MEDINA CITY COUNCIL

Monday, March 09, 2026

5:00 PM – STUDY SESSION
6:00 PM - REGULAR MEETING

AGENDA

VISION STATEMENT

Medina is a family-friendly, diverse and inclusive community on the shores of Lake Washington. With parks and open spaces, Medina is a quiet and safe small city, with active and highly-engaged residents. Medina honors its heritage while preserving its natural environment and resources for current and future generations.

MISSION STATEMENT

Ensure efficient delivery of quality public services, act as responsible stewards of Medina's financial and natural resources, celebrate diversity, leverage local talent, and promote the safety, health, and quality of life of those who live, work, and play in Medina.

MEDINA, WASHINGTON

MEDINA CITY COUNCIL
SPECIAL AND REGULAR MEETING

Hybrid - Virtual/In-Person
Medina City Hall – Council Chambers
501 Evergreen Point Road, Medina, WA 98039
Monday, March 09, 2026 – 5:00 PM

AGENDA

MAYOR | Jessica Rossman
DEPUTY MAYOR | Randy Reeves
COUNCIL MEMBERS | Laura Bustamante, Harini Gokul, Michael Luis, Heija Nunn
CITY MANAGER | Jeff Swanson
CITY ATTORNEY | Jennifer S. Robertson
ACTING CITY CLERK | Dawn Nations

Hybrid Meeting Participation

The Medina City Council has moved to hybrid meetings, offering both in-person and online meeting participation. Medina City Council welcomes and encourages in-person public comments. To participate in person, please fill out a comment card upon arrival at City Hall and turn it in to the City Clerk. To participate online, please register your request with the City Clerk at 425.233.6410 or email dnations@medina-wa.gov and leave a message before 2PM on the day of the Council meeting; please reference Public Comments for the Council meeting on your correspondence. The City Clerk will call you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3-minute limit. The city will also accept written comments to Council@medina-wa.gov at any time.

Join Zoom Meeting

https://medina-wa.zoom.us/j/82744321998?pwd=oNyGHuaSIKurNS5fXbsbi5pOHT3RYH.1

Meeting ID: 827 4432 1998
Passcode: 311113

One tap mobile
+12532158782 US (Tacoma)

1. STUDY SESSION starts at 5:00 PM

The Study Session is an informal discussion for the City Council. This session is held in person only and is not recorded. The public is welcome to attend; however, Zoom access will not be available until the regular meeting begins at **6:00 PM**.

1.1 SAO Exit Conference Presentation
Staff Contact: Ryan Wagner, Finance/HR Director

Time Estimate: 20 minutes

1.2 CJTC Grant - Public Safety Sales and Use Tax
Recommendation: Discussion.
Staff Contact: Jeff Sass, Police Chief

Time Estimate: 30 minutes

The Regular meeting will start at 6:00 PM.

2. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Bustamante, Gokul, Luis, Nunn, Reeves, Rossman

3. APPROVAL OF MEETING AGENDA

4. PUBLIC COMMENT PERIOD

Individuals wishing to speak live during the Virtual City Council meeting may register their request with the City Clerk at 425.233.6410 or email dnations@medina-wa.gov and leave a message ***before 2PM*** on the day of the Council meeting. Please reference Public Comments for the Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3-minute limit.

5. PRESENTATIONS

5.1 Reports and announcements from Park Board, Planning Commission, Emergency Preparedness, and City Council.

Time Estimate: 10 minutes

6. CITY MANAGER'S REPORT

Time Estimate: 30 minutes

Police, Development Services, Finance, Central Services, Public Works, City Attorney

6.1a City Manager Monthly Report

6.1b Police Monthly Report

6.1c Development Services Monthly Report

6.1d Finance Monthly Report

6.1e Central Services Monthly Report

6.1f Public Works Monthly Report

7. CONSENT AGENDA

Time Estimate: 5 minutes

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember or City staff requests the Council to remove an item from the consent agenda.

7.1 February 2026 Check Register
Recommendation: Approve.
Staff Contact: Ryan Wagner, Finance/HR Director

7.2 Draft City Council Meeting Minutes of January 26, 2026.
Recommendation: Adopt minutes.
Staff Contact: Dawn Nations, Acting City Clerk

7.3 Medina Park - North Pond Invasive Vegetation Removal Project
Recommendation: Approve.
Staff Contact: Ryan Osada, Public Works Director

7.4 City Hall Water Filler Station to Replace the Water Cooler Service
Recommendation: Approve.
Staff Contact: Ryan Osada, Public Works Director

7.5 IT Contract
Recommendation: Approve.
Staff Contact: Ryan Wagner, Finance/HR Director

8. LEGISLATIVE HEARING

None.

9. PUBLIC HEARING

None.

10. CITY BUSINESS

10.1 Tree Code Recommendations
Recommendation: Referral to Planning Commission.
Staff Contact: Steve Wilcox, Development Services Director

Time Estimate: 15 minutes

10.2 CJTC Grant - Public Safety Sales and Use Tax
Recommendation: Discussion and adoption.
Staff Contact: Jeff Sass, Police Chief

Time Estimate: 10 minutes

10.3 Draft Planning Commission Workplan
Recommendation: Discussion and direction.
Staff Contact: Jeff Swanson, City Manager

Time Estimate: 20 minutes

10.4 Process for Filling Council Vacancy
Recommendation: Discussion and direction.
Staff Contact: Jeff Swanson, City Manager

Time Estimate: 20 minutes

11. COUNCILMEMBER REPORTS AND ROUNDTABLE

a) Council Reports
b) Requests for future agenda items.

12. PUBLIC COMMENT

Comment period is limited to 10 minutes. Speaker comments are limited to one minute per person.

13. EXECUTIVE SESSION

Time Estimate: 10 minutes

RCW 42.30.110 (1)(i)

To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency; and

Time Estimate: 15 minutes

RCW 42.30.110 (1)(g)

To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to **RCW 42.30.140**(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual

employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

14. ADJOURNMENT

Next Joint City Council and Park Board Meeting: March 16, 2026, at 5 PM.
Next regular City Council Meeting: March 23, 2026, at 5 PM.

ADDITIONAL INFORMATION

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Medina City Hall.

The agenda items are accessible on the City's website at www.medina-wa.gov on Thursdays or Fridays prior to the Regular City Council Meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (425) 233-6410 at least 48 hours prior to the meeting.

UPCOMING MEETINGS AND EVENTS

Monday, March 16, 2026 - Joint City Council/Park Board Meeting (5:00 PM)
Monday, March 23, 2026 - City Council Meeting (5:00 PM)
Monday, April 13, 2026 - City Council Meeting (5:00 PM)
Monday, April 27, 2026 - City Council Meeting (5:00 PM)
May Council Retreat DATE TBD
Monday, May 11, 2026 - City Council Meeting (5:00 PM)
Monday, May 25, 2026 - Memorial Day - City Hall Closed
Tuesday, May 26, 2026 - City Council Meeting (5:00 PM)
Monday, June 8, 2026 - City Council Meeting (5:00 PM)
Friday, June 19, 2026 - Juneteenth - City Hall Closed
Monday, June 22, 2026 - City Council Meeting (5:00 PM)
Friday, July 3, 2026 - Independence Day - City Hall Closed
Monday, July 13, 2026 - City Council Meeting (5:00 PM)
Monday, July 27, 2026 - City Council Meeting (5:00 PM)
Monday, August 24, 2026 - City Council Meeting (5:00 PM)
Monday, September 14, 2026 - City Council Meeting (5:00 PM)
Monday, September 28 2026 - City Council Meeting (5:00 PM)
Monday, October 12, 2026 - City Council Meeting (5:00 PM)
Monday, October 26 2026 - City Council Meeting (5:00 PM)
Monday, November 9, 2026 - City Council Meeting (5:00 PM)
Monday, November 16, 2026 - City Council Meeting (5:00 PM)
Monday, December 14, 2026 - City Council Meeting (5:00 PM)
Monday, December 28, 2026 - City Council Meeting Canceled

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, March 9, 2026, Regular Meeting of the Medina City Council was posted and available for review on Thursday, March 5, 2026, at City Hall of the City of Medina, 501 Evergreen Point Road, Medina, WA 98039. The agenda is also available on the city website at www.medina-wa.gov.

MEDINA, WASHINGTON

AGENDA BILL

Monday, Date, 2026

Subject/Topic: Public Safety Sales Tax **Dept. Origin:** Police Department **Category:** Council Business **Prepared by:** Jennifer Robertson, City Attorney **Attachments:** 1. Ordinance No.1054	**Proposed Council Action/Motion:** ☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒**Adopt/Approve** ☐Other:

Proposed Council Action

The Council will be asked to adopt Ordinance No. 1054 imposing a one-tenth of one percent (0.1%) sales tax for public safety services. This will make Medina eligible to apply for a public safety grant in the amount of $125,000 per year for three years.

Summary

A. Legislative History.

During the 2025 supplemental legislative session, the Washington State Legislature passed ESHB 2015[1], which allows the legislative authorities of cities and counties to impose a sales and use tax of 0.1% for criminal justice purposes. Cities or counties are eligible to impose this tax only if the city or county meets the requirements to receive funding from the grant program created under the same act. Additionally, cities or counties are qualified if voters have not repealed by referendum a tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose a tax pursuant to RCW 82.14.450 in the past 12 months. Medina meets these requirements.

B. Purpose.

This is being brought forward as the opportunity to obtain grant funding is happening now. There is a grant deadline of March 31, 2026 for the City to apply for the $125,000 per year funding. In order to be eligible, the City must have adopted the public safety sales and use tax. Approving the sales and use tax will also provide authority for the City to apply for the public safety grant.

[1] Section 201, Chapter 350, Laws of Washington 2025.

C. Required Program Procedures.

To impose the public safety sales and use tax, the city must submit documentation to the Criminal Justice Training Commission ("CJTC") showing it meets the grant program requirements. To qualify for the grant program, and in turn to impose the public safety sales and tax in turn, the law enforcement agency must have:

- Issued and implemented policies and practices consistent with RCW 43.17.425 and 10.93.160, and the office of the attorney general's keep Washington working act guide, model policies, and training recommendations for state and local law enforcement agencies;
- Participated in commission training as required by RCW 43.101.455 and 36.28A.445;
- Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the office of the attorney general's model policies, and all other commission and attorney general model policies regarding use of force for law enforcement including, but not limited to, duty to intervene and training and use of canine teams;
- Implemented use of force data collection and reporting consistent with chapters 10.118 and 10.120 RCW when the program is operational, as confirmed by a notice from the attorney general's office to all police chiefs and sheriffs;
- Issued and implemented policies and practices consistent with chapters 7.105 and 9.41 RCW and the commission model policies and training addressing firearm relinquishment pursuant to court orders;
- A 25% officer completion rate with the commission's forty-hour crisis intervention team training;
- 100% officer compliance rate for those officers required to complete trauma-informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by the commission pursuant to RCW 43.101.272 and 43.101.276, and if requested by the commission, participated in agency case reviews;
- Received funding from a sales and use tax authorized pursuant to RCW 82.14.340;
- A police chief who is certified by CJTC, and who has not been convicted of a felony anywhere in the United States or under foreign law, or been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption; and
- Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force, carrying or the use of firearms or other weapons, or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers,

including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the agency and used only when on duty.

The CJTC, in consultation with the Attorney General's Office, has 45 days to verify the submission or notify the agency of any deficiencies. If any deficiencies are identified, the legislative authority may still authorize the tax, conditioned on the submission of supplemental documentation addressing the deficient areas, after which CJTC will have an additional 45 days to verify compliance. If full compliance is not achieved within 180 days of the initial submission, the State Treasurer will withhold $100,000 per month from the tax proceeds until the CJTC verifies compliance.

Although the CJTC has not yet created the program structure establishing how cities should submit documentation, the law specifically states that a city or county that wishes to impose the tax may submit documentation to the commission before the commission finalizes the form and manner of such submittals and may not be penalized for doing so.

D. Use of Revenue is Restricted to Criminal Justice Purposes.

Once the tax is implemented, revenues collected must be used for criminal justice purposes. Criminal justice purposes means activities that substantially assist the criminal justice system, which includes public safety funding and may also include circumstances where ancillary benefit to the civil justice and behavioral health systems occur, including domestic violence services, staffing adequate public defense counsel, diversion programs, reentry work for incarcerated individuals, programs that have a reasonable relationship to reducing the numbers of people interacting with the criminal justice system, programs improving behavioral health, reducing incidents of homelessness, community placements for juvenile offenders, and community outreach and assistance programs.

The Police Department would like to use these funds with the grant funds to hire another position in the MPD. If the grant application is not approved, then the funds can be uses for other police purposes, or for criminal justice purposes as directed by the Council.

E. Effective date.

Sales tax rate changes may only take effect on January 1, April 1, or July 1, and no sooner than 75 calendar days after DOR receives notice of the change (RCW 82.14.055). Therefore, this tax would begin to be collected on **July 1, 2026**. King County approved this tax on July 22, 2025, and other cities are moving forward with implementation.

Council Priorities

This proposal furthers Council Priorities 1, 3 ,and 4.

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government

4. Public Safety and Health
5. Neighborhood Character and Community Building

Budget/Fiscal Impact: This tax is expected to raise approximately $25,000 per year for Medina.

Recommendation: Adoption

City Manager Approval:

Proposed Council Motions: "I move approval of Ordinance No. 1054 relating to the implementation of a Public Safety Sales and Use Tax for Criminal Justice Purposes; adding a new Chapter 3.66 'Public Safety Sales and Use Tax' to the Medina Municipal Code; authorizing the city to apply for a state public safety grant; providing for severability and corrections; and establishing an effective date.

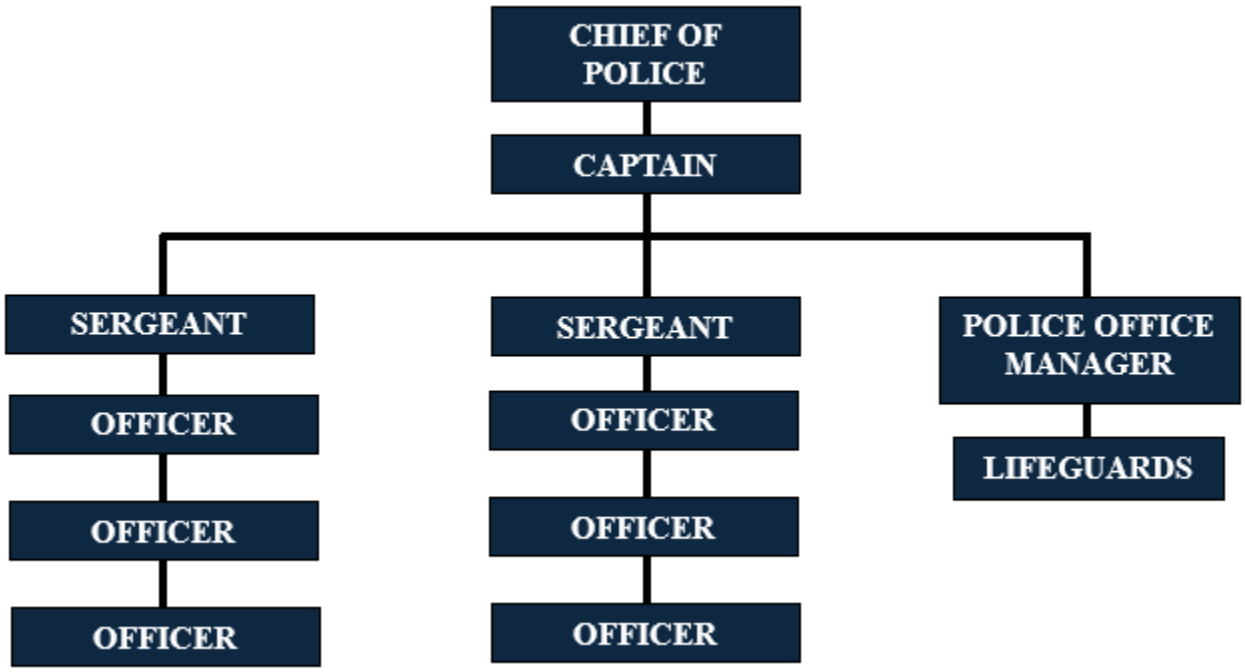
Time Estimate: 30 minutes

MEDINA POLICE DEPARTMENT

HB 2015
Law Enforcement Personnel Resource Expansion

Public Safety Funding Program ESHB 2015 is a statewide public safety funding law that establishes a funding source strictly for local and tribal law enforcement agencies to be used for criminal justice purposes. Municipalities are granted the opportunity to establish a new 0.1% sales and use tax to be utilized in conjunction with a $100 million grant program to support hiring, training and retaining officers at local law enforcement agencies in Washington State.

Currently, the structure of the Medina Police Department consists of six patrol officers, two patrol Sergeants, the Captain and the Chief of Police (shown below).

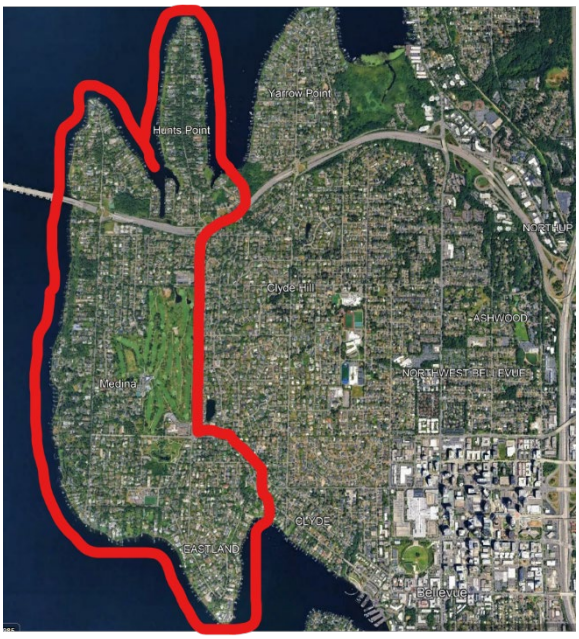


In order to provide police services 24 hours per day every day of the year, officers work 12-hour patrol shifts. In an effort to maximize our limited resources, responsibly utilize overtime funds, maintain consistent visibility within our community and ensure the health and safety of our officers, we employ a scheduling model that provides the greatest patrol coverage while offering reprieve for our personnel. The model below represents one patrol squad at full-staffing:

24-hour Operational Period
Full Staffing

Patrol Sergeant **12:00pm – 10:00pm**	
Dayshift Officer **5:00am – 5:00pm**	**Nightshift Officer** **5:00pm – 5:00am**
Swing Shift Officer **12:00pm – 12:00am**	

At full staffing, the dayshift officer is completely alone on patrol for all of Medina and Hunts Point from 5:00am – 12:00pm when the swing shift officer arrives for their shift. The nightshift officer is completely alone on patrol for all of Medina and Hunts Point from 12:00am (midnight) – 5:00am when they are relieved from duty by the incoming dayshift officer.



Especially over the past several years, full staffing has become a rare circumstance within the Medina Police Department and every other law enforcement agency within the State of Washington. Short-term shift vacancies are frequently caused by mandatory trainings, illnesses, personal emergencies, vacations, etc. Long-term shift vacancies are attributed to newly-hired police personnel still in the police academy or in the field training program who cannot yet fill a solo patrol shift and vacancies due to resignations or retirements that have not yet been replenished by a new police officer. Under these circumstances, staffing levels for patrol shift to the minimum staffing model of one dayshift officer and one nightshift officer in a 24-hour period. This leaves both officers on patrol completely by themselves for the entirety of their shift. On weekdays, the dayshift officer generally has the Command and Administrative staff in the office. On weekends, however, the dayshift officer is completely alone for the entirety of their 12-hour patrol shift. Regardless of the day of the week, the nightshift officer is alone for all 12 hours of their patrol shift.

24-hour Operational Period
Minimum Staffing

Patrol Sergeant **12:00pm – 10:00pm**	
Dayshift Officer **5:00am – 5:00pm**	**Nightshift Officer** **5:00pm – 5:00am**

A lateral officer with commissioned police experience from another agency is generally unable to fill a solo patrol shift until they complete the four-month field training program that starts on their date of hire. For example, a lateral officer hired on January 1st is unable to fill a patrol shift on the schedule until April 1st of that same year. So, an entire patrol shift remains vacant for those four months until the lateral officer has successfully completed the field training program. An entry-level officer with no previous law enforcement experience is unable to fill a solo patrol shift until they complete the six-month police academy and subsequent four-month field training program. An additional two months can easily be relinquished to time waiting for a police academy class availability to open and the multitude of required department-level training that must be completed before the officer can even start a training shift on patrol. In total, an entry-level police officer generally is not able to fill a solo patrol shift for one full year after date of hire.

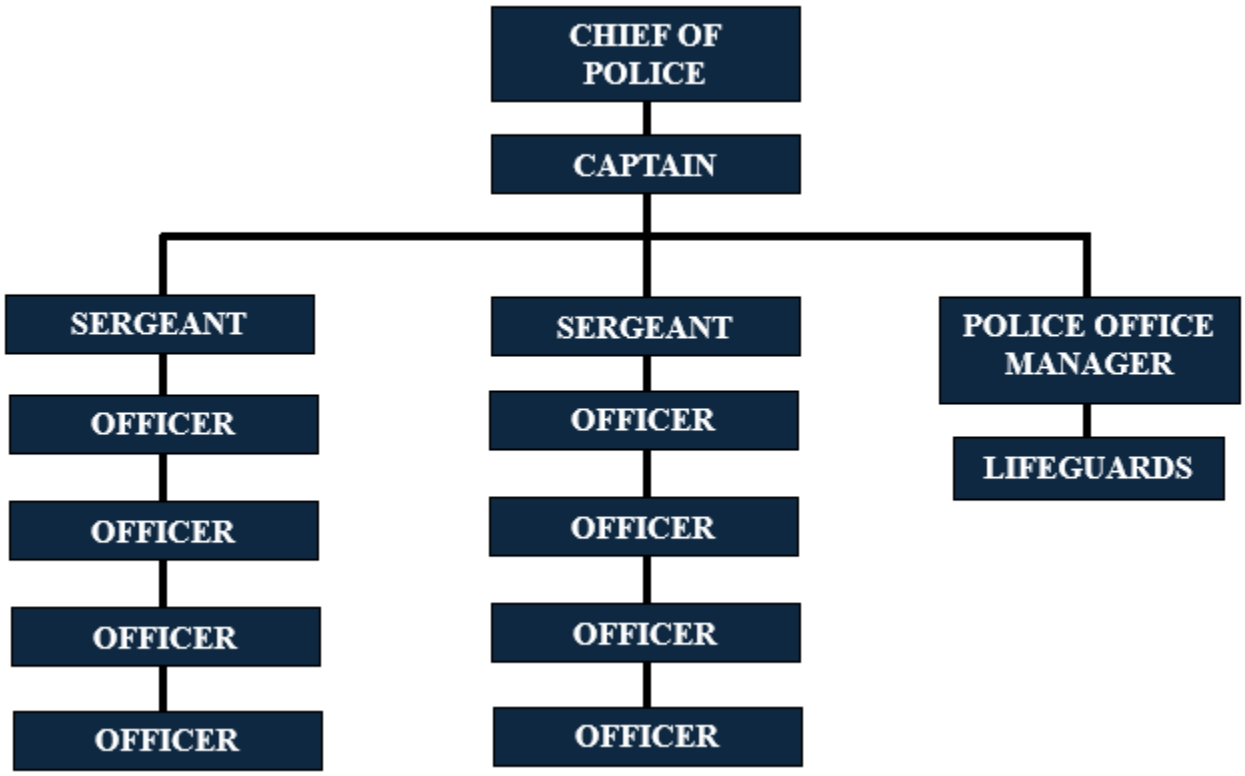
With enough advanced notice, absences by the dayshift or nightshift officer are filled by adjusting the swing shift officer to that vacant shift. In cases of personal emergencies or illness, the shifts must be backfilled by paying an officer overtime to work the shift on their day off. Not only can this practice become extremely costly, but the deprivation of respite can quickly lead to extreme fatigue, illness, injury, relationship issues and job dissatisfaction even amongst the most well-rounded police personnel.

