceed the tariff applicable to a call to a geographic number.

**EU-8.4. Express Consent in Italy.** Pursuant to articles 1341 and 1342 of Italian Civil Code, by entering into the Agreement, Customer expressly agrees and approves of the following Sections of the Terms: 2.4 (SaaS Services Limitations), 2.5 (Third-Party Offerings and Integrations), 2.6 (Suspension and Restriction), 3 (Equipment), 7.1, (Payment of Billed Amounts), 7.2 (Disputed Amounts), 9 (General Representations and Warranties; Warranty Disclaimer), 11 (Term and Renewal), 12 (Termination), 13 (Indemnification), 14 (Exclusions and Limitations of Liability), 15 (Dispute Resolution), 16.2 (Governing Law; Jurisdiction), and 16.3 (Force Majeure).

**EU-8.5. Dispute Resolution in Italy.** According to art. 1, paragraph 11, of Law no. 249/97, any disputes, identified by AGCOM, that may arise between Customer and 8x8 must be mandatorily referred to the alternative dispute resolution procedure provided by the Regional Committee for Telecommunications (CORECOM) before proceedings are commenced, pursuant to the current regulation (Resolution no. 173/07/CONS and following, issued by AGCOM).

# 8x8 UCAAS/CCAAS USE POLICY

Version: September 19, 2023

**I. Definitions; Former Title.** Capitalized terms not defined in this 8x8 UCaaS/CCaaS Use Policy (this “**Use Policy**”) are as defined elsewhere in the Agreement or other document to which this Use Policy applies. For the avoidance of doubt, any reference in any document to the “8x8 Virtual Office and Virtual Contact Center Use Policy” shall be deemed to refer to this Use Policy, which was formerly titled as such.

**II. Scope of Customer Responsibility.** Customer shall be responsible and liable for all access to or use of the Ordered SaaS Services or the 8x8 Platform by or on behalf of itself or the Users (all such use, “**Customer Use**”), and for the foregoing parties’ compliance with this Use Policy (with their breach of it being attributable to Customer).

**III. Determination of Requirements.** Customer shall be solely responsible for understanding and complying with all of the following as applicable to Customer Use or the transport or use of Ordered Equipment: (a) Laws; (b) contractual obligations; (c) Foreign Requirements (defined below); (d) network/wireless carrier requirements; and (e) industry-standard frameworks (e.g., the Mobile Marketing Association Guidelines relating to texting) (collectively, the “**Requirements**”). Without limitation, the Requirements might include Laws relating to: (i) importing or exporting products, technologies, data, or other materials; (ii) marketing, solicitation, business practices, telecommunications, or electronic communications (e.g., the US Telephone Consumer Protection Act of 1991 (TCPA) and Canada’s Anti-Spam Legislation (CASL)); (iii) the privacy or security of personal data; and (iv) wiretapping, surveilling, monitoring, or recording communications or other activities (which Laws might prohibit or restrict use of certain SaaS Services features, such as Barge-Monitor-Whisper and Quality Management). The Customer Parties shall not rely on the 8x8 Parties’ statements as legal advice relating to the foregoing.

**IV. Use Outside of Primary Market.** Because the SaaS Services are nomadic, they could be accessed from virtually anywhere in the world (not just the Primary Market). While the Terms do not prohibit Customer Use outside of the Primary Market, 8x8 makes no promises, representations, or warranties as to whether such Customer Use complies with restrictions imposed by Law, carriers, ISPs, etc. outside of the Primary Market (“**Foreign Requirements**”). Customer shall be solely responsible for ensuring Customer Use complies with Foreign Requirements, regardless of whether an 8x8 Party consents to such Customer Use.

**V. Policy Requirements.** Customer agrees, represents, and warrants that:

(a) **Compliance** – All Customer Use and use and transport of Ordered Equipment shall comply with all applicable Requirements.

(b) **Consents, Etc.** – Customer has obtained all consents, licenses, rights, authorizations, and/or permits, and provided all disclosures and notifications, required for or in connection with Customer Use.

(c) **Do-Not-Call List** – If Customer Use involves telemarketing, solicitation, or substantial outbound activities, Customer shall maintain and enforce an accurate, current, and comprehensive “do not call” list to prevent contacting applicable parties.

(d) **No Resale** – Ordered SaaS Services shall not be sold/resold, leased/subleased, licensed/sublicensed, rented, time-shared, or otherwise made available other than to Customer Affiliates, and all Customer Use shall only be for Customer’s or its Affiliate’s internal business use.

(e) **Documentation** – All Customer Use shall be consistent with the applicable Documentation.

(f) **Equipment** – Customer shall order Ordered Equipment solely for use with Ordered SaaS Services.

(g) **No Bribery** – Neither the Customer Parties nor Users of Ordered SaaS Services have received or been offered a bribe, kickback, or illegal or improper thing of value from any 8x8 Party in connection with the Agreement.