IDEAL STAFFING MODEL

An ideal staffing model for the Medina Police Department would allow for two officers on every patrol shift (dayshift and nightshift). This would ensure no officer (especially nightshift) is forced to work by themselves for an entire 12-hour patrol shift. A model of an operational shift as well as the staffing model is shown below:

24-hour Operational Period
Full Staffing – Eight Patrol Officers

Patrol Sergeant **12:00pm – 10:00pm**	
Dayshift Officer **5:00am – 5:00pm**	**Nightshift Officer** **5:00pm – 5:00am**
Dayshift Officer **5:00am – 5:00pm**	**Nightshift Officer** **5:00pm – 5:00am**



In order to achieve this ideal staffing model, two additional patrol officers would need to be added to the Medina Police force. At an estimated $200,000 per full-time police officer (including salary and benefits), that would require an additional $400,000 upscale of the police department personnel budget.

An acceptable short-term solution to the current need for additional police personnel is the addition of one patrol officer to the agency. This additional officer would be utilized to bridge any staffing gaps and relieve the strain on officers filling shifts on overtime hours. This officer position would start their shift in the early afternoon in time for the post-lunch and rush hour commutes. Ending their shift at 2am would ensure that officer is available for the majority of priority calls for service that occur during the nightshift hours. The following model shows a two-week operational period showing full 24/7 patrol coverage with overlaps by the additional officer:

Week 1

		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Squad 1	**Day shift**	5a – 5p	5a – 5p			5a – 5p	5a – 5p	5a – 1p
	Swing shift	12p – 12a	12p – 12a			12p – 12a	12p – 12a	1p – 9p
	Nightshift	5p – 5a	5p – 5a			5p – 5a	5p – 5a	9p – 5a
Squad 2	**Day shift**			5a – 5p	5a – 5p			
	Swing shift			12p – 12a	12p – 12a			
	Nightshift			5p – 5a	5p – 5a			
	Additional	2p – 2a	2p – 2a	4p – 12a			2p – 2a	2p – 2a

Week 2

		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Squad 1	Day shift			5a – 5p	5a – 5p			
	Swing shift			12p – 12a	12p – 12a			
	Nightshift			5p – 5a	5p – 5a			
Squad 2	Day shift	5a – 5p	5a – 5p			5a – 5p	5a – 5p	5a – 1p
	Swing shift	12p – 12a	12p – 12a			12p – 12a	12p – 12a	1p – 9p
	Nightshift	5p – 5a	5p – 5a			5p – 5a	5p – 5a	9p – 5a
	Additional				2p – 2a	2p – 2a		

FUNDING OPPORTUNITIES THROUGH HB 2015

The revenue generated from the sales and use tax of 0.1% is estimated to generate approximately $25,000 in annual revenue and its use is restricted to criminal justice purposes only. The second provision of HB 2015 is a grant opportunity to support hiring, training and retaining officers. The grant awards up to $125,000 to provide up to 75% of the entry-level salaries and benefits of full-time law enforcement officers. The requirements of the applying police agency are comprehensive and extensive. Owing to the high standards for training, policy management, professionalism and fiscal responsibility, the Medina Police Department meets all the requirements set forth in the provisions of the grant.

An additional police officer position would undoubtedly reduce the costs of overtime expenses, substantially diminishing the need to pay officers overtime to fill vacant shifts on their regularly-scheduled days off. Following an analysis of 2025's overtime expenses and estimating the reduction in overtime costs assuming full staffing and an additional officer position, the Medina Police Department would save at least $25,000 per year in overtime costs.

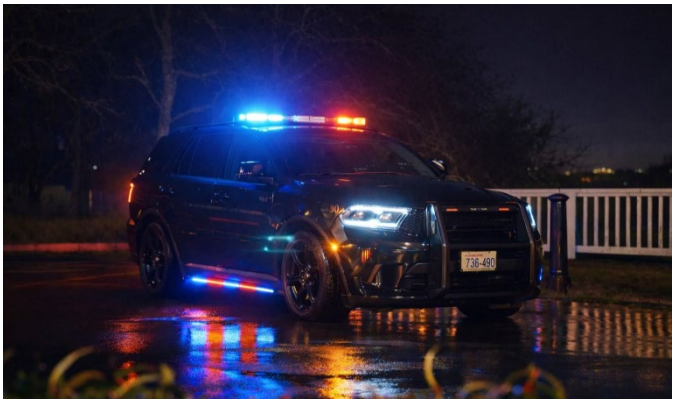
The remaining allocation required to fund this new position would be supplied through the contract for police services for the Town of Hunts Point as well as other grants and reimbursements secured by the Medina Police Department annually.

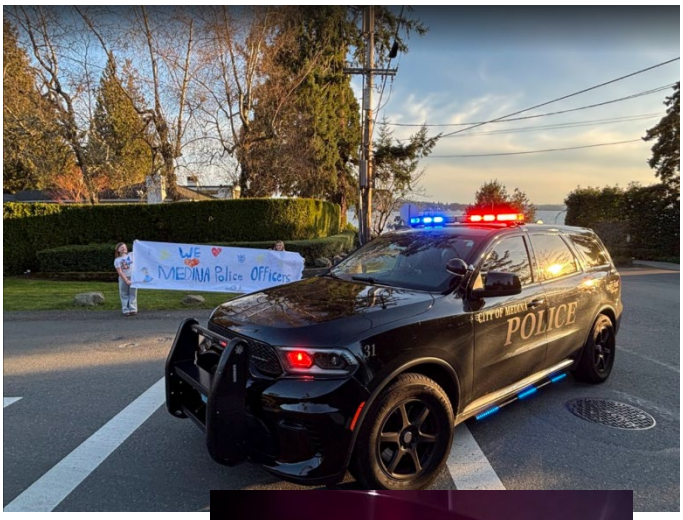
Assuming the aforementioned estimate of $200,000 to fund a police officer position with salaries and benefits, the following estimations and calculations show the immediate feasibility of the additional police officer position for the Medina Police Department:

Sales & Use Tax	$25,000 annually
Grant Award	$125,000 annually
Overtime Savings	$25,000 annually
Additional (annual grants, Hunts Point contract, etc.)	$25,000 annually
TOTAL	**$200,000 annually**

The grant award is available for a maximum of 36 months, so upon three years post award the Medina Police Department will have needed to have established a funding source to make up for the supplement $125,000 annually in order to continue to fund the additional officer position. In a worst-case scenario, the Medina Police Department could simply not fill a vacancy that opens as the final months of the grant award draw to a close. Three years' of funding would provide the agency with increased officer morale, increased police service for the Medina and Hunts Point communities and an excellent case study to determine the realized benefits of a stronger Medina Police Department workforce.

The Medina Police Department encourages the Medina City Council to adopt the 0.1% sales and use tax allowed through HB 2015. We hope our unwavering dedication to providing professional and top-tier police services and our unparalleled approach to law enforcement has built the trust and appreciation of our community and shown that with more resources comes an exponentially greater level of operational distinction.





CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: March 9, 2026
To: Honorable Mayor and City Council
From: Jeff Swanson, City Manager
Subject: City Manager Report

- Bellevue Fire Report – February 2026 **See attachment 1**

- 2026 City Council Calendar – **See attachment 2**

- Sound Transit 3 – Eastside Mayors Meeting

  City of Redmond Mayor Angela Birney serves as Chair of the Sound Transit System Expansion Committee and one of the Sound Transit East King Subarea board members. The Sound Transit Board is holding a retreat on Wednesday, March 18, to discuss the Enterprise Initiative, which is Sound Transit's comprehensive look at planning, capital, operations, maintenance, and finance to deliver the greatest benefits of ST3 within available financial capacity. Mayor Birney is convening a meeting with the Eastside Mayors on Friday, March 13, to share city priorities, ideas, and concerns for delivering the system.

  Does the Council have any feedback for Mayor Rossman to convey in this upcoming meeting of Eastside Mayors with respect to Sound Transit 3?

- Points Communities Collaboration

  Over the past several months I have had conversations with our partners in the other Points Communities around collaboration and sharing of resources. The purpose would be to attain improvements in economies of scale that would benefit each of our communities and provide for consistent and sustainable levels of service. These conversations have focused on what is "possible, " considering the tools for resource sharing and scaling provided in statute and citing examples around the state of how these tools have been utilized. Areas of possible collaboration include public safety services, shared municipal administrative services, stormwater management, parks/recreation/open space, and public works operations. The conversations have piqued curiosities around the art of the possible, and I expect these will grow in the coming months with possible future development of specific proposals for consideration.

ATTACHMENT 1

Incident Types (NERIS) - CC Medina

Mar 3, 2026 10:54:42 AM Fire Incidents (NERIS)

Filter statement

Filters **Incident onset** Last Month | **Incident status** Locked, Draft, InReview | **Location city** MEDINA, Medina

Incident Types (NERIS)

Count of Incidents

Count of Incidents
15
Count of Exposures **0**

Count of Medical Incidents (Primar...

Count of EMS Calls
6
Percent of EMS Calls **40.00%**

Count of Fire Incidents (Primary Co...

Count of Fire Calls
0
Percent of Fire Calls **0%**

Count of Other Incidents (Primary ...

Count of Other Calls
9
Percent of Other Calls **60.00%**

ATTACHMENT 1

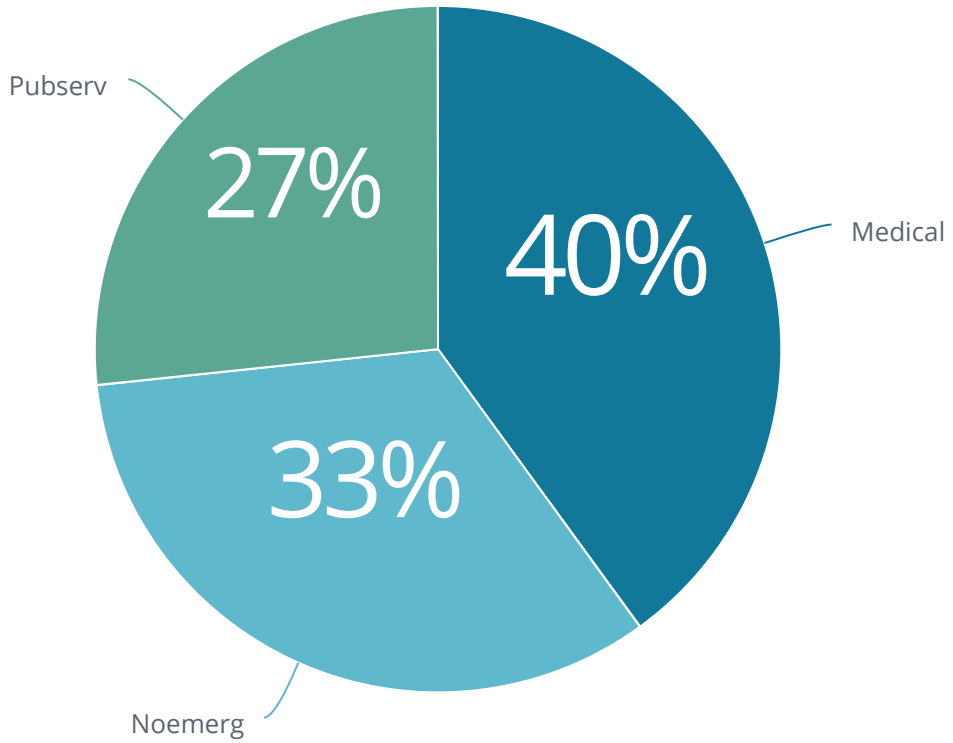
Incident Types (NERIS) - CC Medina

Mar 3, 2026 10:54:42 AM Fire Incidents (NERIS)

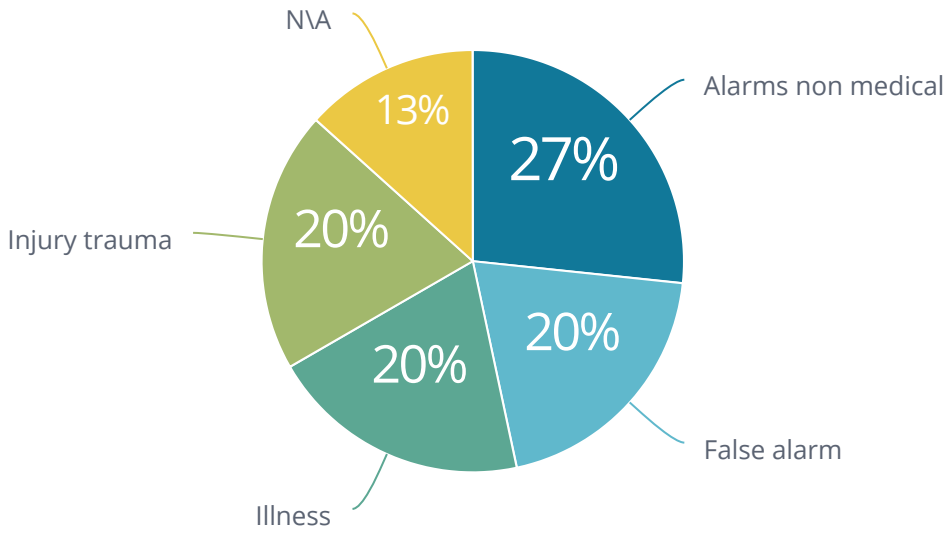
Filter statement

Filters **Incident onset** Last Month | **Incident status** Locked, Draft, InReview | **Location city** MEDINA, Medina

Primary Incident Type by Category



Primary Incident Types by Subcategory



ATTACHMENT 1

Incident Types (NERIS) - CC Medina

Mar 3, 2026 10:54:42 AM Fire Incidents (NERIS)

Filter statement

Filters **Incident onset** Last Month | **Incident status** Locked, Draft, InReview | **Location city** MEDINA, Medina

Count of Fire Incidents

ATTACHMENT 1

Incident Types (NERIS) - CC Medina

Mar 3, 2026 10:54:42 AM Fire Incidents (NERIS)

Filter statement

Filters **Incident onset** Last Month | **Incident status** Locked, Draft, InReview | **Location city** MEDINA, Medina

Primary Incident Types (by month)

Primary Incident Type	Incidents	
	02/2026	Grand Total
Accidental alarm	2	2
CO alarm	1	1
Cancelled	2	2
Cardiac arrest	1	1
Fall	2	2
Fire / smoke alarm	3	3
Malfunctioning alarm	1	1
Poisoning	1	1
Psychological / behavior issues	1	1
Well person check	1	1
Grand Total	15	15

Additional Incident Types (by month)

Additional Incident Type	Incidents	
	02/2026	Grand Total
Eye trauma	1	1
Law enforcement support	1	1
Limited / No access rescue	1	1
Psychological / behavior issues	1	1
Grand Total	3	3

ATTACHMENT 2

MEDINA CITY COUNCIL

2026 AGENDA/ACTION CALENDAR

Meetings scheduled for 5:00 pm, online (unless noticed otherwise).

MARCH 9, City Council Regular Meeting, 5:00 pm					
Item Type	**Topic**	**Staff Contact**	**Recommendation**	**Council Action**	**Legal Notice**
Study Session	SAO Exit Conference	Wagner			
Study Session	CJTC Grant - Public Safety Sales and Use Tax	Sass			
Presentation	Boards, Commissions, Committee Reports				
City Manager Report	All department reports				
Consent Agenda	Check Register Feb 2026		Approve		
Consent Agenda	Draft CC minutes		Adopt		
Consent Agenda	Medina Park - north pond invasive vegetation removal	Osada	Approve.		
Consent Agenda	City Hall Water Filler Station to Replace the Water Cooler Service	Osada	Approve.		
Consent Agenda	IT Contract	Wagner	Approve.		
Legislative Hearing	none				
Public Hearing	none				
City Business	Tree Code Recommendations	Wilcox	Referral to PC		
City Business	CJTC Grant - Public Safety Sales and Use Tax	Sass	Adopt.		
City Business	Draft PC Workplan	Swanson	Discussion and direction		
City Business	Process for Filling Council Vacancy	Swanson	Discussion and direction		
Executive Session	RCW 42.30.110(1)(g)	Swanson			
Executive Session	RCW 42.30.110(1)(i)	Osada			

ATTACHMENT 2

MARCH 23, City Council Regular Meeting, 5:00 pm					
Item Type	**Topic**	**Staff Contact**	**Recommendation**	**Council Action**	**Legal Notice**
Study Session	2026 Draft Capital Project List - Sidewalk design	Osada	Discussion and direction.		
Presentation					
City Manager Report	State Legislative Update				
Consent Agenda	Points Loop Trail Gravel Walkway	Osada			
Consent Agenda	Post Office Interior Painting	Osada			
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business	Bulk	Wilcox			
City Business					
Executive Session	RCW 42.30.110(1)(i)	Swanson			
Closed Session	RCW 42.30.140 (4)(a)	Archer, Wagner, Swanson			

APRIL 13, City Council Regular Meeting, 5:00 pm					
Item Type	**Topic**	**Staff Contact**	**Recommendation**	**Council Action**	**Legal Notice**
Study Session					
Presentation					
City Manager Report	All department reports				
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing	IOC Bulk	Robertson, Wilcox			
City Business					
City Business					
Executive Session					

MEDINA POLICE DEPARTMENT

DATE: March 9th, 2026

TO: Jeff Swanson, City Manager

FROM: Jeffrey R. Sass, Chief of Police

RE: Police Department Update – February, 2026

The following is a summary highlighting some of the Medina Police Department activity in February, 2026.

Follow up:

Nothing to report.

Presentation at Three Points Elementary School:

On February 18th, Officer Abbott delivered a presentation to students at Three Points Elementary School on safety tips and gave a tour of a police car!

Community Support:

On February 28th, Officer Robles was contacted by a group of children of a nearby resident who gave Officer Robles a large banner they made showing their appreciation of the Medina Police Department!

Marine Patrol:

Nothing to report.

MEDINA POLICE DEPARTMENT
Jeffrey R. Sass, Chief of Police

MONTHLY SUMMARY
FEBRUARY, 2026

FELONY CRIMES

Burglary/MV Prowl **2026-00001082 & 2026-00001083** **02/27/2026**
Officers were dispatched to the 3200 block of Evergreen Point Road for a report of an individual prowling vehicles and walking around properties. Another caller reported the same person walking around a residence for sale attempting to enter the residence. The nightshift officer located the suspect sitting inside their parked vehicle at the Evergreen Point Road Park and Ride and detained them. The subsequent investigation yielded enough evidence to arrest the suspect and file charges for Attempted Residential Burglary and Motor Vehicle Prowl. Stolen packages, mail and other personal items were recovered inside the vehicle and returned to the owners in Medina, Clyde Hill, Bellevue and Olympia.

MISDEMEANOR CRIMES

Fraud **2026-00000575** **02/01/2026**
Officers were dispatched to the 300 block of Overlake Drive East for a report of a resident receiving scam phone calls from someone claiming to be a Deputy Sheriff demanding money due to a fictitious arrest warrant. The resident provided the card number and PINs of two $500 prepaid gift cards to the suspect. No additional investigatory leads available at this time.

Fraud **2026-00000657** **02/05/2026**
Officers were dispatched to the 900 block of 87th Avenue NE for a report of identity theft. The suspect convinced the victim to purchase over $3,000 fraudulently using their debit card. No additional investigatory leads available at this time.

Fraud **2026-00001058** **02/26/2026**
Officers were dispatched to the 100 block of Overlake Drive East for a report of a suspect who convinced the victim to provide their credit card information to them. The suspect(s) attempted to charge $6,500 to the credit card to no avail. No additional investigatory leads available at this time.

OTHER

Recovered Property **2026-00000672** **02/06/2026**
Officers were dispatched to the 1100 block of 84th Avenue NE after receiving an alert on the license plate reader cameras of a stolen license plate that entered the city. Officers located the vehicle and recovered the stolen license plate that was affixed to the vehicle without the vehicle owner's knowledge.

Warrant Arrest **2026-00000706** **02/09/2026**
The nightshift officer conducted a traffic stop on a vehicle. The driver of the vehicle was subsequently arrested for an outstanding misdemeanor warrant out of the Bellevue Police Department in the amount of $2,500. The driver was booked into jail for the outstanding warrant.

Adult Protective Services **2026-00001017** **02/24/2026**
Officers were dispatched to the 2400 block of Evergreen Point Road for an Adult Protective Services (APS) investigation.

MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

MONTHLY REPORT

FEBRUARY, 2026

CRIMES	Current Month	YTD 2026	YTD 2025	Year-End 2025
Burglary	1	1	0	5
Vehicle Prowl	1	1	0	0
Vehicle Theft	0	0	0	1
Theft (mail & all other)	0	2	0	8
ID Theft/Fraud	3	3	0	7
Malicious Mischief (Vandalism)	0	1	1	4
Domestic Violence	0	1	0	8
Disturbance, Harassment & Non-DV Assault	0	0	1	5
TOTAL	**5**	**9**	**2**	**38**

COMMUNITY POLICING	Current Month	YTD 2026	YTD 2025	Year-End 2025
Drug Violations	0	0	0	1
Community Assists	45	91	163	741
Marine	0	0	1	8
House Watch Checks	72	146	168	859
School Zone	38	88	48	264
Behavioral Health	6	6	0	14
TOTAL	**161**	**331**	**380**	**1887**

TRAFFIC	Current Month	YTD 2026	YTD 2025	Year-End 2025
Collisions				
Injury	0	0	0	1
Non-Injury	0	0	0	5
Non-Reportable	0	0	0	4
TOTAL	**0**	**0**	**0**	**10**
Traffic Enforcement				
Criminal Citations	6	10	5	32
Infractions	22	39	34	273
Warnings	170	362	358	2057
TOTAL	**198**	**411**	**397**	**2362**

LICENSE PLATE READER EVENTS	Current Month	YTD 2026	YTD 2025	Year-End 2025
LPR alerts that were recovered	1	1	1	8
LPR alerts that were not located	1	2	19	41
LPR alerts that were located, not apprehended	0	0	0	0
TOTAL	**2**	**3**	**20**	**49**

CALLS FOR SERVICE	Current Month	YTD 2026	YTD 2025	Year-End 2025
Animal	16	0	3	58
Residential Alarms	0	27	34	202
Missing Person	41	1	1	4
Suspicious Activity/Area Checks	57	103	107	749
TOTAL	**114**	**131**	**145**	**1013**

ADMINISTRATIVE	Current Month	YTD 2026	YTD 2025	Year-End 2025
Public Disclosure Requests Received	10	22	14	94
Concealed Pistol License Applications Processed	6	9	5	33
TOTAL	**16**	**31**	**19**	**127**

**This report does not include all calls for service handled by Medina Police Officers. It is meant to be an overview of general calls for service within the specified reporting period.*

MEDINA POLICE DEPARTMENT
Jeffrey R. Sass, Chief of Police
MONTHLY SUMMARY

FEBRUARY, 2026 (through 02/25/2026)

FELONY CRIMES

Fraud **2026-00000743** **02/10/2026**
Officers were dispatched to the 4200 block of Hunts Point Road for a report of a check having been stolen while enroute via USPS. The check was then "washed," copied, forged and cashed totaling approximately $260,000 in loss and an additional $215,000 in stopped fraud that was attempted by the suspect(s). Investigation ongoing.

MISDEMEANOR CRIMES

DUI **2026-00000695** **02/08/2026**
The nightshift officer conducted a traffic stop in the 2900 block of Hunts Point Road for traffic violations. The officer noticed signs of impairment when interacting with the driver. After performing poorly on the field sobriety tests, the driver was arrested for suspicion of driving under the influence.

Theft **2026-00000719** **02/09/2026**
Officers were dispatched to the 4300 block of Hunts Point Road for a report of tools having been stolen from the open bed of a pickup truck parked on the side of the road. The total loss was estimated to be approximately $1,700. Investigation ongoing.

OTHER

Domestic Violence **2026-00000905** **02/18/2026**
Officers were dispatched to the 3000 block of Fairweather Place for a domestic violence incident.

MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

MONTHLY REPORT

FEBRUARY, 2026 (through 02/25/2026)

CRIMES	Current Month	YTD 2026	YTD 2025	Year-End 2025
Burglary	0	0	0	0
Vehicle Prowl	0	0	0	2
Vehicle Theft	0	0	0	0
Theft (mail & all other)	1	1	0	0
ID Theft/Fraud	1	1	0	2
Malicious Mischief (Vandalism)	0	0	0	0
Domestic Violence	1	1	0	4
Disturbance, Harassment & Non-DV Assault	0	0	0	2
TOTAL	**3**	**3**	**0**	**10**

COMMUNITY POLICING	Current Month	YTD 2026	YTD 2025	Year-End 2025
Drug Violations	0	0	0	0
Community Assists	11	20	25	132
Marine	0	0	1	7
House Watch Checks	6	16	26	90
Behavioral Health	0	0	0	1
TOTAL	**17**	**36**	**52**	**230**

TRAFFIC	Current Month	YTD 2026	YTD 2025	Year-End 2025
Collisions				
Injury	0	0	0	0
Non-Injury	0	0	0	0
Non-Reportable	0	0	0	0
TOTAL	**0**	**0**	**0**	**0**
Traffic Enforcement				
Citations	3	4	0	12
Infractions	10	18	11	104
Warnings	43	96	71	518
TOTAL	**56**	**118**	**82**	**634**

LICENSE PLATE READER EVENTS	Current Month	YTD 2026	YTD 2025	Year-End 2025
LPR alerts that were recovered	0	0	0	0
LPR alerts that were not located	0	0	2	7
LPR alerts that were located, not apprehended	0	0	1	1
TOTAL	**0**	**0**	**3**	**8**

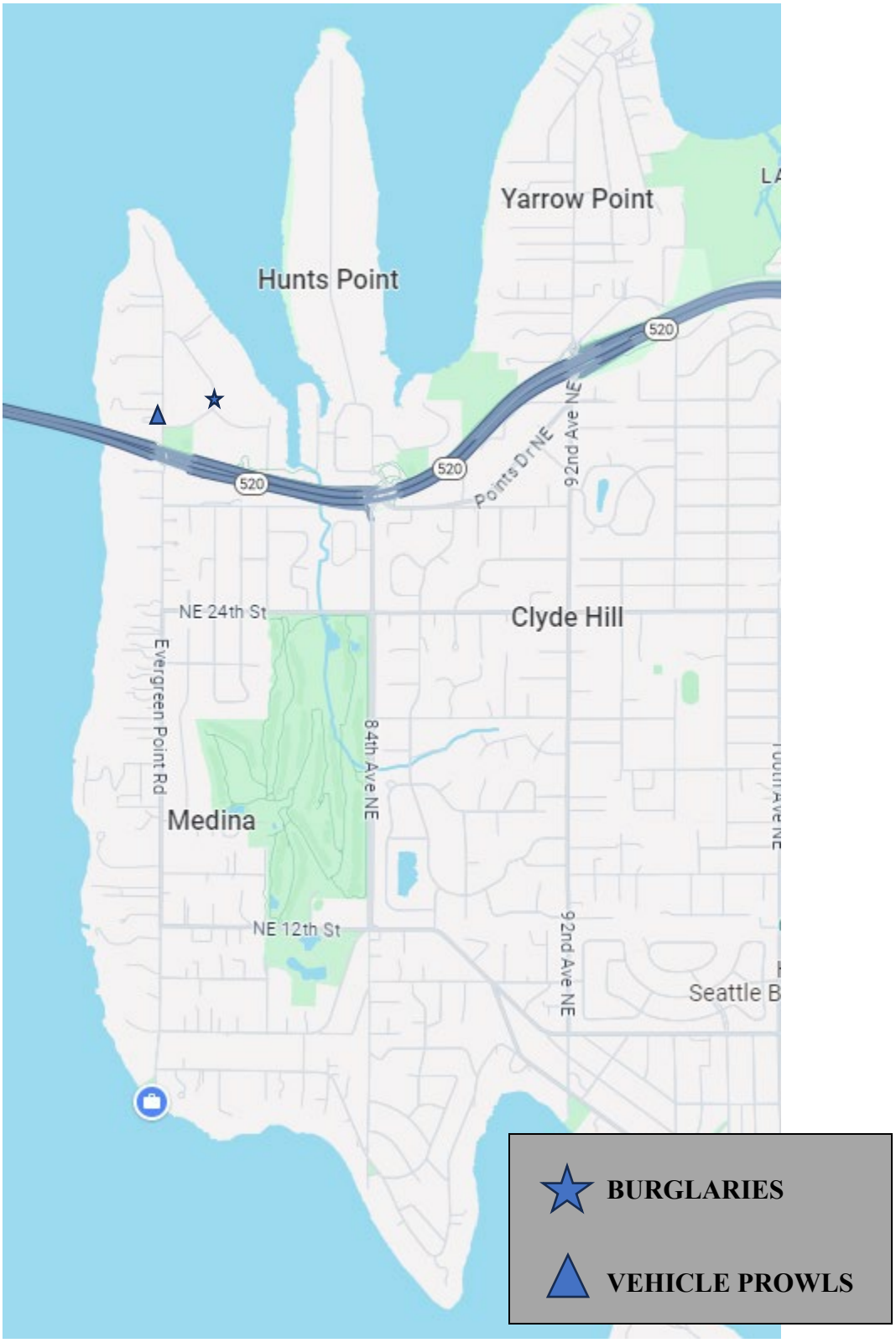
CALLS FOR SERVICE	Current Month	YTD 2026	YTD 2025	Year-End 2025
Animal	1	1	0	5
Residential Alarms	1	1	8	25
Missing Person	0	0	0	0
Suspicious Activity/Area Checks	7	14	12	109
TOTAL	**9**	**16**	**20**	**139**

**This report does not include all calls for service handled by Medina Police Officers. It is meant to be an overview of general calls for service within the specified reporting period.*

MEDINA POLICE DEPARTMENT

BURGLARY & MOTOR VEHICLE PROWL INCIDENT MAP

FEBRUARY YEAR-TO-DATE



MEDINA POLICE DEPARTMENT

MONTHLY REPORTING STANDARDS

CATEGORY	DETAILS
Burglary	Includes: • Burglary (all degrees) • Residential Burglary
Vehicle Prowl	All degrees of Motor Vehicle Prowl.
Vehicle Theft	Includes: • Motor vehicle theft • Taking a motor vehicle without permission • Car jacking
Theft	Includes: • Possession of stolen property • Theft (all degrees) • Theft of mail
ID Theft/Fraud	Includes: • Identity theft • Fraud
Malicious Mischief	Includes: • Arson • Malicious Mischief (vandalism)
Domestic Violence	Includes: • DV Assault (all degrees) • Violation of Domestic Violence Court Order • DV Harassment (all degrees) • Custodial Interference • Order Service • DV Rape & Sex Offenses
Disturbance/Harassment /Non-DV Assault	Includes: • Disturbance • Telephonic Harassment • Harassment (all degrees) • Assault (all degrees) • Abuse investigations • Extortion • Kidnapping • Non-DV Rape & Sex Offenses • Robbery
Drug Violations	Includes all Violations of the Uniformed Controlled Substances Act
Community Assists	Includes: • Adult Protective Services (APS) investigations • Child Protective Services (CPS) investigations • Civil matters • Community Policing

	• Non-suspicious Death Investigations • Assisting the Fire Department/EMS • Found Child • Found Property • Special Events
Marine	Includes all incidents within our jurisdiction on the waterways.
House Watch Checks	Total number of visits to residences on house watch within the reporting period.
School Zone	Total number of school zone patrols conducted at all three elementary schools within the reporting period.
Behavioral Health	Calls for service involving individuals experiencing a behavioral or mental health episode. The call may have resulted in anything ranging from no police action and an involuntary commitment to a medical facility for treatment.

Traffic Collisions	Includes:
	• Injury collisions involve medical treatment to at least one of the involved parties, either by on-scene EMS evaluation/treatment and/or transportation to a medical facility for treatment. These collisions require a police case report by law.
	• Non-injury collisions involve a collision in which there is property damage amounting to at least $1,000 but no involved parties were injured. These collisions require a police case report by law.
	• Non-reportable collisions involve a collision under any of the following circumstances:
	  o Collision on private property with no injuries.
	  o Collision on public right of way with no injuries and any property damage did not amount to at least $1,000.

Traffic Enforcement	Citations: • Any criminal traffic citation, to include Driving With Suspended License, Reckless Driving, DUI, etc. Infractions: • Any non-criminal traffic stop that resulted in the issuance of a civil infraction (ticket) to the driver. Warnings: • Any traffic stop that resulted in a verbal warning to the driver.
License Plate Reader (LPR) Events	Stolen license plates/vehicles that alerted the LPR system and were recovered. Stolen license plates/vehicles that alerted the LPR system and were not located. Stolen license plates/vehicles that alerted the LPR system and were located but fled from law enforcement attempts to apprehend the vehicle.
Animal	Includes: • Found animal call for service • Lost animal call for service • Welfare check involving an animal • Noise complaints or nuisance calls for service involving an animal
Residential Alarms	House alarms that are triggered and the alarm company contacts 911 for a police response. These calls for service do not include alarm calls that become a burglary investigation upon police arrival.
Missing Person	Calls for service where a missing person report is taken, or the assistance of law enforcement is requested to search for a missing person. These calls include adults as well as juveniles.

Suspicious Activity/Area Checks	Includes: • Noise complaints • Suspicious person/activity reports • Field contacts made by officers on patrol • Loud party calls, juveniles • Reports of dangerous driving • Weapons Complaints • Soliciting • Welfare Check • Prowler

**This report does not include all calls for service handled by Medina Police Officers. It is meant to be an overview of general calls for service within the specified reporting period.*

City of MEDINA WASHINGTON
501 Evergreen Point Road, Medina WA 98039
425.233.6400 www.medina-wa.gov

Date: March 9, 2026

To: Honorable Mayor and City Council

Via: Jeff Swanson, City Manager

From: Steven R. Wilcox. Development Services Department Director

Subject: Development Services Department Monthly Report

Permitting

Please see the attached February 2026 permit reports. These reports include all permits that Development Services processes for the City of Medina including those for Public Works right of way.

Valuation of permits issued in 2026 greatly exceed those of the same time last year at $5,434,892 vs. $1,272,511. However, the permits issued to date in 2026 were accepted in 2025 with their review processes having been completed this year. Because permit work can occur in one year and then that permit issued in a different year, valuation data and even financial data can skew the actual workload appearance of the Development Services Department in both directions either up or down. Development Services permitting related workload remained slow in February with a large existing home re-roof project accounting for about half the permit value.

Permit valuation is only an indication of activity. Financial data will provide actual accounting.

I continue to talk with those involved in our local development including owners, architects, developers, engineers, general contractors and sub-contractors about their current and anticipated Medina work volume. I also ask for opinions about local development trends. There are some concerns about the near future of development activity in Medina. Specialty contractors are typically busy everywhere. Most professionals I speak with are busy, but just not in the Points area. One thing for certain is that Medina residents tend to develop projects with timing that does not necessarily match that of other local jurisdictions.

If Medina development permit application trends continue as they have been, there will become a need to evaluate operations.

Development Projects of Interest

An application by the Overlake Golf and Country Club to reconstruct an existing sport court has been determined to be incomplete. The applicant will need to re-submit with complete application documents.

Planning Commission

We are polling Commissioners for a potential Special Planning Commission meeting on April 14th. This additional meeting in April is needed for the Outdoor Lighting Ordinance review and to have the possibility of completing the adoption process by the expiration of the extended Interim Official Control on June 20, 2026. There remains the potential that the Outdoor Lighting IOC will need a second extension.

Administration

We hope to have the current vacancy on the Commission filled for our March 24th meeting. Medina's Personnel Committee will interview candidates and then make a recommendation to the Council.

I have invited our City Attorney to attend the March 24, 2026, Planning Commission meeting. We are establishing an annual presentation by our attorney for an overview of Medina Municipal Code Chapter 2.28 – Planning Commission. Essentials to review annually include general process, powers, duties, rules of order, and personal vs. Medina email use.

We are establishing a new more formalized "meeting before meeting" process. These types of meetings have always been needed, and they did occur, but not always and not always on a scheduled basis. Medina's Development Services Coordinator is also the Planning Commission Secretary, and she will be scheduling this meeting with those involved. Invited are the Chair, Vice Chair, Secretary, Development Services Director and Medina's Planning consultant, other consultants, or staff making a presentation as may be needed. I work with the presenter ahead of this meeting on the development of materials. The purpose of this meeting is to help ensure efficiency during the Planning Commission meetings. The Chair and Vice Chair can help guide the Planning Commission conversation if they know ahead of time the material background.

We are developing a new Planning Commission Calendar that will be maintained by our Development Services Coordinator with input from me. The Calendar by necessity is a working document that will regularly require updating. The Planning Commission Calendar will be a product of the Council Work Plan. The Planning Commission Calendar format is a copy of that used to schedule Council meetings. The Calendar will have anticipated project dates, known deadlines, process such as Department of Commerce and SEPA, Council meeting dates, etc. There will also be placeholders for potential State mandates or other future Medina initiated priorities where we can see the projects and prepare for grant applications and budgeting. The Calendar can be shared with both the Council and the Planning Commission regularly. The Calendar may need to be supplemented with graphics.

Projects

On January 27th the Planning Commission was introduced to the Outdoor Lighting topic. On March 24th the Outdoor Lighting topic will be presented by our Planning Consultant Kim Gunderson. Kim is using the IOC Lighting Ordinance as a template. The Dark Sky model ordinance is being used and outdoor lighting currently allowed in Medina is not being expanded. I have asked Kim to assure that the discussion is contained to what I believe the Council has asked, and I will also discuss these same points with the Chair and Vice Chair at our meeting prior to the March 24th Planning Commission meeting.

Tree Management Code MMC 16.52 "Short-term Solutions" will be added to the Planning Commission Calendar assuming that the Council directs this to happen on March 9th. An Agenda Bill has been prepared and submitted as a City Business item.

At the March 23rd Council meeting I hope to receive direction to send the building bulk topic to the Planning Commission for addition to their calendar and to begin their review with the goal to create a draft ordinance as a recommendation for the Council. The Council had sent the building bulk topic to the Planning Commission a few years ago with the resulting recommendations likely not achieving the full desired intent of the project. Our Planning consultant Kim Gunderson will attend the March 23rd Council meeting in person and at my direction she has already been working on background preparation for the bulk topic at the Planning Commission. I will draft an Agenda Bill which will have the goal of summarizing a significant project into a short, but hopefully clear request to the Council to direct me to forward the topic to the Planning Commission Calendar and to begin their review.

Once the Work Plan is finalized, we can add projects to the developing Planning Commission Calendar and make it a useful tool.

Tree inventory Project

Our City Arborist and his assistant have started the right-of-way portion of the tree inventory project. The work is being performed in 5 separate areas. Dividing the project allows us to better keep the public informed about the work location and where our arborists are. See the Medina website "2026 Tree Inventory Project" and "Read More" to see the 5 separate work areas.

I expect that there will be residents' questions about our arborists working immediately in front of their properties, so we have taken several steps to ensure notification and identification are fully addressed.

This right-of-way inventory is the second part of a project which started in 2025. In 2025 Medina's parks and open spaces were inventoried. This year the inventory is the second of two parts and is focused on right of way trees which are primarily along streets in front of private property.

The inventory project involves our arborists walking through the entire city. Only public trees are being inventoried. No private trees or private property is involved in the inventory. Data collected includes GIS location, species, size, health. Each tree also has an identification tag added to it. The data will be maintained on our Medina website available for anyone to view.

The inventory data is prepared so that if the Council chooses, Medina trees can be managed as an entire forest rather than one by one. Then, managing the public "urban forest" could become text within a comprehensive replacement to the current Medina Tree Management Code. Added to this is the need for a new approach to private property tree management. We have been building towards the 2027 budget and a request to review the tree code for about the past three years. I would expect that a new tree code could use a successful example from another jurisdiction as a template which would save time and expense.

February Tree Permit Report

There is a tree removal permit application for 3419 Evergreen Point Road. Two large trees are high risk and unfortunately can and should be removed.

A third tree shown as "Picture #3" within the attached report is healthy. The process to remove this tree involves a non-administrative tree activity permit with the decision going to the Medina Hearing Examiner. Due to direction of the Medina Comprehensive Plan, and the Purpose and Intent as written within the Medina Municipal Code Chapter 16.52-Tree Management Code, staff is opposed to removal and will draft a report accordingly.

Attachments:

February 2026 Permits Received Report
February 2026 Permit Issued Report
February 2026 Code Enforcement Report
February 2026 Tree Permit Activity Report

February 2026 Permit Applications Received

Permit Type	Submitted Date	Permit Number	Total Valuation	Address
B-ADD/ALT	02/20/2026	B-26-010	$1,130,000.00	322 84th Ave NE
B-ADD/ALT	02/05/2026	B-26-006	$20,000.00	1000 80TH AVE NE
B-ADD/ALT	02/12/2026	B-26-009	$2,000.00	8711 NE 4TH ST
TOTAL B-ADD/ALT:	**3**		**$1,152,000.00**	
B-GAS	02/11/2026	G-26-004		7626 NE 10TH ST
B-GAS	02/19/2026	G-26-005		2665 77th Ave NE
TOTAL B-GAS:	**2**		**$0.00**	
B-GATE	02/25/2026	B-26-011	$5,000.00	3443 Evergreen Pt. Rd.
TOTAL B-GATE:	**1**		**$5,000.00**	
B-MECHANICAL	02/04/2026	M-26-007		3230 78TH PL NE
B-MECHANICAL	02/03/2026	M-26-006		3230 78th Pl NE
B-MECHANICAL	02/16/2026	M-26-008		2045 77th Ave NE
B-MECHANICAL	02/23/2026	M-26-009		322 84th Ave NE
B-MECHANICAL	02/24/2026	M-26-010		3430 EVERGREEN POINT RD
TOTAL B-MECHANICAL:	**5**		**$0.00**	

B-PIER	02/02/2026	B-26-005	$70,000.00	3263 EVERGREEN POINT RD
TOTAL B-PIER:	**1**		**$70,000.00**	
B-PLUMBING	02/05/2026	P-26-010		3230 78th PL NE
B-PLUMBING	02/09/2026	P-26-011		8445 NE 12TH ST
B-PLUMBING	02/20/2026	P-26-013		484 OVERLAKE DR E
B-PLUMBING	02/23/2026	P-26-014		322 84TH AVE NE
TOTAL B-PLUMBING:	**4**		**$0.00**	
B-ROOF	02/09/2026	B-26-007		8444 Midland Rd.
B-ROOF	02/09/2026	B-26-008		7700 NE 24th St.
TOTAL B-ROOF:	**2**		**$0.00**	
B-SFR	02/27/2026	B-26-012	$1,200,000.00	8445 NE 9TH ST
TOTAL B-SFR:	**1**		**$1,200,000.00**	
CAP - CONSTRUCTION ACTIVITY PERMIT	02/23/2026	CAP-26-005		322 84TH AVE NE
CAP - CONSTRUCTION ACTIVITY PERMIT	02/26/2026	CAP-26-006		3203 Evergreen Point Rd
TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:	**2**		**$0.00**	
ENG-GRADING/DRAINAGE	02/09/2026	ENG-GD-26-001		2227 EVERGREEN POINT RD
ENG-GRADING/DRAINAGE	02/26/2026	ENG-GD-26-002		3203 Evergreen Point Rd