(h) **Other Prohibited Uses and Activities** – Customer Use shall not involve, promote, or facilitate any: (i) fraudulent, criminal, defamatory, harassing, harmful, misleading, threatening, unlawful, or tortious conduct; (ii) transmission of misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value; (iii) transmission, storage, or distribution of any materials containing any virus, time bomb, Trojan horse, worm, malware, spyware, adware, cancel bot, or similar programs, files, or code; (iv) misappropriation of 8x8’s or a third party’s property, or infringement of 8x8’s or a third party’s property, intellectual property, privacy, or other rights; (v) accessing or use of SaaS Services in or from a US-embargoed country; or (vi) conduct that could reasonably cause the 8x8 Providers to violate any Law.

(i) **Export Control** – Neither the Customer Parties nor the Users of Ordered SaaS Services shall be on any US government-denied party list during any period when they can access or use the Ordered SaaS Services (the “**Access Period**”).



- (j) **Reasonable Business Use** – Ordered SaaS Services shall be used solely for reasonable business use which, for “unlimited,” “Editions,” or X Series plans, features, or functionalities, means three (3) times the average monthly usage of such SaaS Services by all 8x8, Inc. customers.
- (k) **Registration Information** – During the Access Period, Customer shall (i) ensure all account, Agent, and registration information (including without limitation Customer’s legal name and payment information, Customer/Agent contact information, and any personal data included therein) (“**Registration Information**”) is accurate, legal, legally obtained, and complete, (ii) promptly update Registration Information as needed to ensure its accuracy, and (iii) promptly verify any Registration Information on 8x8’s request.
- (l) **Network Requirements** – Customer shall ensure all aspects of any applicable network environments comply with the Documentation and are configured appropriately for Customer’s proposed use of Ordered SaaS Services.
- (m) **Use With Supported Devices** – All Customer Use (other than via an 8x8 desktop or mobile application) shall be via equipment then-listed at [www.8x8.com/CommunicationsSolutions/Equipment](http://www.8x8.com/CommunicationsSolutions/Equipment) (“**Supported Devices**”) or pre-approved by 8x8 in writing for such Customer Use. Regardless of any such approval, 8x8 shall not be liable for or obligated to support Customer Use with equipment other than Supported Devices.
- (n) **Security of Ordered Products** – During the Access Period, Customer shall: (i) use reasonable and appropriate safeguards to prevent unauthorized access to or use of the Ordered SaaS Services and/or the related account(s), including data transmitted, received, or stored in or through them, and any equipment used to access them; and (ii) promptly give 8x8 notice of any such unauthorized activity and cooperate with 8x8 to address or prevent any such incident. Without limiting the foregoing, Customer shall (1) ensure Agents choose robust passwords, change passwords regularly, only disclose passwords to authorized 8x8 support agents, and log off from accounts at the end of each access session, and (2) not modify any of the above-described equipment without 8x8’s express written consent.
- (o) **Updates and Security** – During the Access Period, the Customer Parties and the Users shall (i) promptly install all upgrades, bug fixes, patches, and other corrections for the SaaS Services the 8x8 Providers make available, and (ii) do nothing that could reasonably (1) compromise the integrity or security of the 8x8 Providers’ services, platforms, or networks, or (2) materially damage or compromise the privacy of the 8x8 Providers or the 8x8 Providers’ customers.
- (p) **Prohibited Acts** – During the Access Period, neither the Customer Parties nor the Users shall (i) use, inspect, possess, copy, reverse engineer, or attempt to discover the source code of any component of the 8x8 Platform or any source code used to create any such component unless expressly permitted by Law; (ii) exploit the SaaS Services’ undocumented features; (iii) attempt to scan the 8x8 Providers’ or their customers’ networks, environments, or systems for penetration or security assessment purposes, or hack or gain unauthorized access to any such network, environment, or system; (iv) trunk or forward any extensions or numbers associated with the SaaS Services to a private branch exchange or key system, or to other numbers that can process multiple calls simultaneously; or (v) access or use any SaaS Services to build a competitive product, for benchmarking or competitive purposes, or to monitor their availability, performance, or functionality.
- (q) **Oversight of Agents** – During the Access Period, Customer shall: (i) ensure each UCaaS Ordered SaaS Services extension and its associated login (other than Conference Extensions) is only accessed and used by the Agent then-assigned to it; (ii) only designate as Agents, or allow to access or use the Ordered SaaS Services, individuals over whom Customer has sufficient control to ensure they comply with this Use Policy; and (iii) train and oversee Users to ensure they comply with this Use Policy.
- (r) **Alarm Systems** – Ordered SaaS Services are not intended to be used to carry alarm signals (as power failures and various incompatibles with alarm systems for VoIP could cause the alarm system to not work when it is needed).
- (s) **SMS Campaign Registration** – Customer shall be solely responsible for submitting Short Message Service (“**SMS**”) campaign registration applications [with the Campaign Registry (currently at [www.campaignregistry.com](http://www.campaignregistry.com))] and for the content and costs of such submissions, and Customer acknowledges 8x8’s ability to provide SMS functionality through the Ordered SaaS Services is expressly conditioned on third-party approval from the Campaign Registry.
- (t) **911 Regulatory Disclosure** – CUSTOMER ACKNOWLEDGES IT HAS REVIEWED THE 911 AND EMERGENCY SERVICES NOTICE AT <https://www.8x8.com/terms-and-conditions/911-notice>.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1113**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON ADDING  
CHAPTER 14.16 TO TITLE 14 OF THE CITY OF MEDICAL LAKE MUNICIPAL  
CODE ESTABLISHING MAINTENANCE OF VACANT COMMERCIAL SPACE IN  
THE CENTRAL BUSINESS DISTRICT**