TOTAL ENG-GRADING/DRAINAGE:	**2**		**$0.00**	
P-ADMIN SPECIAL USE	02/10/2026	P-26-012		1013 84th Ave NE
TOTAL P-ADMIN SPECIAL USE:	**1**		**$0.00**	
P-CRITICAL AREAS REVIEW	02/24/2026	P-26-015		8000 NE 16TH ST
P-CRITICAL AREAS REVIEW	02/28/2026	P-26-019		543 OVERLAKE DR E
TOTAL P-CRITICAL AREAS REVIEW:	**2**		**$0.00**	
P-NON ADMIN CONDITIONAL USE	02/24/2026	P-26-016		8000 NE 16TH ST
TOTAL P-NON ADMIN CONDITIONAL USE:	**1**		**$0.00**	
P-NON ADMIN SUBSTANTIAL DEV	02/26/2026	P-26-018		3203 Evergreen Point Rd
TOTAL P-NON ADMIN SUBSTANTIAL DEV:	**1**		**$0.00**	
P-SEPA THRESHOLD	02/25/2026	P-26-017		8000 NE 16TH ST
TOTAL P-SEPA THRESHOLD:	**1**		**$0.00**	
PW-RIGHT OF WAY	02/04/2026	PW-ROW-26-011		8730 Overlake Dr W
PW-RIGHT OF WAY	02/04/2026	PW-ROW-26-012		8616 NE 6th St.
PW-RIGHT OF WAY	02/04/2026	PW-ROW-26-013		2301 Evergreen Pt Rd.
PW-RIGHT OF WAY	02/04/2026	PW-ROW-26-014		1015 84th Ave NE
PW-RIGHT OF WAY	02/04/2026	PW-ROW-26-015		2427 79th Ave NE

PW-RIGHT OF WAY	02/09/2026	PW-ROW-26-016		3444 Evergreen Pt Rd.
PW-RIGHT OF WAY	02/09/2026	PW-ROW-26-017		7329 NE 18TH ST
PW-RIGHT OF WAY	02/24/2026	PW-ROW-26-018		8300 NE 24th St.
PW-RIGHT OF WAY	02/27/2026	PW-ROW-26-019		7570 NE 28TH PL
TOTAL PW-RIGHT OF WAY:	**9**		**$0.00**	
TREE-WITH BUILDING/DEVELOPMENT	02/26/2026	TREE-26-004		3203 Evergreen Point Rd
TOTAL TREE-WITH BUILDING/DEVELOPMENT:	**1**		**$0.00**	
Total # of Permits	**39**		**$2,427,000.00**	

February 2026 Issued Permits

Report run on: 03/02/2026 07:54 AM

Construction Value:	Feb-26	Feb-25	2026 YTM	2025 YTM	Difference
Accessory Structure	-	-	$90,000.00	-	$90,000.00
Addition / Alteration	-	$75,000.00	$1,480,000.00	$1,250,268.42	$229,731.58
Fence / Wall	$32,282.00	$22,243.00	$32,282.00	$22,243.00	$10,039.00
New Construction	$3,742,610.00	-	$3,742,610.00	-	$3,742,610.00
Repair / Replace	-	-	-	-	$0.00
Wireless Comm. Facility	-	-	$90,000.00	-	$90,000.00
Total Value:	**$3,774,892.00**	**$97,243.00**	**$5,434,892.00**	**$1,272,511.42**	**$4,162,380.58**
Permits Issued:	**February 2026**	**February 2025**	**2026 YTM**	**2025 YTM**	**Difference**
New Construction	2	-	2	-	2
Permit Extension	6	1	16	6	10
Accessory Structure	-	-	1	-	1
Addition / Alteration	-	1	2	4	(2)
Construction Activity Permit	2	2	6	6	0
Demolition	2	-	2	-	2
Fence / Wall	1	1	1	1	0
Grading / Drainage	2	1	3	1	2
Mechanical	3	4	6	12	(6)
Other - Moving	-	-	-	-	0
Plumbing / Gas	7	3	13	7	6
Repair / Replace	-	-	-	-	0
Reroof	-	-	-	-	0
Right of Way Use	10	3	17	5	12
Tree Mitigation	5	2	7	4	3
Wireless Comm. Facility	-	-	1	-	1
Total Permits:	**40**	**18**	**77**	**46**	**31**
Inspections:	**February 2026**	**February 2025**	**2026 YTM**	**2025 YTM**	**Difference**
Building	51	94	117	179	(62)
Engineering/Other	4	14	26	35	(9)
	9	4	14	6	8
Tree	5	1	8	6	2
Total Inspections:	**69**	**113**	**165**	**226**	**(61)**

February 2026 Code Enforcement Report

Case Number	Case Type	Assigned To	Address	Case Text	Fine Amount
CC-2026-010	NOTICE OF VIOLATION	Rob Kilmer	3203 Evergreen Pt Rd.	Description: Notice of Violation associated with SWO CC-2026-004 .	None at this time
CC-2026-011	CITATION	Rob Kilmer	7649 NE 14TH ST	Description: Observed work-related vehicles parked along the right-of-way, three on first day, one on the following day. Action Taken: As this violation comes after the issuance of a Formal Warning (CC-2026-005), a Notice of Citation is now being issued.	$400
CC-2026-012	GENERAL	Rob Kilmer	7633 NE 14TH ST	Description: Received concern from property owner regarding work along property line with construction site at 7649 NE14th Street. Action Taken: Walked the property line and observed the work being performed. The work appears to follow the property boundary line and does not appear to violate the issued permits. Bushes and vines intertwined with an old wire fence located along the property line are being impacted. The City Arborist met with the property owner on 2/4/26 and determined that no protected trees are being affected.	N/A
CC-2026-014	SIGN VIOLATION	Rob Kilmer	1201 EVERGREEN POINT RD	Description: Observed commercial advertising sign (Good girl High End Remodeling) displayed within the right-of-way. Action Taken: Removed sign and contacted the company to inform them of the sign rules in Medina.	None at this time
CC-2026-015	GENERAL	Rob Kilmer	2548 MEDINA CIR	Description: Observed structure apparently placed within the property's setback areas. Action Taken: Initiated code enforcement investigation.	See NOV below
CC-2026-016	NOTICE OF VIOLATION	Rob Kilmer	2548 MEDINA CIR	Description: Per investigation CC-2026-015, a shed is observed to have been placed within the property's setbacks. The shed additionally does not appear to be exempt from requiring a building permit. Action Taken: Issued Notice of Violation Current Status: Working with property owner to bring the shed into compliance.	To be determined based upon compliance
CC-2026-017	INITIAL WARNING	Rob Kilmer	1076 LAKE WASHINGTON BLVD NE	Description: Received concern regarding site conditions. Action Taken: Visited site to investigate. Issued initial warning to project Agent.	N/A
CC-2026-018	GENERAL	Rob Kilmer	712 84TH AVE NE	Description: Received concern regarding tree work at the site. Action Taken: Visited site with City Arborist and determined that the work is following issued permit TREE-26-003. No further action taken. .	N/A

CC-2026-019	CITATION	Rob Kilmer	328 OVERLAKE DR E	Description: Observed 5 construction related vehicles parked along right-of-way. Action Taken: Issued Citation .	$500
CC-2026-020	SIGN VIOLATION	Rob Kilmer	Various	Description: Commercial advertising signs (ROOR & GUTTER CLEANING 425-535-7162)(x5) observed in the right-of-way in multiple locations. Action Taken: Removed the signs and spoke with the company to inform them of Medina's sign rules.	None at this time
CC-2026-021	STOP WORK ORDER	Rob Kilmer	2215 79TH AVE NE	Description: Observed excavation work within the City right-of-way that requires a permit. Action Taken: Posted a Stop Work Order on the property and left a copy with contact information at the door.	Issue Resolved
CC-2026-022	SIGN VIOLATION	Rob Kilmer	Various	Description: Observed signs (Gutter Cleaning; 425-532-1111; northwestproexteriors.com)(2) displayed along City right-of-ways. Action Taken: Removed signs and contacted the company to inform them of the sign rules in Medina	None at this time
CC-2026-023	GENERAL	Rob Kilmer	605 76TH AVE NE	Description: Observed fence being reconstructed. Action Taken: Started investigation to determine if a permit is needed. Spoke with the contractor, who then provided the project estimate. As the project is below the thresholds of MMC 16.40.050(3), no permit is required. .	N/A
CC-2026-024	SIGN VIOLATION	Rob Kilmer	1049 82ND AVE NE	Description: Observed commercial advertising sign (Heezy Haulers, 206-888-0612) displayed along the right-of-way. Action Taken: Contacted company and informed them of the sign rules in Medina.	None at this time

Past Code Enforcement Cases Still Open

Case Number(s)	Case Type	Assigned To	Address	Case Text	Fine Amount
CC-2023-152	NOTICE OF VIOLATION	Rob Kilmer	7838 NE 8TH ST	Description: During an inspection at a neighboring property, a structure was observed to have been built within the rear-yard setbacks of 7838 NE 8th Street. The structure appears to require both an approved variance and building permit. Action Taken: Issued a Notice of Violation Estimated Penalty: Structure must be removed or approved variance and building permit(s) must be obtained. Financial penalties will apply if required actions are not initiated by 11/2/23. Status: Working through variance process .	To be determined based upon compliance

CC-2024-070 CC-2024-072 CC-2024-080	STOP WORK ORDER NOTICE OF VIOLATION NOTICE OF FINAL ORDER	Rob Kilmer	8711 Ridge Road	Description: Observed stairway structure being erected on roof of garage up to roof of second story. Action Taken: Issued Stop Work Order and required a permit pre-application meeting to be scheduled. Estimated Penalty: Doubling of permit fees per MMC 16.40.070. - Work commencing before permit issuance. To be reviewed for Notice of Violation penalty per MMC 1.15.200. - Notice of violation. Status: Pending Resolution	To be determined based upon compliance
CC-2024-101 CC-2024-114 CC-2025-090	GENERAL NOTICE OF VIOLATION NOTICE OF VIOLATION	Rob Kilmer	7664 NE 14TH ST	Description: Met onsite with homeowner to discuss a sport court that had been installed. Action Taken: Directed homeowner that permits are required for a sport court. Status: Working through zoning process	To be determined based upon compliance
CC-2026-004	STOP WORK ORDER	Rob Kilmer	Parcel: 2425049255 3203 Evergreen Pt Rd.	Description: Based on information about the past history of this site, additional information is required before work can continue. Action Taken: Issued Stop Work Order requiring the project's Geotechnical Engineer to provide a report for review by the City.	To be determined based on compliance.

Tree Permit Activity Report
February 2026
By Andy Crossett

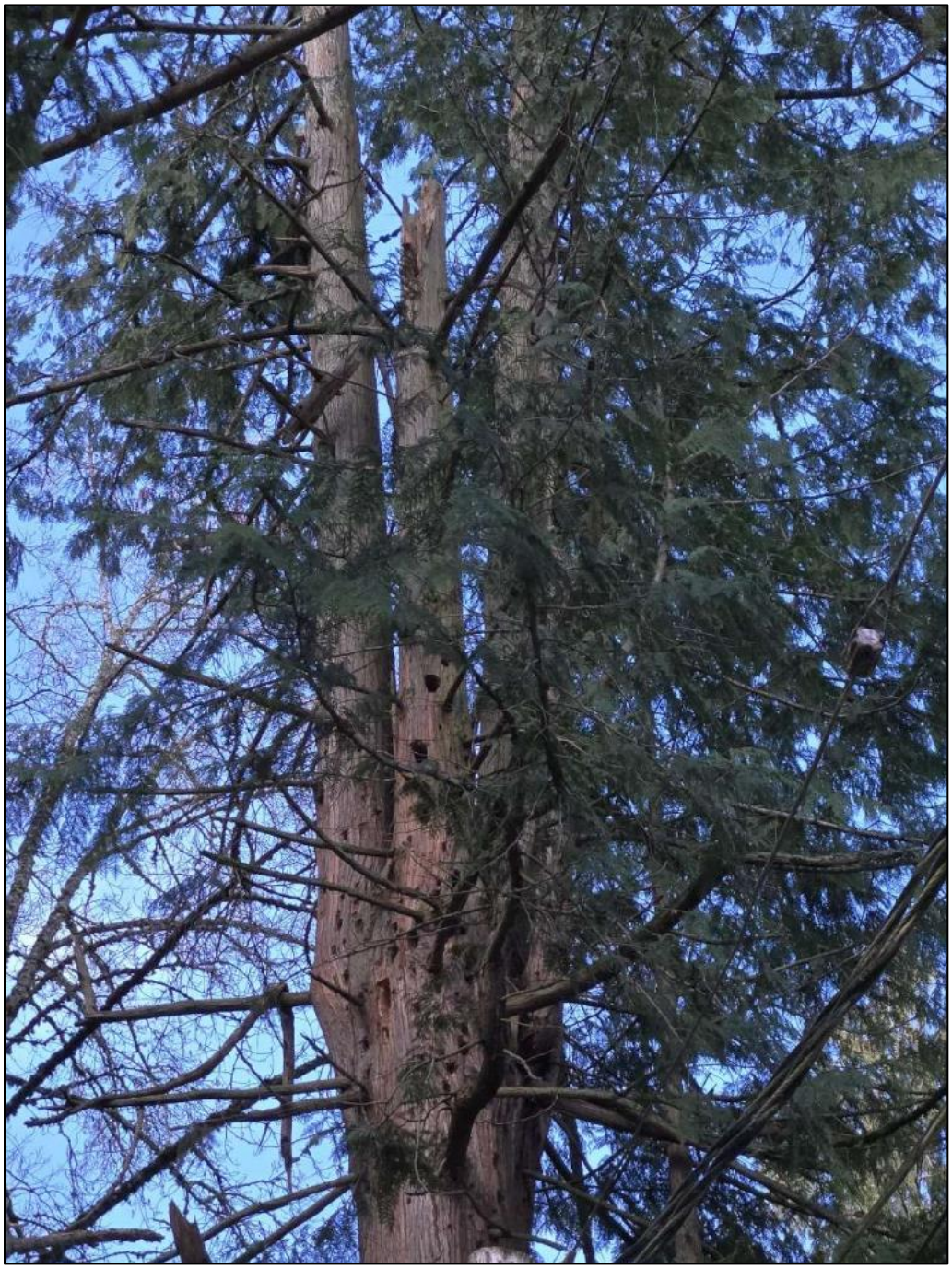
Issued Non-Development Tree Permit Activity Table						
Picture #	Permit Type	Address	# Trees Removed	Removed Tree (Size)	Supplemental Required	Description
N/A	TREE-RESTORATION TREE-26-002	2425 76th Ave NE	2 English Holly	6, 15	3	Invasive King County noxious weed to be removed and replaced with native trees.
1, 2	TREE-RESTORATION TREE-26-001	3419 Evergreen Point Rd	1 Douglas fir, 1 Western redcedar	52, 50	2	Both trees were assessed as unhealthy and high risk and, according to MMC 16.52.080, neither would be considered a “landmark” tree. High-risk trees require one replacement tree each.
3	TREE-NON ADMIN TREE ACTIVITY PERMIT TREE-25-082	3419 Evergreen Point Rd	1 Western redcedar	50	50-inches of supplemental replacement trees.	Proposed to be removed as part of development. Currently in comment period.

New Development Tree Permit Activity Table						
Picture #	Permit Type	Address	# Trees Removed	Removed Tree (Size)	Supplemental Required	Description
N/A						

Photographs

Picture 1. 3419 Evergreen Point Rd. The following trees were independently assessed as high risk and confirmed to be high risk after reviewing the report and visiting the site. The Douglas fir measures 52 inches in diameter and the cedar measures 50 inches in diameter. Both trees have experienced stem failures, have visible cavities, and are unlikely to remain upright much longer.

Western redcedar – Extensive decay and associated cavities are present on the trunk where several multi-stemmed leaders converge. The cavity extends from this point down into the base of the trunk.



Picture 2. Douglas fir – The top of the tree blew out, leaving the torn section dead. Leaders formed below the torn section. A cavity is present in at least the portion of the trunk supporting the competing leaders. There is a high probability these stems will naturally fail and tear out during wind events. The lower portion of the trunk shows extensive insect activity and resin bleeding. Insects can indicate nesting activity within decayed trunk wood. Heavy resin bleeding on Douglas fir is often associated with honey fungus, which can digest both decayed and living wood and is commonly associated with root failure in many tree species.

Picture 3. A 50-inch healthy landmark western redcedar is proposed to be removed due to future site development. Notices have been posted and mailers sent during the comment period. This application will proceed to a public hearing, where the Hearing Examiner will determine whether removal is warranted under Medina City Code.

CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: March 9th, 2026

To: Honorable Mayor and City Council

Via: Jeff Swanson, City Manager

From: Ryan Wagner, Finance & HR Director

Subject: February 2026 Financials

The February 2026 report includes:

- February Key Revenue and Expenditure Numbers
- February Financial Summary
- February Cash Statement
- 2026 Financials by Account
- February 2026, AP Check Register Activity Detail

February 2026 Key Revenue

- $169K Utility and Franchise Fees
- $160K Local Sales Tax
- $21K December REET Revenue
- $40K Investment Earnings
- $42K Permit Fees
- $60K Property Taxes

February 2026 Key Expenditures

- $14K Mahoney Planning – Current Planning Consultant
- $10K WA State Auditors – 2024 Audit Costs
- $6K Docusign – 2026 License Cost
- $5K Treefrog – Jan 2026 Arborist Costs
- $4K PlanIT Geo Inc. – Tree Plotter Software

February 2026 Financial Summary

REVENUES:	FEB ACTUAL	YTD ACTUAL	2026 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET
General Fund					
Property Tax	$60,970	$75,123	$4,741,397	1.58%	$4,666,274
Sales Tax	$159,828	$365,398	$2,023,000	18.06%	$1,657,602
Affordable & Sup. Housing	$0	$0	$0	--	$0
Criminal Justice	$10,925	$19,381	$108,150	17.92%	$88,769
B & O Tax: Utility & Franchise Fee	$169,434	$362,050	$1,218,000	29.72%	$855,950
Leasehold Excise Tax	$0	$0	$0	0.00%	$0
General Government (includes Hunts Point)	$0	$70	$379,984	0.02%	$379,914
Passports, General Licenses & Permits	$106	$5,919	$77,036	7.68%	$71,117
Fines, Penalties, Traffic Infr.	$0	$4,247	$30,000	14.16%	$25,753
Misc. Invest. Facility Leases	$30,353	$65,843	$278,820	23.61%	$212,977
Disposition of Capital Assets	$0	$0	$0	--	$0
General Fund Total	**$431,617**	**$898,031**	**$8,856,387**	10.14%	**$7,958,356**
Development Services Fund Total	**$53,460**	**$132,465**	**$805,000**	16.46%	**$672,534.96**
Development Services Fund Transfers In from GF	*$8,333*	*$16,667*	*$100,000*	100.00%	$0.00
Street Fund Total	**$3,827**	**$8,977**	**$119,219**	7.53%	**$90,446**
Street Fund Transfers In	*$46,250*	*$92,500*	*$555,000*	16.67%	*$0*
Tree Fund Total	**$0**	**$0**	**$3,075**	0.00%	**$3,075**
Contigency Fund Total	**$0**	**$21,136**	**$0**	0.00%	**($21,136)**
Capital Fund Total	**$40,094**	**$202,880**	**$1,395,000**	14.54%	**$1,192,120**
Levy Stabilization Fund Total	**$0**	**$0**	**$0**	--	**$0**
Levy Fund Transfers In GF	*$0*	*$0*	*$0*	--	$0
NonRevenue Trust Funds Total	**$202**	**$3,745**	**$0**	--	**($3,745)**
Master Investments Total	**$0**	**$0**	**$0**	--	**$0**
Total (All Funds)	**$529,199**	**$1,267,234**	**$11,178,681**	11.34%	**$9,911,447**
Total (All Funds) Transfers In	*$54,583*	*$109,167*	*$655,000*	16.67%	*$545,833*

EXPENDITURES:	FEB ACTUAL	YTD ACTUAL	2026 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET
General Fund					
Legislative	$3,712	$5,923	$80,000	7.40%	$74,077
Municipal Court	$3,149	$3,149	$35,000	9.00%	$31,851
Executive	$22,142	$46,199	$325,603	14.19%	$279,404
Finance	$36,482	$288,640	$632,123	45.66%	$343,483
Legal	$4,850	$4,850	$527,000	0.92%	$522,150
Central Services	$49,628	$119,183	$1,026,630	11.61%	$907,447
Police Operations	$257,120	$490,355	$2,887,218	16.98%	$2,396,863
Fire & Medical Aid	$0	$0	$1,060,791	0.00%	$1,060,791
Public Housing, Environmental & Mental Health Fees	$196	$13,469	$56,143	23.99%	$42,674
Recreational Services	$0	$0	$44,300	0.00%	$44,300
Long Range Planning	$10,002	$11,109	$281,745	3.94%	$270,636
Parks	$46,921	$94,845	$639,065	14.84%	$544,220
Equipment Replacement	$7,139	$110,639	$422,995	26.16%	$312,356
General Fund Subtotal	**$434,202**	**$1,077,722**	**$7,595,618**	**14.19%**	**$6,517,896**
General Fund Transfers Out	$46,250	$92,500	$555,000	*16.67%*	*$462,500*
General Fund Total	**$480,452**	**$1,170,222**	**$8,150,618**	***14.36%***	***$6,980,396***
Development Services Fund Total	**$58,356**	**$148,205**	**$1,004,807**	**14.75%**	**$856,602**
City Street Fund Total	**$44,611**	**$77,201**	**$657,099**	**11.75%**	**$579,898**
Tree Fund Total	**$0**	**$0**	**$30,000**	**0.00%**	**$30,000**
Capital Fund Total	**$6,323**	**$6,323**	**$1,280,000**	**0.49%**	**$1,273,677**
Capital Fund Transfers Out	$8,333	$16,667	$100,000	16.67%	$83,333
NonRevenue Trust Funds Total	**$144**	**$180**	**$0**	**0.00%**	**($180)**
Master Investments Total	**$0**	**$0**	**$0**	**0.00%**	**$0**
Total (All Funds)	**$543,635**	**$1,309,631**	**$10,567,524**	**12.39%**	**$9,257,893**
Total (All Funds) Transfers Out	*$54,583*	*$109,167*	*$655,000*	*16.67%*	*$545,833*

2026 February Cash Balance

2026 Cash Balance, 01/31/2026		2026 Cash Balance, 02/28/2026	
TOTAL CASH & INVESTMENTS		TOTAL CASH & INVESTMENTS	
Period Ending: 01/31/2026		Period Ending: 02/28/2026	
WA ST INV POOL	$ 13,436,949	WA ST INV POOL	$ 13,650,448
OTHER INVESTMENTS*	4,294,854	OTHER INVESTMENTS*	4,294,854
CHECKING	952,086	CHECKING	572,902
	$ 18,683,889		$ 18,518,204
		Outstanding Checks	$126,836
		Total:	$ 18,391,368

$1M bond (Dec 2024)
5/15/2028
$1.15M bond (Jan 2023)
6/30/2026
$500K bond (May 2025)
3/1/2029
$1M bond (Aug 2024)
7/8/2027
$1M bond (Nov 2024)
11/15/2027