WHEREAS, the City of Medical Lake (“City”) desires to address vacant, abandoned, or foreclosed buildings, structures, or properties (collectively “Properties”) in the City’s Central Business District, both currently and in the future, to proactively deter vandalism and detect decay, which protects the quality and value of the Properties and the integrity of the Central Business District; and

WHEREAS, the City Council believes Properties, which are, or are soon to be vacant, foreclosed, or subject to foreclosure proceedings, have an adverse and deleterious impact on the vitality and use of the areas in which they are located and on the general well-being of the City and its citizens under RCW 35.80.010; and

WHEREAS, the City Council is aware of Properties within the City, which are owned and/or controlled by entities and/or individuals who may or have been reluctant to voluntarily incur the cost and expense of adequately maintaining the Properties to the standard found in the areas surrounding such Properties; and

WHEREAS, the City Council believes it necessary that certain registration and maintenance requirements be imposed on the owners and lenders of these Properties in order to minimize, if not eliminate, some of the adverse effects these Properties have on the Central Business District, the City, and its’ citizens.

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington, do ordain as follows:

**Section 1.**     **Adoption.** That a new Chapter 14.16 is added to Title 14 of the City of Medical Lake Municipal Code, entitled “”Maintenance of Vacant Commercial Space In The Central Business District”, is hereby adopted as attached to this Ordinance as Exhibit A, and incorporated herein.

**Section 2.**     **Administrative Code Interpretations Authorized.** In the event of any question or uncertainty regarding the applicability of this Ordinance, the City Administrator, or his/her designee is hereby authorized to make such administrative code interpretations as may be necessary to implement this Ordinance.

**Section 3.**     **Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Terri Cooper, Mayor

**ATTEST:**

\_\_\_\_\_  
Koss Ronholt, City Clerk/Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sean P. Boutz, City Attorney

## **Chapter 14.16**

# **MAINTENANCE OF VACANT COMMERCIAL SPACE IN THE CENTRAL BUSINESS DISTRICT**

### **14.16.010 Scope.**

The provisions of this chapter apply to all structures in the Central Business District (CBD), unless otherwise stated. All Responsible Persons (as defined in MLMC Section [14.16.030](#)) shall comply with the requirements of this chapter.

### **14.16.020 Administration.**

This chapter will be administered by the City building official, who may adopt administrative rules and regulations consistent with its terms. The building official (or designee), or code enforcement officers, or both are authorized to enforce this chapter.

### **14.16.030 Definitions.**

For the purposes of this chapter:

“Central Business District” means the area in the City of Medical Lake as defined in the Medical Lake Municipal Code (MLMC), [17.08.058, as now or hereafter amended](#).

“City” means the city of Medical Lake, its officers, employees, and agents.

“Commercial space” means any portion of a Structure in the CBD that is not intended for residential use.

“Evidence of vacancy”—means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the Structure is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passerby, delivery agents, or government employees that the Structure is vacant; or the absence of any business or operational activities where the Structure is located.

“Lender” means any person, partnership, association, corporation, financial institution, or other entity that makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgages; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any

mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.

“Occupied” A commercial space is considered occupied if a permitted, nonresidential use is physically located and lawfully operating in the space for at least six (6) consecutive months.

“Responsible person(s)” means any person, Lender, firm, association, corporation or any agent thereof owning, leasing, renting or having lawful possession of a Structure in the CBD.

“Structure” means any unimproved or improved real property, or portion thereof, situated in the City CBD, and includes the buildings or structure(s) located on said property regardless of condition.

“Vacant commercial space” means any portion of a street-level commercial Structure that, on or after January 1, 2024, is not occupied and has not been occupied during the preceding ninety (90) days.

#### **14.16.040 General minimum maintenance requirements.**

All Responsible Persons shall perform the following with respect to each Structure they own, lease, rent or lawfully possess:

- A. Maintain all exterior surfaces, including but not limited to doors, windows, door and window frames, cornices, porches, trim, balconies, decks, and fences, in good condition.
- B. Protect exterior wood surfaces, other than decay-resistant woods, from the elements and decay with paint or other protective covering or treatment. If protection of the surface is compromised, restore adequate protection within a reasonable time; for example, remove peeling, flaking or chipped paint and repaint the compromised surface.
- C. Cause all siding and masonry joints and joints between the building envelope and the perimeter of windows, doors, and skylights to be weather-resistant and watertight.
- D. Coat all metal surfaces subject to rust or corrosion, except those designed to be stabilized by oxidation, to inhibit rust and corrosion, after first stabilizing any existing rust and corrosion. Remove oxidation stains from exterior surfaces.
- E. Maintain all exterior walls free from moss, algae, dirt, grime, holes, breaks, and loose or decaying materials. Weatherproof and properly coat the surface of all exterior walls when required to prevent deterioration.
- F. Maintain the roof and flashing of all structures so that they are sound, tight, free of moss, algae or defects that admit rain, attract pests or create a public nuisance. Maintain adequate roof drainage to prevent dampness and deterioration in the walls and inside the structure. Maintain roof drains, gutters, and downspouts in good repair and free from obstructions.
- G. Maintain and keep Structure free of conditions including, but not limited to:

1. Weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
2. Accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discard personal items including, but not limited to, furniture, clothing, or large and small appliances, and
3. Graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the Structure.