2026 Revenue

Account Number	Title	Period	Fiscal	Budget	% of	Balance
General Fund						
General Property Taxes						
001-000-000-311-10-00	General Property Taxes	$60,970.10	$75,123.46	$4,741,397.00	1.58%	$4,666,273.54
Total General Property Taxes		**$60,970.10**	**$75,123.46**	**$4,741,397.00**	**1.58%**	**$4,666,273.54**
Retail Sales and Use Taxes						
001-000-000-313-11-00	Local Retail Sales & Use	$159,828.40	$365,398.07	$2,023,000.00	18.06%	$1,657,601.93
001-000-000-313-71-00	Criminal Justice Funding	$10,925.20	$19,380.79	$108,150.00	17.92%	$88,769.21
Total Retail Sales and Use Taxes		**$170,753.60**	**$384,778.86**	**$2,131,150.00**	**18.05%**	**$1,746,371.14**
Utility Tax						
001-000-000-316-41-00	Electric	$91,090.10	$91,090.10	$330,000.00	27.60%	$238,909.90
001-000-000-316-42-00	Gas	$44,512.57	$44,512.57	$167,000.00	26.65%	$122,487.43
001-000-000-316-43-00	Water & Sewer	$0.00	$100,539.22	$291,000.00	34.55%	$190,460.78
001-000-000-316-45-00	Garbage/Solid Waste	$0.00	$18,717.92	$69,000.00	27.13%	$50,282.08
001-000-000-316-46-00	Cable-Televisior	$27,809.29	$27,809.29	$97,000.00	28.67%	$69,190.71
001-000-000-316-47-00	Telephone	$5,946.86	$7,279.54	$46,000.00	15.83%	$38,720.46
001-000-000-316-49-00	Other	$75.00	$75.00	$0.00		($75.00)
Total Utility Tax		**$169,433.82**	**$290,023.64**	**$1,000,000.00**	**29.00%**	**$709,976.36**
Franchise Fees						
001-000-000-321-91-00	Franchise Fees &	$0.00	$72,026.15	$218,000.00	33.04%	$145,973.85
Total Franchise Fees		**$0.00**	**$72,026.15**	**$218,000.00**	**33.04%**	**$145,973.85**
Licenses and Permits						
001-000-000-322-30-00	Animal Licenses	$0.00	$0.00	$4,500.00	0.00%	$4,500.00
001-000-000-322-90-00	Gun Permits	$106.00	$120.00	$750.00	16.00%	$630.00
001-000-000-322-99-00	Medina Business Licenses	$0.00	$0.00	$25,000.00	0.00%	$25,000.00
Total Licenses and Permits		**$106.00**	**$120.00**	**$30,250.00**	**0.40%**	**$30,130.00**
Intergovernmental						
001-000-000-336-06-21-00	Mvet-Criminal Justice-	$0.00	$300.71	$1,166.00	25.79%	$865.29
001-000-000-336-06-26-00	Criminal Justice-Special	$0.00	$1,050.42	$4,081.00	25.74%	$3,030.58
001-000-000-336-06-51-00	DUI/Other Criminal	$0.00	$84.43	$0.00		($84.43)
001-000-000-336-06-94-00	Liquor Excise Tax	$0.00	$0.00	$20,055.00	0.00%	$20,055.00
001-000-000-336-06-95-00	Liquor Control Board	$0.00	$3,490.54	$21,484.00	16.25%	$17,993.46
001-000-000-336-06-95-01	Liquor Control Board	$0.00	$872.63	$0.00		($872.63)
Total Intergovernmental		**$0.00**	**$5,798.73**	**$46,786.00**	**12.39%**	**$40,987.27**
Charges for Goods and Services						
001-000-000-341-99-00	Passport & Naturalization	$0.00	$70.00	$1,000.00	7.00%	$930.00
001-000-000-342-11-00	Hunts Point Police	$0.00	$0.00	$378,984.00	0.00%	$378,984.00
Total Charges for Goods and Services		**$0.00**	**$70.00**	**$379,984.00**	**0.02%**	**$379,914.00**
Fines and Penalties						
001-000-000-353-10-00	Municipal Court-Traffic	$0.00	$4,247.35	$30,000.00	14.16%	$25,752.65
Total Fines and Penalties		**$0.00**	**$4,247.35**	**$30,000.00**	**14.16%**	**$25,752.65**
Miscellaneous Revenues						
001-000-000-361-11-00	Investment Interest	$19,303.96	$54,564.74	$145,000.00	37.63%	$90,435.26
001-000-000-361-40-00	Sales Interest	$311.06	$540.11	$6,000.00	9.00%	$5,459.89
001-000-000-362-00-00-10	Rents & Leases	$0.00	$0.00	$30,631.00	0.00%	$30,631.00
001-000-000-362-00-00-20	Post Office Facility Lease	$7,895.83	$7,895.83	$93,054.00	8.49%	$85,158.17
001-000-000-369-91-00-00	Other	$2,842.14	$2,842.14	$3,500.00	81.20%	$657.86
001-000-000-369-91-00-10	Other-Copies	$0.00	$0.00	$75.00	0.00%	$75.00
001-000-000-369-91-00-15	Other-Fingerprinting	$0.00	$0.00	$400.00	0.00%	$400.00
001-000-000-369-91-00-35	Other-Notary	$0.00	$0.00	$100.00	0.00%	$100.00
001-000-000-369-91-00-45	Other-Reports	$0.00	$0.00	$60.00	0.00%	$60.00
Total Miscellaneous Revenues		**$30,352.99**	**$65,842.82**	**$278,820.00**	**23.61%**	**$212,977.18**

Non Revenues						
001-000-000-382-10-00-01	Refundable Deposits - DS (CMP, PGB)	$10,000.00	$10,000.00	$0.00		($10,000.00)
Total Non Revenues		**$10,000.00**	**$10,000.00**	**$0.00**		**($10,000.00)**
Total General Fund		**$441,616.51**	**$908,031.01**	**$8,856,387.00**	**10.25%**	**$7,948,355.99**
City Street Fund						
Intergovernmental Revenues						
101-000-000-334-03-60-0(	WA DOE Nat'l Pollution	$0.00	$0.00	$65,000.00	0.00%	$65,000.00
101-000-000-336-00-71-0(	Multimodal Transportation	$0.00	$0.00	$3,236.00	0.00%	$3,236.00
101-000-000-336-00-87-0(	Motor Fuel	$3,826.71	$8,977.04	$50,983.00	17.61%	$42,005.96
Total Intergovernmental Revenues		**$3,826.71**	**$8,977.04**	**$119,219.00**	**7.53%**	**$110,241.96**
Transfers-In						
101-000-000-397-00-10-0(	Transfer to Street from	$37,916.67	$75,833.34	$455,000.00	16.67%	$379,166.66
101-000-000-397-00-30-0(	Transfer to Street from	$8,333.33	$16,666.66	$100,000.00	16.67%	$83,333.34
Total Transfers-In		**$46,250.00**	**$92,500.00**	**$555,000.00**	**16.67%**	**$462,500.00**
Total City Street Fund		**$50,076.71**	**$101,477.04**	**$674,219.00**	**15.05%**	**$572,741.96**
Tree Fund						
103-000-000-345-89-00-0(	Tree Replacement fees	$0.00	$0.00	$3,075.00	0.00%	$3,075.00
Total Tree Fund		**$0.00**	**$0.00**	**$3,075.00**	**0.00%**	**$3,075.00**
Contingency Fund						
302-000-000-361-11-00-0(	Investment Interest	$0.00	$21,135.78	$0.00		($21,135.78)
Total Contingency Fund		**$0.00**	**$21,135.78**	**$0.00**		**($21,135.78)**
Capital Projects Fund						
Other Taxes						
307-000-000-318-34-00-0(	Real Estate Excise Tax 1	$10,395.00	$84,725.71	$600,000.00	14.12%	$515,274.29
307-000-000-318-35-00-0(	Real Estate Excise Tax 2	$10,395.00	$84,725.71	$600,000.00	14.12%	$515,274.29
Total Other Taxes		**$20,790.00**	**$169,451.42**	**$1,200,000.00**	**14.12%**	**$1,030,548.58**
307-000-000-334-06-91-02	Grant-Property II Levy	$0.00	$0.00	$50,000.00	0.00%	$50,000.00
307-000-000-361-11-00-0(	Investment Interest	$19,303.96	$33,428.96	$145,000.00	23.05%	$111,571.04
Total Capital Projects Fund		**$40,093.96**	**$202,880.38**	**$1,395,000.00**	**14.54%**	**$1,192,119.62**
Development Services Fund						
401-000-000-322-10-00-0(	Building Permits	$42,303.58	$98,100.32	$635,000.00	15.45%	$536,899.68
401-000-000-322-11-00-0(	Building Permit -	$651.75	$1,323.25	$8,500.00	15.57%	$7,176.75
401-000-000-345-81-00-0(	Zoning	$5,650.00	$18,315.00	$40,000.00	45.79%	$21,685.00
401-000-000-345-89-00-0(	Planning	$3,379.00	$10,909.00	$100,000.00	10.91%	$89,091.00
401-000-000-359-00-00-0(	Misc, Fine, Penalties,	$0.00	$0.00	$1,500.00	0.00%	$1,500.00
401-000-000-369-91-00-05	Other-CC Convenience	$1,475.58	$3,817.47	$20,000.00	19.09%	$16,182.53
401-000-000-382-10-00-02	Refundable DS Advance	$17,042.88	$38,468.30	$40,000.00	96.17%	$1,531.70
401-000-000-382-10-00-03	Advanced Deposit Used to	$9,257.12	$15,631.70	$145,000.00	10.78%	$129,368.30
401-000-000-397-00-30-0(	Transfer from GF to DS	$8,333.33	$16,666.66	$100,000.00	16.67%	$83,333.34
Total Development Services Fund		**$88,093.24**	**$203,231.70**	**$1,090,000.00**	**18.65%**	**$886,768.30**
NonRevenue Trust Funds						
Agency Type Deposits						
State Remittances - Courts						
State Remittances -						
631-000-000-386-83-08-0(	WA ST Emer Med and	$0.00	$107.91	$0.00		($107.91)
631-000-000-386-83-31-0(	WA St- Gen Fund 93	$0.00	$215.71	$0.00		($215.71)
631-000-000-386-83-32-0(	WA St-Traumatic Brain	$0.00	$215.71	$0.00		($215.71)
Total State Remittances -		**$0.00**	**$539.33**	**$0.00**		**($539.33)**
State Remittances -						
631-000-000-386-89-09-0(	WA ST Hwy Account	$0.00	$172.64	$0.00		($172.64)
631-000-000-386-89-15-0(	Death Inv Account	$0.00	$16.55	$0.00		($16.55)
631-000-000-386-89-26-0(	Drivers Lic Tech Support	$0.00	$124.16	$0.00		($124.16)
Total State Remittances -		**$0.00**	**$313.35**	**$0.00**		**($313.35)**
Total State Remittances -		**$0.00**	**$852.68**	**$0.00**		**($852.68)**
State Remittances-Courts						
631-000-000-386-90-02-0(	WA St-State Gen Fund	$0.00	$14.76	$0.00		($14.76)
631-000-000-386-91-00-0(	WA St-State Gen Fund	$0.00	$1,348.39	$0.00		($1,348.39)
631-000-000-386-92-00-2(	WA St-State Gen Fund	$0.00	$791.70	$0.00		($791.70)
State Remittances - Crime Lab						
631-000-000-386-96-03-0(	WA St-Lab-Bld/breath	$0.00	$1.43	$0.00		($1.43)

Total State Remittances -		**$0.00**	**$1.43**	**$0.00**		**($1.43)**
State Remittances - Judicial						
631-000-000-386-97-05-0(	WA St-Judicial Info	$0.00	$496.27	$0.00		($496.27)
Total State Remittances -		**$0.00**	**$496.27**	**$0.00**		**($496.27)**
Total State Remittances-Courts		**$0.00**	**$2,652.55**	**$0.00**		**($2,652.55)**
Total Agency Type Deposits		**$0.00**	**$3,505.23**	**$0.00**		**($3,505.23)**
631-000-000-389-30-00-01	WA St-Bldg Code Fee	$52.00	$71.50	$0.00		($71.50)
631-000-000-389-30-00-88	Dept of Lic-Gun Permit-	$126.00	$144.00	$0.00		($144.00)
631-000-000-389-30-00-89	WA ST Patrol-Gun-Fbi	$24.00	$24.00	$0.00		($24.00)
Total NonRevenue Trust Funds		**$202.00**	**$3,744.73**	**$0.00**		**($3,744.73)**
Grand Totals		**$620,082.42**	**$1,440,500.64**	**$12,018,681.00**	**11.99%**	**$10,578,180.36**

2026 Expenditure

Account Number	Title	Period	Fiscal	Budget	% of	Balance
General Fund						
Legislative Services						
001-000-000-511-60-41-00	Professional Services	$0.00	$1,947.00	$10,000.00	19.47%	$8,053.00
001-000-000-511-60-41-01	Legislative Activities- Regional/Intergovt	$2,335.68	$2,335.68	$7,000.00	33.37%	$4,664.32
001-000-000-511-60-43-00	Travel & Training	$1,097.00	$1,097.00	$10,000.00	10.97%	$8,903.00
001-000-000-511-60-49-00	Miscellaneous	$278.82	$543.03	$3,000.00	18.10%	$2,456.97
001-000-000-511-60-49-10	Medina Days	$0.00	$0.00	$50,000.00	0.00%	$50,000.00
Total Legislative		**$3,711.50**	**$5,922.71**	**$80,000.00**	**7.40%**	**$74,077.29**
Municipal Court						
001-000-000-512-52-40-10	Municipal Court-Traffic/NonTrf	$3,149.22	$3,149.22	$35,000.00	9.00%	$31,850.78
Total Municipal Court		**$3,149.22**	**$3,149.22**	**$35,000.00**	**9.00%**	**$31,850.78**
Executive						
Salaries & Wages						
001-000-000-513-10-11-00	Salaries & Wages	$17,952.32	$36,931.42	$229,021.00	16.13%	$192,089.58
001-000-000-513-10-11-16	ICMA 457 Plan	$400.00	$800.00	$4,800.00	16.67%	$4,000.00
Total Salaries &		**$18,352.32**	**$37,731.42**	**$233,821.00**	**16.14%**	**$196,089.58**
Personnel Benefits						
001-000-000-513-10-21-00	Personnel Benefits	$2,855.15	$6,734.88	$43,282.00	15.56%	$36,547.12
001-000-000-513-10-21-50	Auto Allowance	$708.32	$1,416.64	$8,500.00	16.67%	$7,083.36
Total Personnel		**$3,563.47**	**$8,151.52**	**$51,782.00**	**15.74%**	**$43,630.48**
001-000-000-513-10-41-00	Professional Services	$0.00	$0.00	$36,000.00	0.00%	$36,000.00
001-000-000-513-10-43-00	Travel & Training	$225.93	$225.93	$3,000.00	7.53%	$2,774.07
001-000-000-513-10-49-00	Miscellaneous	$0.00	$90.00	$0.00		($90.00)
001-000-000-513-10-49-01	Dues, Subscriptions	$0.00	$0.00	$1,000.00	0.00%	$1,000.00
Total Executive		**$22,141.72**	**$46,198.87**	**$325,603.00**	**14.19%**	**$279,404.13**
Finance Department						
001-000-000-514-20-11-00	Salaries & Wages	$16,522.28	$29,223.23	$233,054.00	12.54%	$203,830.77
001-000-000-514-20-11-16	ICMA 457 Plan	$1,000.00	$1,750.00	$9,000.00	19.44%	$7,250.00
001-000-000-514-20-21-00	Personnel Benefits	$5,430.46	$8,390.51	$68,575.00	12.24%	$60,184.49
001-000-000-514-20-21-17	Opt-Out Of Medical	$0.00	$0.00	$5,754.00	0.00%	$5,754.00
001-000-000-514-20-41-01	Professional Services	$2,878.15	$18,189.04	$44,000.00	41.34%	$25,810.96
001-000-000-514-20-42-00	Intergvtml Prof Serv-Auditors	$10,328.52	$10,884.92	$25,000.00	43.54%	$14,115.08
001-000-000-514-20-43-00	Travel & Training	$0.00	$0.00	$1,500.00	0.00%	$1,500.00
001-000-000-514-20-46-00	Insurance (WCIA)	$0.00	$218,358.50	$217,240.00	100.51%	($1,118.50)
001-000-000-514-20-49-00	Misc-Dues,Subscriptions	$0.00	$0.00	$1,000.00	0.00%	$1,000.00
001-000-000-514-20-49-10	Miscellaneous	$322.44	$625.93	$15,000.00	4.17%	$14,374.07
001-000-000-514-40-40-00	Election Services-Voter Regist	$0.00	$1,218.00	$12,000.00	10.15%	$10,782.00
Total Finance Department		**$36,481.85**	**$288,640.13**	**$632,123.00**	**45.66%**	**$343,482.87**
Legal Department						
001-000-000-515-41-40-00	City Attorney	$0.00	$0.00	$365,000.00	0.00%	$365,000.00
001-000-000-515-45-40-00	Special Counsel	$0.00	$0.00	$100,000.00	0.00%	$100,000.00
001-000-000-515-91-40-00	Public Defender	$0.00	$0.00	$14,000.00	0.00%	$14,000.00
001-000-000-515-93-40-10	Prosecuting Attorney	$4,850.00	$4,850.00	$48,000.00	10.10%	$43,150.00
Total Legal Department		**$4,850.00**	**$4,850.00**	**$527,000.00**	**0.92%**	**$522,150.00**
Central Services						
Salaries & Wages						
001-000-000-518-10-11-00	Salaries & Wages	$17,093.32	$35,293.08	$337,380.00	10.46%	$302,086.92
001-000-000-518-10-11-11	Longevity	$854.46	$1,708.92	$9,209.00	18.56%	$7,500.08
001-000-000-518-10-11-14	Education	$150.00	$300.00	$1,800.00	16.67%	$1,500.00
001-000-000-518-10-11-16	ICMA 457 Plan	$500.00	$1,000.00	$12,000.00	8.33%	$11,000.00
001-000-000-518-10-12-00	Overtime	$1,014.72	$2,147.42	$0.00		($2,147.42)
Total Salaries & Wages		**$19,612.50**	**$40,449.42**	**$360,389.00**	**11.22%**	**$319,939.58**
Personnel Benefits						
001-000-000-518-10-21-00	Personnel Benefits	$5,842.33	$12,820.90	$114,691.00	11.18%	$101,870.10

Total Personnel Benefits		**$5,842.33**	**$12,820.90**	**$114,691.00**	**11.18%**	**$101,870.10**
Office and						
001-000-000-518-10-31-00	Office And Operating Supplies	$283.78	$1,282.76	$35,000.00	3.67%	$33,717.24
Total Office and Operating Supplies		**$283.78**	**$1,282.76**	**$35,000.00**	**3.67%**	**$33,717.24**
Other Services						
001-000-000-518-10-41-00	Professional Services	$6,238.94	$6,238.94	$37,200.00	16.77%	$30,961.06
001-000-000-518-10-42-00	Postage/Telephone	$421.60	$421.60	$8,000.00	5.27%	$7,578.40
001-000-000-518-10-43-00	Travel & Training	$0.00	$0.00	$8,000.00	0.00%	$8,000.00
001-000-000-518-10-44-00	Advertising	$0.00	$0.00	$7,500.00	0.00%	$7,500.00
001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste	$0.00	$5,132.17	$28,000.00	18.33%	$22,867.83
001-000-000-518-10-48-00	Repairs & Maint-Equipment	$0.00	$0.00	$750.00	0.00%	$750.00
001-000-000-518-10-49-10	Miscellaneous	$345.07	$345.07	$6,000.00	5.75%	$5,654.93
001-000-000-518-10-49-20	Dues, Subscriptions	$0.00	$25.00	$700.00	3.57%	$675.00
001-000-000-518-10-49-30	Postcard, Public information	$0.00	$0.00	$18,000.00	0.00%	$18,000.00
001-000-000-518-10-49-40	Photocopies	$0.00	$0.00	$500.00	0.00%	$500.00
Total Other Services		**$7,005.61**	**$12,162.78**	**$114,650.00**	**10.61%**	**$102,487.22**
Building						
001-000-000-518-30-45-00	Facility Rental	$516.00	$1,032.00	$4,800.00	21.50%	$3,768.00
001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg	$1,513.36	$7,204.49	$60,000.00	12.01%	$52,795.51
Total Building Maintenance		**$2,029.36**	**$8,236.49**	**$64,800.00**	**12.71%**	**$56,563.51**
001-000-000-518-80-31-00	IT HW, SW, Operating Supplies	$41.56	$41.56	$1,500.00	2.77%	$1,458.44
001-000-000-518-80-41-50	Technical Services, Software Services	$2,049.25	$14,756.21	$170,000.00	8.68%	$155,243.79
001-000-000-518-80-41-60	Software Services	$12,630.17	$29,300.25	$150,000.00	19.53%	$120,699.75
001-000-000-518-80-48-00	Repairs & Maint., Annual Software Maint	$0.00	$0.00	$15,000.00	0.00%	$15,000.00
Information Technology						
001-000-000-518-90-49-00	Misc.	$133.10	$133.10	$0.00		($133.10)
Total Information		**$133.10**	**$133.10**	**$0.00**		**($133.10)**
Total Central Services		**$49,627.66**	**$119,183.47**	**$1,026,030.00**	**11.62%**	**$906,846.53**
Police Operations						
Salaries & Wages						
001-000-000-521-20-11-00	Salaries & Wages	$100,271.21	$216,757.52	$1,425,110.00	15.21%	$1,208,352.48
001-000-000-521-20-11-11	Longevity	$3,524.74	$7,049.48	$40,110.00	17.58%	$33,060.52
001-000-000-521-20-11-14	Education	$50.00	$100.00	$600.00	16.67%	$500.00
001-000-000-521-20-11-16	ICMA 457 Plan	$6,846.81	$13,675.52	$49,000.00	27.91%	$35,324.48
001-000-000-521-20-11-17	Opt-Out Of Medical	$2,826.41	$5,652.82	$40,234.00	14.05%	$34,581.18
001-000-000-521-20-11-18	Night Shift Differential	$1,124.12	$5,906.34	$20,808.00	28.38%	$14,901.66
001-000-000-521-20-11-19	2% Physical Fitness Incentive	$1,154.44	$2,308.88	$19,063.00	12.11%	$16,754.12
001-000-000-521-20-12-00	Overtime	$11,857.70	$15,689.14	$130,000.00	12.07%	$114,310.86
001-000-000-521-20-12-01	Merit Pay	$72,108.20	$72,108.20	$71,205.00	101.27%	($903.20)
001-000-000-521-20-13-00	Holiday Pay	$0.00	$195.57	$72,811.00	0.27%	$72,615.43
Total Salaries &		**$199,763.63**	**$339,443.47**	**$1,868,941.00**	**18.16%**	**$1,529,497.53**
Personnel Benefits						
001-000-000-521-20-21-00	Personnel Benefits	$41,040.12	$80,361.59	$536,540.00	14.98%	$456,178.41
001-000-000-521-20-21-10	Personnel Benefits-Retirees	$0.00	$2,210.50	$27,826.00	7.94%	$25,615.50
001-000-000-521-20-22-00	Uniforms	$736.09	$770.94	$17,500.00	4.41%	$16,729.06
001-000-000-521-20-22-01	DOJ Bullet Proof Vest Program	$0.00	$0.00	$4,000.00	0.00%	$4,000.00
001-000-000-521-20-23-00	Tuition	$0.00	$0.00	$6,000.00	0.00%	$6,000.00
Total Personnel		**$41,776.21**	**$83,343.03**	**$591,866.00**	**14.08%**	**$508,522.97**
Supplies						
001-000-000-521-20-31-00	Office Supplies	$1,207.27	$8,072.60	$15,000.00	53.82%	$6,927.40
001-000-000-521-20-31-01	IT HW,SW Off Equip <$5K	$0.00	$0.00	$6,000.00	0.00%	$6,000.00
001-000-000-521-20-31-40	Police Operating Supplies	$0.00	$54.27	$20,000.00	0.27%	$19,945.73
001-000-000-521-20-31-60	Ammo/Range (Targets, etc)	$0.00	$0.00	$11,000.00	0.00%	$11,000.00
001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash	$4,075.58	$5,504.40	$35,000.00	15.73%	$29,495.60
001-000-000-521-20-35-20	Firearms (Purchase & Repair)	$0.00	$0.00	$2,500.00	0.00%	$2,500.00
Total Supplies		**$5,282.85**	**$13,631.27**	**$89,500.00**	**15.23%**	**$75,868.73**
Other Services &						
001-000-000-521-20-41-00	Professional Services	$483.30	$483.30	$4,000.00	12.08%	$3,516.70
001-000-000-521-20-41-15	Dispatch Services-Norcom Trans	$0.00	$23,002.72	$92,011.00	25.00%	$69,008.28
001-000-000-521-20-41-20	Dispatch-EPSCA	$0.00	$3,079.44	$15,000.00	20.53%	$11,920.56
001-000-000-521-20-41-40	Marine Patrol Services	$0.00	$0.00	$113,400.00	0.00%	$113,400.00
001-000-000-521-20-41-41	Bellevue CARE program	$2,732.57	$2,732.57	$8,500.00	32.15%	$5,767.43
001-000-000-521-20-41-50	Recruitment-Background	$11.00	$11.00	$5,000.00	0.22%	$4,989.00
001-000-000-521-20-41-55	Jail Service-Prisoner Board	$429.00	$429.00	$14,000.00	3.06%	$13,571.00