H. Take any other action necessary to prevent giving the appearance that the Structure is vacant and/or abandoned.

I. Post the Structure with the name and twenty-four (24) hour contact phone number of the local property manager as follows:

THIS PROPERTY IS MANAGED BY [insert name], TO REPORT PROBLEMS OR CONCERNS, PLEASE CALL [insert phone number]. The posting shall be no less than eighteen inches by twenty four inches (18" x 24") and shall be of a font that is legible from a distance of at least forty five feet (45'). The posting shall be placed on the interior of a window to the front of the property (facing the street) so it is visible from the street, or secured to the exterior of the building/structure to the front of the property (facing the street) so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials.

J. Monitor the Structure as necessary to prevent the creation of a nuisance.

K. Comply with other applicable portions of the Medical Lake Municipal Code, as now or hereafter amended.

#### **14.16.050 Vacant commercial space registration.**

A. At least one (1) Responsible Person for each Vacant Commercial Space must register that space with the City within ten (10) calendar days of the date the space becomes Vacant Commercial Space, as that term is defined in MLMC Section [14.16.030](#), unless:

1. The Vacant Commercial Space is the subject of a current, valid building permit for repair or rehabilitation and the Responsible Person provides proof, such as receipts, invoices or executed contracts, that the repair or rehabilitation is proceeding without significant delay;  
or

2. The Vacant Commercial Space meets all applicable codes and regulations that apply to a permitted nonresidential use, and the Responsible Person is actively attempting to sell, lease, or rent the Structure (which is evidenced, in part, by appropriate signage); or

3. The Structure where the Vacant Commercial Space is located is the subject of a land use application for redevelopment for which approval has been granted, but building permits are pending and have yet to be issued (within 60 days).

B. A Vacant Commercial Space will be considered to be registered on the date the City receives, on a form provided by the building official and properly completed and signed by a Responsible Person, the following information:

1. The street address and parcel number of the Vacant Commercial Space;
2. The name, address, and daytime and evening telephone numbers of each Responsible Person for the Vacant Commercial Space, including any owner or tenant;
3. The period of time the Vacant Commercial Space is expected to remain vacant; and
4. Any other information requested by the building official for the administration of this chapter.

C. A Responsible Person must post the following notice inside every Vacant Commercial Space so as to be clearly visible to all potential tenants, lessees, renters or buyers upon entering such space but not visible from outside the space:

This Vacant Commercial Space is registered with the City of Medical Lake.

This Vacant Commercial Space may not meet all applicable codes and regulations, which may include codes and regulations required to occupy the space for a permitted use in the Central Business District.

The Vacant Commercial Space was registered on \_\_\_\_\_ [insert date]

D. A Responsible Person must renew the registration of each Vacant Commercial Space on or before January 1st of each year that such space remains vacant. A Responsible Person must submit the renewal application to the City on forms provided by the building official.

E. Upon satisfactory proof to the building official that the Vacant Commercial Space is occupied as defined in MLMC Section [14.16.030](#), the Vacant Commercial Space will be unregistered. Proof of physical occupation may include, but is not limited to, usable furniture, office equipment, retail inventory or other equipment and inventory in the Vacant Commercial Space that are consistent with the unit's intended use, and persons regularly present at and using such space for its intended use. Proof of physical occupancy must also include documentation, which may include, but is not limited to, a current, executed lease agreement, paid utility receipts reflecting payments for six (6) consecutive months from the month the Vacant Commercial Space is Occupied, or valid state and local business licenses, federal income

tax or City business and occupation tax statements indicating the subject space is the official business address of the person or business claiming occupancy.

F. The determination of the number of Vacant Commercial Spaces a Structure contains will be at the reasonable discretion of the building official.

#### **14.16.060 Window displays for commercial spaces not occupied for thirty days.**

When Commercial Space is unoccupied for more than thirty (30) days, a Responsible Person must take steps to maintain a vibrant streetscape and avoid adverse impacts on neighborhood character by applying measures to all ground-floor windows that face sidewalks, streets, or public open space as defined by City policies, which are consistent with and do not conflict with the provisions of this chapter, this code, or the Revised Code of Washington.

#### **14.16.070 Fees for vacant commercial space registration.**

A. At least one (1) Responsible Person shall pay an annual registration fee for each registered Vacant Commercial Space. At least one (1) Responsible Person must pay the fee to the City at the time the Vacant Commercial Space is registered and on January 1st of each year that such space remains vacant. The fee will be based on the duration of the vacancy as determined by the following scale:

1. Two hundred fifty dollars (\$250.00) for each space vacant for less than one (1) year;
2. Five hundred dollars (\$500.00) for each space vacant for at least one year (1) but less than two (2) years;
3. Seven hundred fifty dollars (\$750.00) for each space vacant for at least two (2) years but less than three (3) years; or
4. One thousand dollars (\$1,000.00) for each space vacant for at least three (3) years and for each year thereafter until the building is Occupied.

B. The fees are intended to defray the costs of administering MLMC 14.16.070 through [14.16.120](#), and may be amended, at any time, by resolution of the City Council.

#### **14.16.080 Delinquent registration fees—Collection.**

If a Responsible Person fails to pay the registration fee by the due date, the City is authorized to take action to collect the registration fee, including filing civil actions or turning the matter over to collection, in which case costs incurred by the City, including but not limited to attorneys' fees and costs, as a result of the collection process will be assessed to the Responsible Person or in addition to the registration fee.



#### **14.16.090 Duty to amend registration statement.**

Responsible Persons for any registered Vacant Commercial Space shall advise the building official, in writing, of any changes to the information on the registration form within thirty (30) days of the occurrence of the change.

#### **14.16.100 Inspections.**

The building official (or designee), or code enforcement officers, or both are authorized to conduct inspections to enforce the provisions of this chapter.

#### **14.16.110 Enforcement.**

A. Enforcement of the provisions of this chapter will be performed in accordance with Chapter [1.01](#).

B. No Responsible Person may violate or fail to comply with any provisions of this chapter. Each Responsible Person commits a separate offense for each and every day they commit, continue or permit a violation of any provision of this chapter.

C. All Responsible Persons or Structure owner for a Commercial Space are jointly and severally responsible with respect to that Commercial Space for compliance with the provisions of this chapter and for any payments that they may be required to make to the City under this chapter. If the Commercial Space is subject to a lease, the City shall have discretion to determine whether to enforce this chapter against the Responsible Person, Structure owner, or leasing party, , or all of them, but the City shall consider in this determination whether the lease provides that the compliance with this chapter is the responsibility of the Responsible Person, Structure owner, or leasing party.

#### **14.16.120 Annual report.**

The building official shall make a report to the City Council in January of every odd year on the status of the Vacant Commercial Space registration program.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1119**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, RELATING  
TO SPECIAL EVENTS AND REPEALING AND AMENDING CHAPTER 4.30 SPECIAL  
EVENTS POLICIES AND PROCEDURES THERETO**

WHEREAS, the City of Medical Lake Municipal Code (“MLMC”), Chapter 4.30, contains the Special Events and Policies and Procedures (“SEPP”) for the City of Medical Lake (“City”); and

WHEREAS, the City Staff has reviewed the SEPP and determined that revisions and amendments to MLMC, Chapter 4.30, are necessary to address current and future needs of the City; and

WHEREAS, the City Staff has prepared such revisions and amendments to MLMC, Chapter 4.30, for the City Council’s review and consideration; and

WHEREAS, the City Council concurs in the necessary revisions and amendments to the SEPP, including repealing the entirety of MLMC, Chapter 4.30, and replacing said chapter with the policies and procedures set forth in the attached Exhibit A,

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington does ordain as follows:

**Section 1.** Amendment/Adoption. MLMC, Chapter 4.30, is hereby amended and repealed as contained herein and a new Chapter 4.30 is adopted as set forth in the attached Exhibit A and incorporated herein.

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

**Section 3.** Repealer. Upon the Effective Date of this Ordinance, MLMC, Chapter 4.30, Special Events Policies and Procedures shall be repealed in its entirety, with no further force or effect of law, and replaced with the newly created Chapter 4.30, as set forth in Exhibit A.

**Section 4.** Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of February, 2024.

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Mayor, Terri Cooper

ATTEST:

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Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

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City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

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Mayor, Terri Cooper

ATTEST:

\_\_\_\_\_  
Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

## **CHAPTER 4.30 – SPECIAL EVENTS POLICIES AND PROCEDURES**

### **Sections:**

- 4.30.010 Purpose and Intent.
- 4.30.020 Definitions.
- 4.30.030 Administration.
- 4.30.040 Permit—Required.
- 4.30.050 Permit—Not Required.
- 4.30.060 Permit—Application—Requirements.
- 4.30.070 Permit—Application—Review.
- 4.30.080 Permit—Denial.
- 4.30.090 Conditions.
- 4.30.100 Permit Issuance.
- 4.30.110 Indemnification.
- 4.30.120 Insurance Requirements.
- 4.30.130 City Services and equipment use fees.
- 4.30.140 Cleanup deposits.
- 4.30.150 Revocation of permit.
- 4.30.160 Duties of permittee/sponsor of event.
- 4.30.170 Violation—Penalty.
- 4.30.180 Severability.

### **4.30.010 Purpose and Intent.**

Special events are of infrequent occurrence and temporary in nature and may be associated with promotions, holidays, festivals, etc. Special events shall be allowed by a special event permit granted by the City of Medical Lake.

It is the specific intent to place the obligation of complying with the requirements of this chapter upon the applicant or sponsor, and nothing contained in this chapter is intended to be construed to create or form the basis for liability on the part of the City of Medical Lake, or its officers, employees, or agents for any injury or damage resulting from the failure of the applicant or sponsor to comply with the provisions stated herein.

### **4.30.020 Definitions.**

“Applicant” means any person or organization who seeks a special event permit from the City of Medical Lake to conduct or sponsor an event governed by this chapter. An applicant must be eighteen (18) years of age or older.