001-000-000-521-20-41-60	Prisoner Transport	$0.00	$0.00	$500.00	0.00%	$500.00
001-000-000-521-20-42-00	Communications (phone,Pagers)	$1,350.87	$1,350.87	$18,000.00	7.50%	$16,649.13
001-000-000-521-20-43-00	Travel & Training	$3,199.30	$11,668.56	$20,000.00	58.34%	$8,331.44
001-000-000-521-20-45-00	Equipment-Lease & Rentals	$236.00	$771.88	$2,000.00	38.59%	$1,228.12
001-000-000-521-20-48-00	Repairs & Maint-Equip & Evidence SW	$0.00	$0.00	$12,000.00	0.00%	$12,000.00
001-000-000-521-20-48-10	Repairs & Maint-Automobiles	$0.00	$0.00	$10,000.00	0.00%	$10,000.00
001-000-000-521-20-49-30	Animal Control	$470.00	$470.00	$0.00		($470.00)
001-000-000-521-20-49-40	Dues,Subcriptions,Memberships	$1,385.00	$3,310.39	$6,000.00	55.17%	$2,689.61
001-000-000-521-20-49-41	Lexipol Manuals	$0.00	$6,627.52	$9,000.00	73.64%	$2,372.48
001-000-000-521-20-49-60	Crime Prevention/Public Educ	$0.00	$0.00	$7,500.00	0.00%	$7,500.00
Total Other		**$10,297.04**	**$53,937.25**	**$336,911.00**	**16.01%**	**$282,973.75**
Total Police		**$257,119.73**	**$490,355.02**	**$2,887,218.00**	**16.98%**	**$2,396,862.98**
Fire & Medical Aid						
001-000-000-522-20-41-00	Fire Control Services	$0.00	$0.00	$1,060,791.00	0.00%	$1,060,791.00
Total Fire & Medical		**$0.00**	**$0.00**	**$1,060,791.00**	**0.00%**	**$1,060,791.00**
Public Housing						
001-000-000-551-10-40-00	Public Housing Services - ARCH	$0.00	$0.00	$38,066.00	0.00%	$38,066.00
Total Public Housing Services- ARCH		**$0.00**	**$0.00**	**$38,066.00**	**0.00%**	**$38,066.00**
Environmental						
001-000-000-553-10-40-00	Land & Water Conservation Resources-KC	$0.00	$0.00	$3,804.00	0.00%	$3,804.00
001-000-000-553-70-40-00	Pollution Prevention - Puget Sound Clean	$0.00	$13,273.00	$13,273.00	100.00%	$0.00
Total Environmental		**$0.00**	**$13,273.00**	**$17,077.00**	**77.72%**	**$3,804.00**
Development Services Dept						
Salaries & Wages						
001-000-000-558-60-11-00	Salaries & Wages	$302.95	$600.95	$67,305.00	0.89%	$66,704.05
001-000-000-558-60-11-16	ICMA 457 Plan	$250.00	$500.00	$3,000.00	16.67%	$2,500.00
001-000-000-558-60-11-17	Opt-Out of Medical	$0.00	$250.00	$0.00		($250.00)
Total Salaries &		**$552.95**	**$1,350.95**	**$70,305.00**	**1.92%**	**$68,954.05**
Personnel Benefits						
001-000-000-558-60-21-00	Personnel Benefits	($63.16)	$245.92	$15,940.00	1.54%	$15,694.08
Total Personnel Benefits		**($63.16)**	**$245.92**	**$15,940.00**	**1.54%**	**$15,694.08**
Other Services &						
001-000-000-558-60-41-01	Planning Consultant	$0.00	$0.00	$150,000.00	0.00%	$150,000.00
001-000-000-558-60-41-03	Code Enforcement	$0.00	$0.00	$5,000.00	0.00%	$5,000.00
001-000-000-558-60-41-50	Landscape Consultant	$5,362.50	$5,362.50	$0.00		($5,362.50)
Total Other		**$5,362.50**	**$5,362.50**	**$155,000.00**	**3.46%**	**$149,637.50**
001-000-000-558-62-41-00	Special Planning Projects	$0.00	$0.00	$34,000.00	0.00%	$34,000.00
001-000-000-558-66-49-00	Misc. (dues, Subscrip)	$4,150.00	$4,150.00	$6,500.00	63.85%	$2,350.00
Total Development		**$10,002.29**	**$11,109.37**	**$281,745.00**	**3.94%**	**$270,635.63**
Mental Health						
001-000-000-564-60-40-00	Mental Health Services-KC Substance	$196.11	$196.11	$1,000.00	19.61%	$803.89
Total Mental Health		**$196.11**	**$196.11**	**$1,000.00**	**19.61%**	**$803.89**
Recreational Services						
001-000-000-571-00-10-00	Salaries & Wages - Lifeguards	$0.00	$0.00	$32,000.00	0.00%	$32,000.00
001-000-000-571-00-20-00	Personnel Benefits - Lifeguards	$0.00	$0.00	$3,000.00	0.00%	$3,000.00
001-000-000-571-00-30-00	Uniforms - Lifeguards	$0.00	$0.00	$2,000.00	0.00%	$2,000.00
001-000-000-571-00-32-00	Miscellaneous - Lifeguards	$0.00	$0.00	$7,300.00	0.00%	$7,300.00
Total Recreational		**$0.00**	**$0.00**	**$44,300.00**	**0.00%**	**$44,300.00**
Parks Department						
001-000-000-576-80-10-00	Seasonal Salaries & Wages	$0.00	$0.00	$22,089.00	0.00%	$22,089.00
001-000-000-576-80-11-00	Salaries & Wages	$23,517.61	$48,627.41	$331,718.00	14.66%	$283,090.59
001-000-000-576-80-11-11	Longevity	$636.12	$1,272.24	$7,633.00	16.67%	$6,360.76
001-000-000-576-80-11-14	Education	$240.00	$480.00	$3,240.00	14.81%	$2,760.00
001-000-000-576-80-11-16	ICMA 457 Plan	$2,970.00	$5,940.00	$10,800.00	55.00%	$4,860.00
001-000-000-576-80-11-17	Opt-Out Of Medical	$835.93	$1,671.86	$7,806.00	21.42%	$6,134.14
001-000-000-576-80-12-00	Overtime	$39.60	$333.13	$15,000.00	2.22%	$14,666.87
Personnel Benefits						
001-000-000-576-80-21-00	Personnel Benefits	$8,289.00	$18,158.91	$118,429.00	15.33%	$100,270.09
001-000-000-576-80-22-00	Uniforms	$276.71	$276.71	$2,800.00	9.88%	$2,523.29
Total Personnel		**$8,565.71**	**$18,435.62**	**$121,229.00**	**15.21%**	**$102,793.38**
Supplies						

001-000-000-576-80-31-00	Operating Supplies	$3,667.88	$9,499.41	$37,000.00	25.67%	$27,500.59
001-000-000-576-80-32-00	Vehicle Fuel & Lube	$0.00	$0.00	$5,000.00	0.00%	$5,000.00
Total Supplies		**$3,667.88**	**$9,499.41**	**$42,000.00**	**22.62%**	**$32,500.59**
Other Services &						
001-000-000-576-80-41-00	Professional Services	$816.83	$816.83	$20,000.00	4.08%	$19,183.17
001-000-000-576-80-41-04	Professional Services-Misc	$5,539.90	$5,539.90	$4,000.00	138.50%	($1,539.90)
001-000-000-576-80-42-00	Telephone/postage	$422.83	$422.83	$8,000.00	5.29%	$7,577.17
001-000-000-576-80-43-00	Travel & Training	$159.83	$159.83	$4,000.00	4.00%	$3,840.17
001-000-000-576-80-47-00	Utilities	$81.61	$2,217.94	$28,000.00	7.92%	$25,782.06
001-000-000-576-80-48-00	Repair & Maint Equipment	$0.00	$0.00	$12,500.00	0.00%	$12,500.00
001-000-000-576-80-49-00	Miscellaneous, annual lease	$0.00	$0.00	$600.00	0.00%	$600.00
001-000-000-576-80-49-01	Misc-Property Tax	$0.00	$0.00	$450.00	0.00%	$450.00
Total Other		**$7,021.00**	**$9,157.33**	**$77,550.00**	**11.81%**	**$68,392.67**
Capital Outlay						
001-000-000-576-80-63-00	Park Improvements	($572.41)	($572.41)	$0.00		$572.41
Total Capital Outlay		**($572.41)**	**($572.41)**	**$0.00**		**$572.41**
Total Parks		**$46,921.44**	**$94,844.59**	**$639,065.00**	**14.84%**	**$544,220.41**
Capital Expenditures						
001-000-000-594-14-64-00	City Hall IT HW/SW >$5K Capital Outlay	$0.00	$46,656.90	$46,295.00	100.78%	($361.90)
001-000-000-594-18-64-00	City Hall Capital >$5K	$32.07	$32.07	$0.00		($32.07)
001-000-000-594-21-64-10	Police HW/SW Equipment >$5K Capital	$119.11	$119.11	$66,500.00	0.18%	$66,380.89
001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost	$5,137.12	$58,195.25	$93,600.00	62.17%	$35,404.75
001-000-000-594-21-80-00	Police Lease Repayment, Interest Cos	$1,850.65	$5,635.24	$27,600.00	20.42%	$21,964.76
001-000-000-594-76-30-00	Parks Improvements	$0.00	$0.00	$9,000.00	0.00%	$9,000.00
001-000-000-594-76-64-00	Parks Capital Outlay	$0.00	$0.00	$180,000.00	0.00%	$180,000.00
Total Capital		**$7,138.95**	**$110,638.57**	**$422,995.00**	**26.16%**	**$312,356.43**
General Operating						
001-000-000-597-00-00-03	Transfer from General to Street	$37,916.67	$75,833.34	$455,000.00	16.67%	$379,166.66
001-000-000-597-00-30-04	Trans from GF to Dev. Serv. Fund	$8,333.33	$16,666.66	$100,000.00	16.67%	$83,333.34
Total General		**$46,250.00**	**$92,500.00**	**$555,000.00**	**16.67%**	**$462,500.00**
Total General Fund		**$487,590.47**	**$1,280,861.06**	**$8,573,013.00**	**14.94%**	**$7,292,151.94**
City Street Fund						
101-000-000-542-30-10-00	Seasonal worker stree	$0.00	$0.00	$13,800.00	0.00%	$13,800.00
101-000-000-542-30-11-00	Salaries & Wages	$15,511.75	$32,084.96	$221,146.00	14.51%	$189,061.04
101-000-000-542-30-11-11	Longevity	$424.08	$848.16	$5,089.00	16.67%	$4,240.84
101-000-000-542-30-11-14	Education	$160.00	$320.00	$2,200.00	14.55%	$1,880.00
101-000-000-542-30-11-16	ICMA 457 Plan	$1,980.00	$3,960.00	$7,200.00	55.00%	$3,240.00
101-000-000-542-30-11-17	Opt-Out Of Medical	$557.28	$1,114.56	$5,212.00	21.38%	$4,097.44
101-000-000-542-30-12-00	Overtime	$26.40	$222.09	$12,000.00	1.85%	$11,777.91
Personnel Benefits						
101-000-000-542-30-21-00	Personnel Benefits	$5,211.16	$11,527.11	$78,952.00	14.60%	$67,424.89
101-000-000-542-30-22-00	Uniforms	$0.00	$0.00	$3,000.00	0.00%	$3,000.00
Total Personnel		**$5,211.16**	**$11,527.11**	**$81,952.00**	**14.07%**	**$70,424.89**
Supplies						
101-000-000-542-30-31-00	Operating & Maintenance Supplies	$85.10	$200.35	$7,000.00	2.86%	$6,799.65
101-000-000-542-30-35-00	Small Tools/minor Equipment	$0.00	$0.00	$8,000.00	0.00%	$8,000.00
Total Supplies		**$85.10**	**$200.35**	**$15,000.00**	**1.34%**	**$14,799.65**
101-000-000-542-30-41-00	Professional Services	$18,582.93	$23,207.93	$60,000.00	38.68%	$36,792.07
101-000-000-542-30-41-03	NPDES Grant	$333.13	$333.13	$60,000.00	0.56%	$59,666.87
101-000-000-542-30-41-10	Road & Street Maintenance	$0.00	$0.00	$11,000.00	0.00%	$11,000.00
101-000-000-542-30-45-00	Machine/Facility Rental	$0.00	$0.00	$4,000.00	0.00%	$4,000.00
101-000-000-542-30-47-00	Utility Services	$120.15	$120.15	$1,000.00	12.02%	$879.85
101-000-000-542-30-48-00	Equipment Maintenance	$0.00	$0.00	$7,000.00	0.00%	$7,000.00
101-000-000-542-40-41-00	Storm Drain Maintenance	$0.00	$0.00	$15,000.00	0.00%	$15,000.00
Traffic And Pedestrian						
101-000-000-542-63-41-00	Street Light Utilities	$0.00	$1,643.44	$22,500.00	7.30%	$20,856.56
101-000-000-542-64-41-00	Traffic Control Devices	$0.00	$0.00	$10,000.00	0.00%	$10,000.00
101-000-000-542-66-41-00	Snow & Ice Remova	$0.00	$0.00	$2,000.00	0.00%	$2,000.00
101-000-000-542-67-41-00	Street Cleaning	$1,536.46	$1,536.46	$78,000.00	1.97%	$76,463.54
Total Traffic And		**$1,536.46**	**$3,179.90**	**$112,500.00**	**2.83%**	**$109,320.10**
Roadside						
101-000-000-542-70-40-00	Street Irrigation Utilities	$82.55	$82.55	$18,000.00	0.46%	$17,917.45
Total Roadside		**$82.55**	**$82.55**	**$18,000.00**	**0.46%**	**$17,917.45**
Capital Expenditures						

101-000-000-594-42-64-00	Street Capital Equipment	$0.00	$0.00	$5,000.00	0.00%	$5,000.00
Total Capital		**$0.00**	**$0.00**	**$5,000.00**	**0.00%**	**$5,000.00**
Total City Street Fund		**$44,610.99**	**$77,200.89**	**$657,099.00**	**11.75%**	**$579,898.11**
Tree Fund						
103-000-000-558-60-49-10	Miscellaneous-Tree Replacement	$0.00	$0.00	$30,000.00	0.00%	$30,000.00
Total Tree Fund		**$0.00**	**$0.00**	**$30,000.00**	**0.00%**	**$30,000.00**
Capital Projects Fund						
307-000-000-594-18-60-00	Building Improvements	$0.00	$0.00	$150,000.00	0.00%	$150,000.00
307-000-000-594-76-63-20	Park Improvements	$0.00	$0.00	$420,000.00	0.00%	$420,000.00
307-000-000-595-30-63-01	Street Improvements, Overlays	$3,230.75	$3,230.75	$260,000.00	1.24%	$256,769.25
307-000-000-595-30-63-02	Storm Sewer Improvements	$1,822.46	$1,822.46	$250,000.00	0.73%	$248,177.54
307-000-000-595-30-63-10	Sidewalk Improvements	$0.00	$0.00	$200,000.00	0.00%	$200,000.00
307-000-000-595-30-63-18	Medina Park Ponds	$1,269.50	$1,269.50	$0.00		($1,269.50)
Transfer Out						
307-000-000-597-44-30-00	Transfer from Capital to Stree	$8,333.33	$16,666.66	$100,000.00	16.67%	$83,333.34
Total Transfer Out		**$8,333.33**	**$16,666.66**	**$100,000.00**	**16.67%**	**$83,333.34**
Total Capital Projects Fund		**$14,656.04**	**$22,989.37**	**$1,380,000.00**	**1.67%**	**$1,357,010.63**
Development Services Fund						
401-000-000-555-50-41-08	Sound Testing Consultant	$0.00	$420.00	$0.00		($420.00)
401-000-000-558-50-03-00	Insurance Allocation (WCIA)	$0.00	$39,954.50	$40,031.00	99.81%	$76.50
401-000-000-558-50-05-00	Technical Services, Software Services	$0.00	$1,846.02	$26,250.00	7.03%	$24,403.98
401-000-000-558-50-41-06	Building Inspector Contract	$0.00	$0.00	$2,500.00	0.00%	$2,500.00
401-000-000-558-50-41-07	Engineering Consultant	$0.00	$0.00	$85,000.00	0.00%	$85,000.00
401-000-000-558-50-41-50	Arborist	$0.00	$0.00	$50,000.00	0.00%	$50,000.00
401-000-000-558-50-41-55	Shoreline Consultant	$0.00	$0.00	$32,000.00	0.00%	$32,000.00
401-000-000-558-60-11-00	Salaries & Wages	$30,990.15	$63,540.15	$342,168.00	18.57%	$278,627.85
401-000-000-558-60-11-11	Longevity	$153.92	$307.84	$0.00		($307.84)
401-000-000-558-60-11-14	Education	$200.00	$400.00	$2,400.00	16.67%	$2,000.00
401-000-000-558-60-11-16	ICMA 457 Plan	$1,000.00	$2,000.00	$12,000.00	16.67%	$10,000.00
401-000-000-558-60-11-17	Opt-Out of Medical	$796.82	$1,593.64	$5,408.00	29.47%	$3,814.36
401-000-000-558-60-12-00	Overtime	$0.00	$0.00	$3,000.00	0.00%	$3,000.00
401-000-000-558-60-21-00	Personnel Benefits	$8,286.10	$18,617.59	$103,950.00	17.91%	$85,332.41
401-000-000-558-60-31-00	Operating Supplies	$0.00	$0.00	$1,500.00	0.00%	$1,500.00
401-000-000-558-60-32-00	Vehicle Expenses - Gas, Oil, Maint.	$0.00	$0.00	$1,000.00	0.00%	$1,000.00
401-000-000-558-60-41-00	Professional Services	$0.00	$0.00	$35,000.00	0.00%	$35,000.00
401-000-000-558-60-41-01	Planning Consultant	$13,853.19	$13,853.19	$175,000.00	7.92%	$161,146.81
401-000-000-558-60-41-02	Hearing Examiner	$0.00	$0.00	$20,000.00	0.00%	$20,000.00
401-000-000-558-60-42-00	Communications	$0.00	$0.00	$5,000.00	0.00%	$5,000.00
401-000-000-558-60-43-00	Travel & Training	$0.00	$0.00	$5,000.00	0.00%	$5,000.00
401-000-000-558-60-49-00	Dues, Subscriptions, Memberships	$170.00	$1,335.92	$3,600.00	37.11%	$2,264.08
401-000-000-558-60-49-10	Miscellaneous	$2,905.67	$4,336.43	$24,000.00	18.07%	$19,663.57
401-000-000-582-10-00-01	Refund of PGB/CMP Deposits (DS)	$10,000.00	$10,000.00	$0.00		($10,000.00)
401-000-000-582-10-00-02	Refund of DS Adv Deposits	$4,296.88	$6,889.63	$40,000.00	17.22%	$33,110.37
401-000-000-594-60-64-00	DS- IT HW/SW >$5K Capital Outlay	$0.00	$0.00	$30,000.00	0.00%	$30,000.00
Total Development Services Fund		**$72,652.73**	**$165,094.91**	**$1,044,807.00**	**15.80%**	**$879,712.09**
NonRevenue Trust Funds						
Expenditure						
Non-Expenditures						
631-000-000-589-30-01-00	Dept Of Lic-Gun Permit	$144.00	$180.00	$0.00		($180.00)
Total Non-Expenditures		**$144.00**	**$180.00**	**$0.00**		**($180.00)**
Total Expenditure		**$144.00**	**$180.00**	**$0.00**		**($180.00)**
Total NonRevenue Trust Funds		**$144.00**	**$180.00**	**$0.00**		**($180.00)**
Grand Totals		**$619,654.23**	**$1,546,326.23**	**$11,684,919.00**	**13.23%**	**$10,138,592.77**

CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: March 9, 2026

To: Honorable Mayor and City Council

Via: Jeff Swanson, City Manager

From: Dawn Nations, Acting City Clerk

Subject: Central Services Department Monthly Report

MARCH AND APRIL PUBLIC MEETINGS AND EVENTS

Event	Date	Time	Location
City Council Meeting	March 9	5:00 pm	In-Person/Online
Joint Council/Park Board Meeting	March 16	5:00 pm	In-Person/Online
City Council Meeting	March 23	5:00 pm	In-Person/Online
Planning Commission Meeting	March 24	6:00 pm	In-Person/Online
Easter Egg Stuffing Event	March 25	1:00-4:00 pm	City Hall Chambers
Medina Annual Easter Egg Hunt	March 28	10:00 am	Medina Park
City Council Meeting	April 13	5:00 pm	In-Person/Online
Park Board Spring Clean-up Day	April 21	10:00 am	Points Loop Trail
Arbor Day Event	April 24	10:00 am	Medina Park
City Council Meeting	April 27	5:00 pm	In-Person/Online
Planning Commission Meeting	April 28	6:00 pm	In-Person/Online

Meetings are publicly noticed on the City's three official notice boards, City website, and via GovDelivery. Occasionally notices require publication in the City's official newspaper, The Seattle Times. Public meetings scheduled after publication of this report can be found on the City's website.