“Athletic event” means an occasion in which a group of persons collectively engage in a sport or form of physical exercise on a public street, sidewalk, alley or other public right-of-way, which obstructs, delays, or interferes with the normal flow of pedestrian or vehicular traffic, or does not comply with traffic laws and controls. Athletic events include bicycle and footraces, bike-a-thons, walk-a-thons, and volksmarches.

“Block party” shall mean a festive gathering on a private property or a street which may or may not require the closure of a street, or a portion thereof, to vehicular traffic, and/or use of the street for the festivity including barbeques, picnics, music or games.

“Motorcade” means any organized procession containing ten (10) or more vehicles, except funeral processions, upon a public street, sidewalk, alley or other public right-of-way.

“Parade” means any march or procession consisting of people, animals, bicycles, vehicles or combination thereof, except funeral processions, on any public street, sidewalk, alley or other public right-of-way, which obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic, or does not comply with traffic laws or controls.

“Special event” means any parade, block party, fair, show, festival, carnival, rally, party, filming of movie, video or television show, motorcade, run, street dance, bike-a-thon, race, walks, athletic event or other attended entertainment or celebration that is to be held in whole or in part upon publicly owned property and/or public right-of-way, or, if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public of public property or public rights-of-way within the vicinity of the event. Special event shall also mean any activity to be held in whole or in part upon publicly owned or controlled property and/or public rights-of-way where merchandise or services are offered for sale, whether by for profit or nonprofit organizations.

“Special event permit” shall mean the permit issued by the City of Medical Lake after the applicant has met all applicable reviews and requirements for a special event as set forth in this chapter.

“Street dance” means any dance of six (6) or more people on or within any publicly owned parking lot or other publicly owned property, or any public street, alley, sidewalk or other public right-of-way.

#### **4.30.030 Administration.**

The City Administrator or designated appointee shall, after consultation with appropriate departments and agencies, have discretionary authority regarding special event permits. The City Administrator or designated appointee may approve, modify, or condition an application for a special event permit.

#### **4.30.40 Permit—Required.**

Any person or organization desiring to conduct or sponsor a special event in the City of Medical Lake shall first obtain a special event permit.

#### **4.30.050 Permit—Not Required.**

Special event permits are not required for the following:

- A. Wedding processions or funeral processions on the streets;
- B. Parades involving a total of thirty (30) or fewer pedestrians marching along a parade route that is restricted to marching on sidewalks, and crossing streets only at pedestrian crosswalks in accordance with traffic regulations and controls;
- C. Groups of students involved in exercising as part of an organized school sports turnout;
- D. A special event sponsored in whole by the City of Medical Lake;
- E. Gatherings of people over one hundred (100) individuals in a City of Medical Lake park, unless a waiver is granted by the City Administrator, or designee. A waiver will not be granted if merchandise or services are offered for sale, or it is determined by the City Administrator, or designee that the proposed activities are outside the scope of the park's design or pose a significant liability risk or risk to public safety.

**4.30.060 Permit—Application—Requirements.**

A. Filing of Application. Any person or organization desiring to sponsor a special event not exempted by this chapter shall apply for a special event permit by filing a completed application with the City of Medical Lake Parks and Recreation Director on a form supplied by the City of Medical Lake. This application shall be filed not less than ninety (90) days in advance of the date on which the special event is to occur, if the special event requires the closure of any highway or street, any detouring traffic, or any significant impact on City of Medical Lake services. Other special events not requiring the foregoing are to be filed not less than sixty (60) days in advance of the proposed special event.

B. Waiver of Application Deadline. Upon showing of good cause or at the discretion of the City Administrator, or designee, shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other City of Medical Lake services for the event. Good cause can be demonstrated by the applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of exercising the right of free speech.

C. Information Requested on Application. In order that adequate arrangements may be made for the proper protection of the special event, the City Administrator, or designee, shall have the authority to set the information required on the application. Such information shall include but not be limited to:

1. The name of the applicant, the sponsoring organization, the special event chairperson, and the address and telephone number of each;
2. The purpose of the special event, the date when it is proposed to be conducted, the location and the hours of operation, including site map or maps, schedule of events and location of events; and



3. Such other information as the City Administrator, or designee, may deem reasonably necessary.

D. *Application Filing Fee.* The application for a special event permit shall be accompanied by a filing fee in an amount set by the City of Medical Lake Park Advisory Board.

#### **4.30.070 Permit—Application—Review.**

In reviewing the application for the purpose of determining whether the permit should be issued or denied, the City Administrator, or designee, shall notify and seek consultation with other City of Medical Lake officials and shall make such review in conformance with the grounds set forth in this chapter.

#### **4.30.080 Permit—Denial.**

The City of Medical Lake may deny an application for a special event permit if it determines from a consideration of the application, or other pertinent information, that:

A. Information contained in the application, or supplemental information requested from the applicant, is found to be false or nonexistent in any material detail; or

B. The applicant fails to complete the application form after having been notified of the additional information or documents required; or

C. The applicant refuses to agree to abide or comply with all of the conditions and terms of the permit; or

D. It is found that the purpose of the special event is principally devoted to the advertising and sale of a commercial product or service or for a private commercial process; or

E. The time, route, hours, location, or size of the special event will unnecessarily disrupt the movement of other traffic within the area; or

F. The special event is of the size or nature that requires the diversion of so great a number of police officers for the City of Medical Lake to properly police the event, site and contiguous areas that allowing the special event would unreasonably deny police protection to the remainder of the City of Medical Lake and its residents; or

G. Another special event permit application has already been received, or has already been approved, to hold another event at the same time and place requested by the applicant, or so close in time and place as to cause undue traffic congestion, or the police department and/or other City of Medical Lake departments are unable to meet the needs for police and other City of Medical Lak services for both events; or

H. The location of the special event would cause undue hardship for adjacent businesses or residents; or

I. The location of the event will substantially interfere with any construction or maintenance work scheduled to take place upon or along public property or right-of-way, or a previously granted right-of-way disturbance permit; or

J. The event shall occur at a time when a school is in session at a route or location adjacent to the school or class thereof, and the noise created by the activities of the event would substantially disrupt the education activities of the school or class; or

K. The event would endanger public safety or health; or

L. The event would seriously inconvenience the general public's use of public property, services or facilities; or

M. The applicant fails to comply with the liability insurance requirements, or the applicant's insurance lapses or is cancelled; or

N. The event would create or constitute a public nuisance; or

O. The event would be likely to cause significant damage to public property or facilities; or

P. The event would engage in or encourage participants to engage in illegal acts; or

Q. The applicant's failure to prepay any and all fees and expenses; or

R. Other issues in the public interest were identified by the City Administrator, or designated appointee.

**4.30.090 Conditions.**

The City of Medical Lake may condition the issuance of a special event permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety of persons and property, and the control of traffic; provided such conditions shall not unreasonably restrict the right of free speech. Such restrictions may include but are not limited to:

A. Alteration of the date, time, route or location of the special event proposed on the special event application;

B. Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability to the City of Medical Lake;

C. Conditions concerning the area of assembly and disbanding of a parade or other events occurring along a route;

D. Conditions concerning the accommodation of pedestrian or vehicular traffic, including restricting the special event to only a portion of a street or right-of-way transversed;

E. Requirements for the use of traffic cones or barricades;

F. Requirements for the use of City of Medical Lake personnel and equipment;

G. Requirements for the provision of first aid or sanitary facilities;

H. Requirements for the use of event monitors and providing notice of permit conditions to special event participants;

I. Requirements to provide notice to surrounding property owners;

J. Restrictions on the number and type of vehicles, animals or structures at the special event, and inspection and approval of floats, structures and decorated vehicles for fire safety;

K. Compliance with animal protection ordinances and laws;

L. Requirement for the use of garbage containers, cleanup and restoration of City of Medical Lake property;

M. Restrictions on the use of amplified sound and compliance with noise ordinances, regulations and laws;

N. Compliance with any relevant ordinance or law and obtaining any legally required permit or license;

O. Any other restriction or requirement deemed necessary to ensure public safety and well-being; or

P. Restrictions on the sale and/or consumption of alcohol.

#### **4.30.100 Permit—Issuance.**

The City Administrator, or designee, issue the special event permit once the application has been approved by the City of Medical Lake and the applicant has agreed in writing to comply with the terms and conditions of the permit as well as the sections of this chapter dealing with indemnification, insurance, fees for City of Medical Lake services, and cleanup deposits, when applicable.

#### **4.30.110 Indemnification Agreement.**

Prior to the issuance of a special event permit, the permit applicant and authorized officer of the sponsoring organization, if any, must sign an agreement to defend the City of Medical Lake

against, and indemnify and hold the City of Medical Lake, its officers, employees and agents, where such claim arises in whole or in part out of the activities for which such permit is issued; except any claims arising solely out of the negligent acts or omissions of the City of Medical Lake, its officers, employees and agents.

#### **4.30.120 Insurance requirements.**

A. *Liability Coverage Required.* The applicant/sponsor of a special event must possess or obtain public liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury and property damage arising from the special event. A certificate of insurance shall be filed thirty (30) days prior to the special event with the City Administrator, or designee, and shall name the City of Medical Lake, its officials, employees and agents, as additional insured. Insurance coverage must be maintained for the duration of the special event and on an occurrence basis.

B. *Minimum Limits Defined.* Coverage shall be a commercial general liability policy. Minimum limits required are one million dollars (\$1,000,000) each occurrence combined single limit bodily injury and property damage; two million dollars (\$2,000,000) in the aggregate. If food or nonalcoholic beverages are sold or served at the special event, the policy must also include an endorsement for liquor liability. If the special event involves athletic or other types of active participants, the policy must include participant coverage. The City Administrator, or designee, may require additional endorsements depending upon the proposed activity, including but not limited to, endorsements for all food and beverage vendors at any special event and certificates of insurance confirming such endorsements as required by this chapter. Acceptability of insurance is also subject to approval by the City's risk manager or provider.

C. *Waiver or Reduction of Required Limits.* The City Administrator, or designee, may waive or reduce the insurance requirements of this chapter under the following conditions:

1. The applicant or an officer of the sponsoring organization signs a verified statement that the applicant believes the special event's purpose is First Amendment expression, and that the cost of obtaining insurance is so financially burdensome that it would constitute an unreasonable burden on the right of First Amendment expression. The statement shall include the name and address of two (2) insurance agents or other source of insurance coverage contacted to determine insurance premium rates for insurance coverage.

2. The applicant or an officer of the sponsoring organization signs a verified statement that insurance coverage in the limits required is impossible to obtain. The statement shall include the name and address of two (2) insurance agents or other source of insurance coverage contacted.

3. The City Administrator, or designee, determines that the insurance limits are in excess of the reasonable risk presented by the proposed special event.

#### **4.30.130 City of Medical Lake services and equipment use fees.**

A. Prepayment of Fees. Upon approval of an application for a special event permit, the City Administrator, or designee, shall provide the applicant with a statement of the estimated cost of providing City of Medical Lake personnel and equipment. The applicant/sponsor of the special event shall be required to prepay these estimated costs for City of Medical Lake services and equipment ten (10) days prior to the special event. City of Medical Lake services and equipment may include the use of police officers and public works employees for traffic and crowd control, pick-up and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required City of Medical Lake service and the cost of operating City of Medical Lake equipment to provide such services.

B. Refunds or Overruns. If the actual cost for City of Medical Lake services and equipment on the date(s) of the special event is less than the estimated cost, the applicant/sponsor will be refunded the difference by the City of Medical Lake in a timely manner. If the actual cost for City of Medical Lake services and equipment on the date(s) of the special event is greater than the estimated cost, the applicant/sponsor will be billed for the difference.

C. Waiver of Fees. The fees for the use of City of Medical Lake services and equipment, and prepayment, may be waived in part or in full by the City of Medical Lake if in review of the application the City of Medical Lake finds that the special event is of sufficient community benefit to warrant the expenditure of City of Medical Lake funds without reimbursement by the applicant/sponsor.

The fees for City of Medical Lake services and equipment may also be waived in part or in full by the City of Medical Lake if the applicant/sponsor signs a verified statement that the special event's purpose is First Amendment expression, and that the cost of City of Medical Lake services and equipment is so financially burdensome that it would constitute an unreasonable burden on the right of First Amendment expression.

#### **4.30.140 Cleanup deposits.**

A. Required for Certain Special Events. The applicant/sponsor of a special event involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations or another event likely to create a substantial need for cleanup may be required to provide a cleanup deposit prior to the issuance of a special event permit. The cleanup deposit shall be in an amount set by the City of Medical Lake City Council.

B. Refunds and Overruns. The cleanup deposit shall be returned after the special event if the area used for the permitted event has been cleaned and restored to the same condition as existed prior to the special event.

If the property used for the special event has not been properly cleaned or restored, the applicant/sponsor shall be billed for the actual cost by the City of Medical Lake for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill.

#### **4.30.150 Revocation of permit.**

Any special event permit issued pursuant to this chapter may be summarily revoked by the City Administrator, or designee, at any time when, by reason of disaster, public calamity, riot or other emergency, the City Administrator, or designee, determines that the safety of the public or property requires such revocation. The City Administrator, or designee, may also summarily revoke any permit issued pursuant to this chapter if the City Administrator, or designee, finds that the special event permit has been issued based upon false information, when the permittee exceeds the scope of the special event permit, or the applicant fails to prepay any and all expenses. Notice of such action revoking a special event permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the applicant's application.

A special events permit issued pursuant to this chapter shall be temporary and shall vest no permanent rights in the applicant.

#### **4.30.160 Duties of permittee/sponsor of event.**

Each permittee/sponsor of an event shall:

- A. Comply with all the terms and conditions of the special event permit;
- B. Ensure that the person leading a parade or other special event along a route, or the person in charge of any other event, shall be informed of the permit conditions and shall carry a copy of the special event permit on his person for the duration of the event;
- C. Ensure that the area used for the permitted special event is cleaned and restored to the same condition as existed prior to the special event, immediately following the completion of the special event.

#### **4.30.170 Violation—Penalty.**

A. *Unlawful to Sponsor or Participate in an Event Without a Permit.* It is unlawful for any person to sponsor or conduct a special event requiring a special event permit pursuant to this chapter unless a valid permit has been issued for the special event. It is unlawful for any person to participate in such an event with the knowledge that the sponsor of the special event has not been issued a required, valid permit.

B. *Unlawful to Exceed Scope of Permit.* The special event permit authorizes the permittee/sponsor to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the special event permit. It is unlawful for the permittee/sponsor to willfully violate the terms and conditions of the special event permit, or for any special event participant with knowledge thereof to willfully violate the terms and conditions of the special event permit.

C. *Violation is a Misdemeanor.* Any person or organization violating the provisions of this chapter is guilty of a misdemeanor, and upon conviction thereof, is subject to a penalty of a fine

of not more than one thousand dollars (\$1,000) or by imprisonment of not more than ninety (90) days, or by both such fine and imprisonment. Each day or portion of a day in which a violation is committed constitutes a separate offense.

**4.30.180 Severability.**

If any part, provision or section of this chapter is held to be void or unconstitutional by a court of competent jurisdiction, all other parts not expressly so held shall continue in full force and effect.