COMMUNICATION TO OUR COMMUNITY

E-Notice Program: In February 2026 the city sent 9 bulletins to 215,080 recipients.

RECORDS REQUESTS

During the month of February 13 public records requests were received by Central Services. See **Attachment 1**.

ATTACHMENT 1

501 EVERGREEN POINT ROAD • P.O. BOX 144 • MEDINA, WA 98039-0144
TELEPHONE (425) 233-6400 • FAX (425) 451-8197 • www.medina-wa.gov

DATE: March 9, 2026

TO: Mayor and City Council

From: Dawn Nations, Acting City Clerk

Subject: February 2026, Public Records Request Tracking

In February 2026, Central Services staff received ***13*** new public records requests. These requests required approximately ***7 hours*** of Central Services and Development Services staff time and ***0 hours*** of consulting time with the City Attorney. The overall February cost, which includes staff hourly rate plus benefits and City Attorney fees, is approximately ***$440***

In addition, the police department receives public records requests specific to police business that require records research and information distribution. In February 2026, the Police Department received **11** new records requests. These requests required approximately ***5 hours*** of staff time and ***0 hours*** of consulting time with the City Attorney. The overall February cost, which includes staff hourly rate plus benefits, is approximately ***$400.*** The requests are from outside law enforcement agencies, insurance carriers, the public and persons involved in the incidents.

ATTACHMENT 1

February 2026 Monthly PRR Report

Ref. #	Public Records Request	Requester Name	Request Date	Dept.	Assigned Staff
26-50	Requesting Approved Building Permit Drawings, A0.1. A1.0, A4, A6. A8, A11 & A12, for property located at 3217 Evergreen Point Road in pdf format.	Mark Nelson	2/25/2026	Development Services	Dawn Nations
26-48	Is there any public information available about the building permit issued for the property on 3217 Evergreen Point Road that was the focus of the majority of public comment last night?	Ryan Packerr	2/24/2026	Development Services	Dawn Nations
26-47	I would like to have a copy of building permit records. The permit number is B-25-043 and ENG-GD-25-019.	Le Jin	2/23/2026	Development Services	Dawn Nations
26-46	Pursuant to the Washington Public Records Act, I request any and all records of complaints, reports, correspondence, notes, photos, or investigations relating to code enforcement or alleged violations concerning the property at 2548 Medina Circle, Medina WA including the identity of complainants if not exempt, and all related inspection or enforcement documents..	Olivia Chang	2/19/2026	Development Services	Dawn Nations
26-43	Our company is handling a transaction for 1810 73rd Avenue NE in Medina, and I'm looking to get some records for some historical permits. Is there anything you can provide me for these two records: B070705-1025 4185 I was not able to pull them up online in your portal. Please let me know if you need any additional information!	Megan Mettler	2/13/2026	Central Services	Dawn Nations

ATTACHMENT 1

26-42	What I am requesting for prompt disclosure are records in your possession detailing your discussions about [1] the National Council on Disability (NCD) as a federal agency of the United States government which had on (or around) January 30th 2018 published a report recognizing that (i) American colleges and universities in receipt of Title IX funding have a legal obligation to inform all their freshmen undergraduate students (whether domestic or international) what constitutes “affirmative and effective consent in healthy sexual relationships;” (ii) American colleges and universities in receipt of Title IX funding have a legal obligation to inform all their freshmen undergraduate students (whether domestic or international) of the Jeanne Clery Act;[i] (iv) twenty percent (20%) of women were sexually assaulted in a college or university setting (of the U.S.A) by the time they reached their senior year in Calendar Year 2005; (v) thirty-two percent (32%) of women with a disability were sexually assaulted during Calendar Years 2014 and 2015 in a college or university setting;[ii] (vi) sexual assault “is a public health and public safety concern with far reaching implications;” (vii) sexual assault is a “deeply personal violation” which “leaves physical and emotional impacts that change the lives of victims;” (viii) sexual assault causes “long-term physical, psychological, and emotional effects, including depression, post-traumatic stress, thoughts of suicide, flashbacks, and sleep disorders;”	Michael A. Aye	2/13/2026	Human Resources	Dawn Nations
26-41	Parcel 254070-0039, 8445 NE 12th St, B-25-041 383550-2300, 525 Overlake Dr E, B-23-030 Thanks! David	David McCourt	2/12/2026	Development Services	Dawn Nations
26-40	Requesting a report of all issued and pending building permits for residential & commercial properties from 1/1/2026 to 1/31/2026. Report to include if possible: permit number, issue date, site addresses, valuation of project, description of work, contractor information and owner name. If a report is unavailable, then copies of the original permits would be more than adequate.	Braden Mineer	2/11/2026	Development Services	Dawn Nations

ATTACHMENT 1

26-39	Architectural drawings for permit application B-25-084	Mac Johnston	2/10/2026	Development Services	Dawn Nations
26-38	I am reaching out to request access to any available building records for the property located at: 8400 NE 4th St Medina, WA 98039 Parcel Number: 6447300270 For an upcoming landscape construction project, I am specifically seeking the following documents: Building permits (historical and current) Site plans As built drawings Utility locations Grading or drainage plans Any other records relevant to exterior construction or site development If these documents are available through your online portal, please let me know where I can access them. Otherwise, I would appreciate instructions on how to obtain digital copies. Thank you very much for your assistance. I look forward to your reply.	Austin Blair	2/10/2026	Development Services; Central Services	Dawn Nations
26-34	Architectural and site map drawings for 8700 NE 11th Street Medina WA 98039	Linhui Ge	2/10/2026	Development Services	Dawn Nations
26-33	I would like copies of all contracts or information pertinent to copiers, printers, multifunction printers, commercial printing machines or commercial printing contracts, label makers, scanners, fax machines, software for PDF usage, eFaxing, print management, document workflow management, and approval procedures for such contracts for the period 1 Jan 2019 through present	Larry DeRoche	2/4/2026	Central Services	Dawn Nations
26-29	All purchase orders and/or payment records for non-person/vendor entities (e.g., companies, organizations, contractors) from Jan 1, 2025 to current date including, at minimum: Purchase date, vendor name, description of purchase, line item quantity, line item price/amount. If vendor names are coded in the file, please provide a vendor list with corresponding codes. REF: 1PO26 f0d3a297-e0e4-4666-ae78-eb553271604c	Justin Wenig	2/1/2026	Finance	Dawn Nations

CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: March 9, 2026

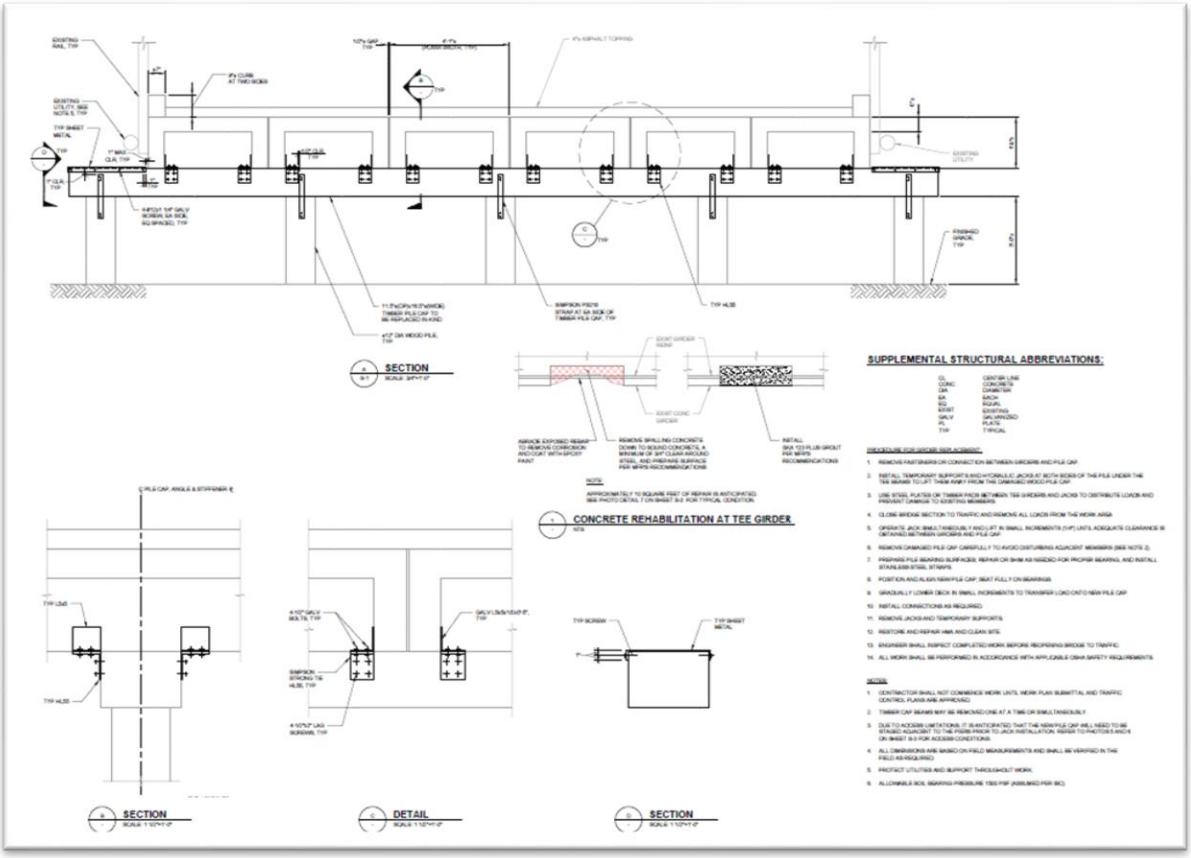
To: Honorable Mayor and City Council

Via: Jeff Swanson, City Manager

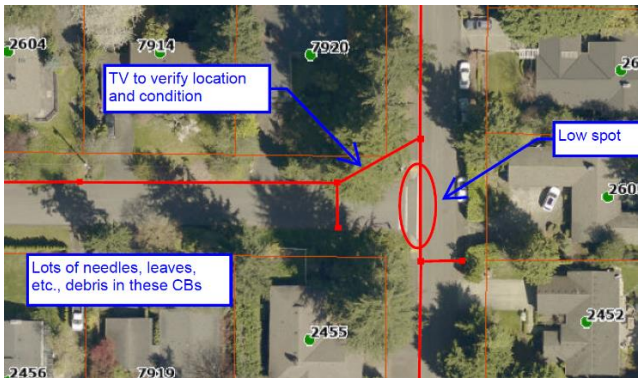
From: Ryan Osada, Public Works Director

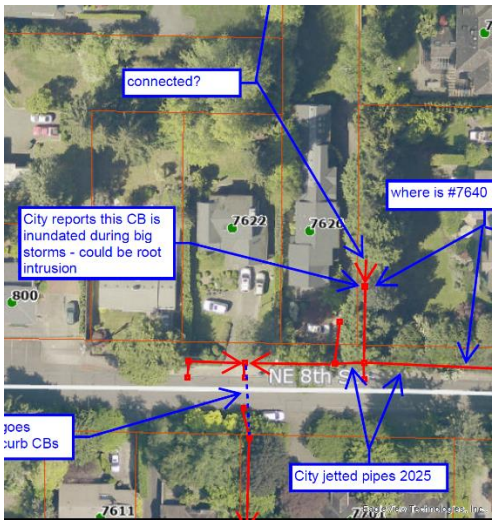
Subject: Public Works Monthly Report

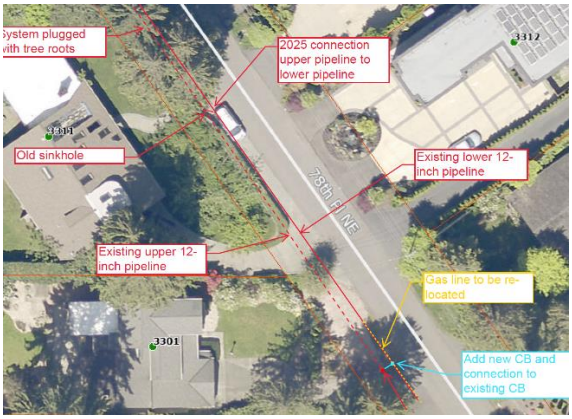
1. **OVERLAKE DRIVE EAST BRIDGE REPAIR 1014C –** Last month, construction plans for the Overlake Drive East Bridge repairs were finalized and approved by King County's structural engineers. The scope will replace two failing pile caps to rehabilitate the bridge substructure and restore the original load rating. This project is scheduled to go out for bid this month with construction anticipated early summer. A two-week road closure will be required to complete the work and noticing will begin as soon as the contract is awarded.

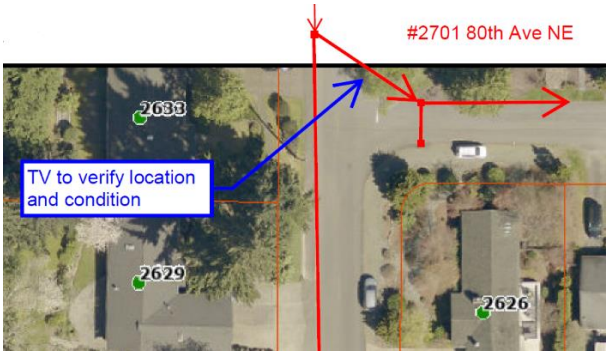


2. **2026 STORM DRAINAGE IMPROVEMENTS –** Following the initial design meeting with Gray & Osborne engineers, it was recommended that the Public Works CCTV/scope the existing storm lines to verify field conditions. Final plans will be completed once the survey team finishes its work. These four locations were identified during last year's heavy rain events, where localized flooding occurred.









3. **PUBLIC WORKS MAINTENANCE –** Public Works staff continue to prioritize roadside and sidewalk maintenance. Our efforts have been focused on addressing vegetation overgrowth and sightline obstructions to improve pedestrian and vehicular safety. Notices are being issued to homeowners where vegetation encroaches into the public right-of-way or creates visibility concerns. Public Works Staff are also working to clean and sweep approximately 38,000 feet of sidewalks throughout the city.

4. PROJECT UPDATES -

STREETS:
2026 Overlake Drive Bridge Repairs 1014C – plans finalized, scheduled to bid in March
78th PL NE Asphalt Overlay - design

SIDEWALK:
Resurface Gravel Sidewalk OLDr & Points Loop Trail – out for bid
Pedestrian Improvements Design - EPR & Overlake Drive – Study Session March 23rd

PARKS:
Fairweather Invasive Species Removal - Goats – tentatively scheduled for late June
Fairweather Nature Preserve Foot Bridge Improvements – design and potential permitting
Post Office Pocket Park Ph 1 - discussion
Medina Beach Park Tree Planting *trees purchased in 2025 - TBD

STORMWATER:
2026 Localized Improvements - 78th PL NE + three locations - design
2025 Medina Park North Pond Vegetation Removal – Phase 2 permitting, Phase 1 on consent
Citywide Stormwater System Mapping – on going updates

BUILDING:
2026 Post Office Interior Painting – out for bid
Public Works Carport & Storage – receiving proposals
City Hall Backup Generator Inlet Plug - researching requirements
City Hall Security, Lobby Design & Space Planning - TBD
City Hall Water Filler Station – on consent

OTHER:
Points Loop Trail - QR Code Sign – waiting for new signs
Beach & Medina Park Restroom Automated Locks – in process
2026 Hazardous Tree Removal & Planting Program – on going

February 2026 Check Register

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
520 Properties LLC	Advance Deposit Refund	Advance Deposit Refund	$1,056.40	67424	2/5/2026	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			$1,056.40				
8X8, Inc.	5447949	CH Phones	$924.25	67480	2/19/2026	001-000-000-518-80-41-50	Technical Services, Software Services
			$924.25				
Altig, Laura & Curt	Advance Deposit Refund	Advance Deposit Refund	$525.04	67483	2/19/2026	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			$525.04				
Amazon Capital Services	1RD3-PW7D-MGGH	Belt PD Uniform	$31.31	67481	2/19/2026	001-000-000-521-20-22-00	Uniforms
Amazon Capital Services	1L3W-R7YR-DTT4	PD Office Supplies	$58.66	67401	2/5/2026	001-000-000-521-20-31-00	Office Supplies
Amazon Capital Services	13TJ-NJNM-PN9V	PD Office Supplies	$88.43	67481	2/19/2026	001-000-000-521-20-31-00	Office Supplies
Amazon Capital Services	1JXD-6471-YXF7	Computer Monitor - Cameras	$119.11	67481	2/19/2026	001-000-000-594-21-64-10	Police HW/SW Equipment >$5K Capital Outlay
Amazon Capital Services	17M9-3JKF-DMYG	Boots - Glenn	$159.92	67481	2/19/2026	001-000-000-521-20-22-00	Uniforms
Amazon Capital Services	17NP-MW6V-K7P6	Microwave for PD	$248.16	67481	2/19/2026	001-000-000-521-20-31-00	Office Supplies
			$705.59				
AT&T Mobility	603361	Cell Tower Records Search	$70.00	67482	2/19/2026	001-000-000-521-20-41-00	Professional Services
AT&T MOBILITY	287290584494X02132026	PW Cell Phones	$422.83	67448	2/19/2026	001-000-000-576-80-42-00	Telephone/postage
AT&T Mobility	287287975246X01272026	PD Cell Phones	$1,125.65	67402	2/5/2026	001-000-000-521-20-42-00	Communications (phone,Pagers)
			$1,618.48				
Bellevue City Treasurer - Water	Service from 10/24/2025 to 12/23/2025 at: 100 84th Ave NE, 98039	View Point Water	$81.61	67403	2/5/2026	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service for 11/17/25-01/14/26 for 1078 Lake Washington Blvd NE	Irrigation on Lk WA Blvd	$82.55	67449	2/19/2026	101-000-000-542-70-40-00	Street Irrigation Utilities
			$164.16				
Bellevue, City of	54641	2025 Q4	$2,732.57	67404	2/5/2026	001-000-000-521-20-41-41	Bellevue CARE program
			$2,732.57				
Centurylink	Services from 01/08/26 to 02/07/26	CC Terminal	$210.80	67442	2/10/2026	001-000-000-518-10-42-00	Postage/Telephone
Centurylink	Services for 02/08/26-03/07/26	CC Terminal	$210.80	67450	2/19/2026	001-000-000-518-10-42-00	Postage/Telephone
Centurylink	Jan. 18, 2026	PD/CH Emergency Lines	$225.22	67405	2/5/2026	001-000-000-521-20-42-00	Communications (phone,Pagers)
			$646.82				
Certified Laboratories	9493738	PW Misc Cleaner Supplies	$414.67	67451	2/19/2026	001-000-000-576-80-31-00	Operating Supplies
			$414.67				
CivicPlus, LLC	362916	Municode codification & Munidocs Annual Renewal	$425.62	67434	2/10/2026	001-000-000-518-80-41-60	Software Services
CivicPlus, LLC	357043	Municode Pages	$3,403.60	67452	2/19/2026	001-000-000-518-80-41-60	Software Services
			$3,829.22				
Crystal And Sierra Springs-Admin	11037150012426	CH Drinking Water	$245.55	67406	2/5/2026	001-000-000-518-10-31-00	Office And Operating Supplies
			$245.55				
Davis Family	Advance Deposit Refund	Advance Deposit Refund	$1,255.69	67425	2/5/2026	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			$1,255.69				
Department of Licensing	Firearms Fees Feb 2026	Firearms Fees Feb 2026	$36.00	DOL Firearms	2/27/2026	631-000-000-589-30-01-00	Dept Of Lic-Gun Permit
Department of Licensing	Firearms Fees Feb 2026 B	Firearms Fees Feb 2026	$108.00	DOL Firearms	2/27/2026	631-000-000-589-30-01-00	Dept Of Lic-Gun Permit
			$144.00				
DocuSign, Inc.	111100632000	Docusign Annual Renewal	$5,559.12	67435	2/10/2026	001-000-000-518-80-41-60	Software Services
			$5,559.12				
Dunn Lumber	11046342	Police Cam Install	$20.97	67453	2/19/2026	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Dunn Lumber	11056223	Window Trim City Hall	$68.03	67453	2/19/2026	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			$89.00				
Everett Animal Shelter	I26000220		$470.00	67454	2/19/2026	001-000-000-521-20-49-30	Animal Control
			$470.00				
Facet/DCG/Watershed	0066832	Medina Park Pond Mitigation	$481.25	67455	2/19/2026	001-000-000-576-80-41-00	Professional Services
Facet/DCG/Watershed	0067706	Medina Pond Cleaning	$1,269.50	67408	2/5/2026	307-000-000-595-30-63-18	Medina Park Ponds
			$1,750.75				
FCI - Custom Police Vehicles	17319	Car28	$76.37	67456	2/19/2026	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
FCI - Custom Police Vehicles	17322	Car 32	$368.39	67456	2/19/2026	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
FCI - Custom Police Vehicles	17323	Car 33	$515.84	67456	2/19/2026	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
FCI - Custom Police Vehicles	17321	Car 30&31	$527.10	67456	2/19/2026	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
FCI - Custom Police Vehicles	17322	Car 32	$605.55	67456	2/19/2026	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost

FCI - Custom Police Vehicles	17319	Car 28	$636.63	67456	2/19/2026	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
FCI - Custom Police Vehicles	17323	Car 33	$864.73	67456	2/19/2026	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
FCI - Custom Police Vehicles	17321	Car 30&31	$2,187.50	67456	2/19/2026	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
			$5,782.11				
Fifth Asset, Inc dba DebtBook	DB2009456	Debtbook/ Audit Software	$6,080.84	67457	2/19/2026	001-000-000-518-10-41-00	Professional Services
			$6,080.84				
First Responder Outfits, Inc.	25675-3	PD Uniform - Bingcang	$436.85	67409	2/5/2026	001-000-000-521-20-22-00	Uniforms
			$436.85				
Ford Credit Municipal Finance	1782674	Lease MPD Car 34	$362.95	67410	2/5/2026	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
Ford Credit Municipal Finance	1782674	Lease MPD Car 34	$842.71	67410	2/5/2026	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
			$1,205.66				
Gray & Osborne, Inc.	Inv # 1 Project # 26421.00	NPDES Consulting	$333.13	67458	2/19/2026	101-000-000-542-30-41-03	NPDES Grant
Gray & Osborne, Inc.	Inv # 1 Project # 26420.00	Post Office Property Survey	$335.58	67458	2/19/2026	001-000-000-576-80-41-00	Professional Services
Gray & Osborne, Inc.	Inv # 1 Project # 25548.00	Medina Pk North Pond Imp	$1,822.46	67458	2/19/2026	307-000-000-595-30-63-02	Storm Sewer Improvements
Gray & Osborne, Inc.	Inv # 3 Project # 25541.00	5 Corner Survey	$1,876.93	67458	2/19/2026	101-000-000-542-30-41-00	Professional Services
Gray & Osborne, Inc.	Inv # 7 Project # 25439.01	Overlake Dr E Bridge Repair	$3,230.75	67458	2/19/2026	307-000-000-595-30-63-01	Street Improvements, Overlays
			$7,598.85				
Home Depot Credit Services	47115356019	Door Guide	$5.07	EFT Payment 2/23/2026	2/5/2026	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Home Depot Credit Services	47116160287	Drill Bits	$55.13	EFT Payment 2/23/2026	2/5/2026	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Home Depot Credit Services	47115256730	Storage Containers	$56.23	EFT Payment 2/23/2026	2/5/2026	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	47116160295	Shop Supplies	$66.33	EFT Payment 2/23/2026	2/5/2026	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	47115232889	Shop Supplies	$72.00	EFT Payment 2/23/2026	2/5/2026	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	47115477492	Picture hangers/Cable Staples	$78.31	EFT Payment 2/23/2026	2/5/2026	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Home Depot Credit Services	47112101806	Shop Supplies	$84.55	EFT Payment 2/23/2026	2/5/2026	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	47110166876	Sign Posts & Screws	$85.10	EFT Payment 2/23/2026	2/5/2026	101-000-000-542-30-31-00	Operating & Maintenance Supplies
Home Depot Credit Services	47115494802	Maintenance Supplies	$104.55	EFT Payment 2/20/2026	2/20/2026	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Home Depot Credit Services	47115215082	Paint Hardener(Early Pay)	$110.53	EFT Payment 2/20/2026	2/20/2026	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	47115356001	Trash Cans for Parks	$291.64	EFT Payment 2/23/2026	2/5/2026	001-000-000-576-80-31-00	Operating Supplies
			$1,009.44				
Horizon	3M575801	PW Supplies	$312.20	67459	2/19/2026	001-000-000-576-80-31-00	Operating Supplies
			$312.20				
Horticultural Elements, Inc.	10627	84/24th & 84th Median Maintenance	$4,626.00	67460	2/19/2026	101-000-000-542-30-41-00	Professional Services
			$4,626.00				
Hutchison Law LLC	Case # 5A0594787	Prosecuting Attorney	$850.00	67411	2/5/2026	001-000-000-515-93-40-10	Prosecuting Attorney
			$850.00				
John E. Reid and Associates Inc.	YLOHJ9DM-001	Training Abbot/Bingcang	$1,210.00	67436	2/10/2026	001-000-000-521-20-43-00	Travel & Training
			$1,210.00				
KC Finance-DCHS, Behavioral Health & Recovery Division	2170925	KC DCHS Behavior/Recovering Q4	$196.11	67461	2/19/2026	001-000-000-564-60-40-00	Mental Health Services-KC Substance Abuse
			$196.11				
KC Office of Finance	11016696	KC Inet DEC	$375.00	67412	2/5/2026	001-000-000-518-80-41-50	Technical Services, Software Services
KC Office of Finance	11016826	KC Inet Jan and Feb 2026	$750.00	67463	2/19/2026	001-000-000-518-80-41-50	Technical Services, Software Services
KC Office of Finance	2170744	LIDAR Mapping - 2025 Lidar Aerials	$2,080.00	67462	2/19/2026	101-000-000-542-30-41-00	Professional Services
			$3,205.00				
Kirkland Municipal Court	FEB26MED	Filing Fees	$3,149.22	67464	2/19/2026	001-000-000-512-52-40-10	Municipal Court-Traffic/NonTrf
			$3,149.22				
Kirkland, City of	KDP2026-006	Inmate Housing Dec 2025	$429.00	67465	2/19/2026	001-000-000-521-20-41-55	Jail Service-Prisoner Board
			$429.00				
Konica Minolta Premier Finance	5037616027	Page Overages	$38.23	67466	2/19/2026	001-000-000-518-10-31-00	Office And Operating Supplies
Konica Minolta Premier Finance	595842426	PD Copier	$236.00	EFT Payment 2/20/2026	2/20/2026	001-000-000-521-20-45-00	Equipment-Lease & Rentals

Konica Minolta Premier Finance	593584399	PD Copier/Fax	$247.56			001-000-000-521-20-45-00	Equipment-Lease & Rentals
			$521.79				
LexisNexis Risk Management - Account 1011660	1100248765	Investigative Tool	$131.59	67413	2/5/2026	001-000-000-521-20-41-00	Professional Services
LexisNexis Risk Management - Account 1011660	1100265050	Investigative Tool	$131.71	67467	2/19/2026	001-000-000-521-20-41-00	Professional Services
			$263.30				
Mahoney Planning, LLC	26-01	Current Planning	$13,853.19	67414	2/5/2026	401-000-000-558-60-41-01	Planning Consultant
			$13,853.19				
McBride, Mark	Advance Deposit Refund	Advance Deposit Refund	$346.99	67427	2/5/2026	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			$346.99				
Message Watcher, LLC	2-61064	Email/SM/Web Archiving	$387.60	67415	2/5/2026	001-000-000-518-80-41-60	Software Services
			$387.60				
Michael's Fine Dry Cleaning	559	PD Dry Cleaning	$108.01	67416	2/5/2026	001-000-000-521-20-22-00	Uniforms
			$108.01				
Moberly & Roberts, PLLC	1285	Prosecuting Attorney	$4,000.00	67440	2/10/2026	001-000-000-515-93-40-10	Prosecuting Attorney
			$4,000.00				
Osada, Ryan	Expense Report 01/27/26	Desk Top Items due to MS Power Hub	$41.56	EFT Payment 2/10/2026	2/17/2026	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
			$41.56				
PC Specialists, Inc.	5621540	Duo Subscription	$86.03	67468	2/19/2026	001-000-000-518-80-41-60	Software Services
PC Specialists, Inc.	5621482	Sophos Malware	$810.71	67468	2/19/2026	001-000-000-518-80-41-60	Software Services
PC Specialists, Inc.	5620896	Azure Subscription	$1,917.49	67441	2/10/2026	001-000-000-518-80-41-60	Software Services
			$2,814.23				
PlanIT Geo, Inc.	QB INV-25081	Annual Tree Plotter Software	$4,150.00	67469	2/19/2026	001-000-000-558-66-49-00	Misc. (dues, Subscrip)
			$4,150.00				
Plumbing Physician LLC	Permit#PW-ROW-26-009 Bond Release	Refund for Bond Permit#PW-ROW-26-009	$10,000.00	67470	2/19/2026	401-000-000-582-10-00-01	Refund of PGB/CMP Deposits (DS)
			$10,000.00				
Pro-shred	93284	CH Shredding Services	$79.05	67439	2/10/2026	001-000-000-518-10-41-00	Professional Services
Pro-shred	93708	CH Shredding Services	$79.05	67471	2/19/2026	001-000-000-518-10-41-00	Professional Services
			$158.10				
Pro-Vac LLC	254294	Street Sweeping	$1,536.46	67418	2/5/2026	101-000-000-542-67-41-00	Street Cleaning
			$1,536.46				
Puget Sound Energy	Service for 12/19/25-01/21/26 84th Ave NE # PKNG	View PT PK Power	$20.69			001-000-000-576-80-47-00	Utilities
Puget Sound Energy	Service for 12/18/25-01/20/26 1050 82nd Ave NE	Fire Corners Power	$46.09			001-000-000-576-80-47-00	Utilities
Puget Sound Energy	Service for 12/18/25-01/20/26 1000 80th Ave NE	PW Shop Power	$1,413.49			001-000-000-576-80-47-00	Utilities
			$1,480.27				
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$32.07	EFT EFT Ramp	2/11/2026	001-000-000-594-18-64-00	City Hall Capital >$5K
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$133.10	EFT EFT Ramp	2/11/2026	001-000-000-518-90-49-00	Misc.
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$159.83	EFT EFT Ramp	2/11/2026	001-000-000-576-80-43-00	Travel & Training
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$170.00	EFT EFT Ramp	2/11/2026	401-000-000-558-60-49-00	Dues, Subscriptions, Memberships
Ramp	Feb 2026 Stmt		$276.71	EFT EFT Ramp	2/11/2026	001-000-000-576-80-22-00	Uniforms
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$278.82	EFT EFT Ramp	2/11/2026	001-000-000-511-60-49-00	Miscellaneous
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$484.31	EFT EFT Ramp	2/11/2026	001-000-000-521-20-31-00	Office Supplies
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$516.00	EFT EFT Ramp	2/11/2026	001-000-000-518-30-45-00	Facility Rental
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$814.30	EFT EFT Ramp	2/11/2026	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$1,097.00	EFT EFT Ramp	2/11/2026	001-000-000-511-60-43-00	Travel & Training
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$1,115.00	EFT EFT Ramp	2/11/2026	001-000-000-521-20-49-40	Dues,Subcriptions,Memberships
Ramp	Feb 2026 Stmt	Feb 2026 Stmt	$1,769.30	EFT EFT Ramp	2/11/2026	001-000-000-521-20-43-00	Travel & Training
Ramp	Feb 2026 Stmt		$2,259.73	EFT EFT Ramp	2/11/2026	001-000-000-576-80-31-00	Operating Supplies
			$9,106.17				
Republic Services, Inc. dba Rabanco, Ltd.	0172-010188850	PW Yardwaste Dumpster	$1,225.83	67472	2/19/2026	001-000-000-576-80-41-04	Professional Services-Misc
Republic Services, Inc. dba Rabanco, Ltd.	0172-010150487	PW Yardwaste Dumpster	$4,314.07	67419	2/5/2026	001-000-000-576-80-41-04	Professional Services-Misc
			$5,539.90				
Sass, Jeff	Conference International Association of Chiefs of Police 10/23/26-10/27/26	Conference International Association of Chiefs of Police 10/23/26-10/27/26	$331.80			001-000-000-521-20-43-00	Travel & Training

			$331.80				
Schiro, Steve & Diana	Advance Deposit Refund	Advance Deposit Refund	$561.07	67428	2/5/2026	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			$561.07				
Sound Cities Association	5395	Sound City Dues	$2,335.68	67420	2/5/2026	001-000-000-511-60-41-01	Legislative Activities- Regional/Intergovt
			$2,335.68				
Staples Business Advantage	7008633120	PD Office Supplies	$327.71	67421	2/5/2026	001-000-000-521-20-31-00	Office Supplies
			$327.71				
Supply Source Inc., The	2600440	Sanitorial Supplies	$1,181.30	67473	2/19/2026	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			$1,181.30				
Swanson, Jeff	AWC City Action Days 01/21/26-01/22/26	AWC City Action Days 01/21/26-01/22/26	$225.93	EFT Payment 2/10/2026	2/17/2026	001-000-000-513-10-43-00	Travel & Training
			$225.93				
Tiki Car Wash	2381	PD Car Washes - December 2025	$68.70	67474	2/19/2026	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Tiki Car Wash	2379	PD Car Washes - November 2025	$80.15	67474	2/19/2026	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Tiki Car Wash	2384	January PD Car Washes	$91.68	67474	2/19/2026	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			$240.53				
T-Mobile USA, Inc.	L2601270369	Investigative Services	$150.00	67475	2/19/2026	001-000-000-521-20-41-00	Professional Services
			$150.00				
Transpo Group Inc, The	36371	View Pt Parking Study	$10,000.00	67476	2/19/2026	101-000-000-542-30-41-00	Professional Services
			$10,000.00				
Tree Frog LLC	INV-0048	Arborist	$5,362.50	67422	2/5/2026	001-000-000-558-60-41-50	Landscape Consultant
			$5,362.50				
US Bank	JE # 2312 Bank Fees & CC	Bank Fee Feb 2026	$164.98	EFT Bank Fees	2/2/2026	001-000-000-514-20-49-10	Miscellaneous
US Bank	JE # 2312 Bank Fees & CC	CC Fees Feb 2026	$2,905.67	EFT Bank Fees	2/2/2026	401-000-000-558-60-49-10	Miscellaneous
US Bank	US Bank Feb26 CC	Zoom	$40.00	EFT Payment	2/25/2026	001-000-000-518-80-41-60	Software Services
US Bank	US Bank Feb26 CC	1099 Forms	$57.46	EFT Payment	2/25/2026	001-000-000-514-20-49-10	Miscellaneous
US Bank	US Bank Feb26 CC	IACP Conference	$220.00	EFT Payment	2/25/2026	001-000-000-521-20-43-00	Travel & Training
US Bank	US Bank Feb26 CC	Council Food	$345.07	EFT Payment	2/25/2026	001-000-000-518-10-49-10	Miscellaneous
			$3,733.18				
US Bank Voyager Fleet Sys.	8693624262607	PD Fuel	$1,574.10	EFT Payment 2/20/2026	2/20/2026	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
US Bank Voyager Fleet Sys.	Feb 2026	PD Fuel	$1,446.65	EFT Payment	2/2/2026	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			$3,020.75				
Utilities Underground Location Ctr	5120188	Utility Locate Services	$49.95	67477	2/19/2026	101-000-000-542-30-47-00	Utility Services
Utilities Underground Location Ctr	6010188	Utility Locate Services	$70.20	67477	2/19/2026	101-000-000-542-30-47-00	Utility Services
			$120.15				
WA Assoc of Sheriffs & Police Chief	Dues 2026-00251	Membership Renewal Sass	$120.00	67478	2/19/2026	001-000-000-521-20-49-40	Dues,Subcriptions,Memberships
WA Assoc of Sheriffs & Police Chief	Dues 2026-00116	Membership Renewal Gidlof & Anderson	$150.00	67478	2/19/2026	001-000-000-521-20-49-40	Dues,Subcriptions,Memberships
			$270.00				
WA ST Auditor's Office	L173211	2024 Audit Costs	$10,328.52	67479	2/19/2026	001-000-000-514-20-42-00	Intergvtml Prof Serv-Auditors
			$10,328.52				
WA ST Employment Security	Feb 2026		$1,565.27	26023006242511	2/2/2026	001-000-000-514-20-21-00	Personnel Benefits
			$1,565.27				
Washington State Patrol	I2603684	Employee Background Check	$11.00	67423	2/5/2026	001-000-000-521-20-41-50	Recruitment-Background
			$11.00				
Wherry, John	Advance Deposit Return		$336.52	67431	2/5/2026	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			$336.52				
Xue, David	Advance Deposit Refund	Advance Deposit Refund	$215.17	67432	2/5/2026	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			$215.17				
Grand Total			**$152,847.24**	**AP Total**			
Payroll	Feb 2026 Payroll	Payroll	$ 21,115.79		2/28/2026	001-000-000-513-10-11-00	Salaries, Wages & Benefits
Payroll	Feb 2026 Payroll	Payroll	$ 19,887.49		2/28/2026	001-000-000-514-20-11-00	Salaries, Wages & Benefits
Payroll	Feb 2026 Payroll	Payroll	$ 24,407.83		2/28/2026	001-000-000-518-10-11-00	Salaries, Wages & Benefits

Payroll	Feb 2026 Payroll	Payroll	$ 226,421.25		2/28/2026	001-000-000-521-20-11-00	Salaries, Wages & Benefits
Payroll	Feb 2026 Payroll	Payroll			2/28/2026	001-000-000-571-00-11-00	Salaries, Wages & Benefits
Payroll	Feb 2026 Payroll	Payroll	$ 31,176.33		2/28/2026	001-000-000-576-80-11-00	Salaries, Wages & Benefits
Payroll	Feb 2026 Payroll	Payroll	$ 20,733.39		2/28/2026	101-000-000-542-30-11-00	Salaries, Wages & Benefits
Payroll	Feb 2026 Payroll	Payroll	$ 32,411.03		2/28/2026	401-000-000-558-60-11-00	Salaries, Wages & Benefits
Payroll	Feb 2026 Payroll	Payroll	$ 6,011.93		2/28/2026	001-000-000-558-60-11-00	Salaries, Wages & Benefits
			$ 382,165.04	**Payroll Total**			
			$535,012.28	**Grand Total**			

MEDINA, WASHINGTON

MEDINA CITY COUNCIL
REGULAR MEETING

Hybrid – Virtual/In-Person
Medina City Hall – Council Chambers
501 Evergreen Point Road, Medina, WA 98039
Monday, January 26, 2026 – 5:00 PM

MINUTES

DRAFT

1. STUDY SESSION

Mayor Rossman called the study session of the Medina City Council to order in the Council Chambers at 5:02pm

PRESENT
Mayor Jessica Rossman
Deputy Mayor Randy Reeves
Councilmember Joseph Brazen (arrived 5:08 PM)
Councilmember Laura Bustamante
Councilmember Michael Luis
Councilmember Heija Nunn

ABSENT
Councilmember Harini Gokul

STAFF
Swanson, Osada, Wagner, Wilcox, Sass, Robertson, Nations

1.1 2026 Draft Capital Project List by Ryan Osada, Public Works Director

Ryan Osada, Public Works Director gave presentation on the 2026 Draft Capital Project List. Council discussed, asked questions and staff responded.

ACTION: Discussion only; no action taken.

2. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Rossman called the regular meeting of the Medina City Council to order in the Council Chambers at 6:00 pm.

PRESENT
Mayor Jessica Rossman
Deputy Mayor Randy Reeves
Councilmember Joseph Brazen
Councilmember Laura Bustamante

Councilmember Michael Luis
Councilmember Heija Nunn

ABSENT
Councilmember Harini Gokul

STAFF
Swanson, Osada, Wagner, Wilcox, Sass, Robertson, Nations

3. APPROVAL OF MEETING AGENDA

Mayor Rossman added an additional Executive Session to item 13 as RCW 42.30.110 (1(b).

ACTION: By consensus the meeting agenda was approved as amended.

4. PUBLIC COMMENT PERIOD

Mayor Jessica Rossman opened the public comment period. There were no speakers, and the public comments was closed.

5. PRESENTATIONS

5.1 Introduction of New Assistant Finance Director

Ryan Wagner Finance/HR director introduced the new Assistant Finance Director, Leah Struthers. She has 20 years' professional experience in the finance and accounting world. Council welcomed Ms. Struthers and is excited to have her join the team. Ms. Struthers addressed the council and is very excited to be working here.

6. CITY MANAGER'S REPORT

6.1a State Legislative Update

Jeff Swanson gave a brief update on the State Legislative Session updates and what is happening in Olympia. He gave a brief report on the AWC City Action days he attended along with Mayor Rossman and councilmembers Nunn and Bustamante they met with representatives and were able to ask questions. They all reported it was a great event.

Jeff Swanson gave a brief overview of the AWC hot sheet for bills. He noted bills to be watched and bills the council may be acting on. Council asked questions and staff responded.

Jeff Swanson read a statement on federal law enforcement activities within local jurisdictions. The statement is posted on the City's website under "Community News" and was posted on social media outlets.

7. CONSENT AGENDA

ACTION: Councilmember Reeves moved to approve the Consent Agenda. The motion was Seconded by Councilmember Bustamante and carried by a vote of 6-0.

DRAFT

7.1 Amending Chapter 2.04 MMC to update Council Meeting times and procedures
Recommendation: Adopt Ordinance No. 1051.
Staff Contacts: Jeff Swanson, City Manager and Jennifer Robertson, City Attorney

8. LEGISLATIVE HEARING

None.

9. PUBLIC HEARING

9.1 Public Hearing on Interim Official Control – Outdoor Lighting
Recommendation: Receive Public Comment and discussion.
Staff Contacts: Jeff Swanson, City Manager and Jennifer Robertson, City Attorney

Mayor Rossman opened the public hearing for the Public Hearing on Interim Official Control – Outdoor Lighting and gave a brief introduction to the purpose of the hearing.

Jennifer Robertson, City Attorney gave a brief update on the Public Hearing on Interim Official Control – Outdoor Lighting concerns about lighting was brought up by residents during public engagement.

The steps taken:

- June 2025 council directed staff to bring forward a Lighting Ordinance that would take effect with Middle Housing to do that timely staff created an Interim Official control on Outdoor lighting which is a temporary land use code update in effect while matters could be studied.
- Public hearing was held in July 2025.
- December 8, 2025, council extended the IOC.
- Tonight is the mandated public hearing. The IOC will be in effect June 2026. The Planning Commission will address the code and is working towards getting an official code update to the Council by June 2026.

Council discussed, asked questions and staff responded.

Mayor Rossman opened the public hearing comment period. There were no speakers without objection, Mayor Rossman closed the public hearing.

10. CITY BUSINESS

10.1 Council Committee Structures - Finance, Personnel, Development Services
Recommendation: Discussion and direction.
Staff Contacts: Jeff Swanson, City Manager and Jessica Rossman, Mayor

Mayor Rossman and City Manager Swanson gave overview of the council committees and external committees. Council discussed, asked questions and staff responded. The committee assignments will be assigned on February 9, 2026, at the council meeting.

DRAFT

11. REQUESTS FOR FUTURE AGENDA ITEMS

No additional requests presented.

12. PUBLIC COMMENT

Mayor Jessica Rossman opened the public comment period. The following person addressed the council:

Chris Koh addressed the council regarding lighting issues with nearby neighbor's houses; without window coverings they should be required and landscaping pathway lighting should have controls to be turned off when not occupied.

There were no additional speakers, and the public comments was closed.

13. EXECUTIVE SESSIONS

The Council entered Executive Session at 6:59 PM to discuss matters as authorized under the following:
RCW 42.30.110 (1)(b), RCW 42.30.110 (1)(i), and RCW 42.30.110 (1)(g)

ACTION: No action was taken following the Executive Session.

The City Attorney Jennifer Robertson was present during the Executive Session

14. ADJOURNMENT

Council adjourned from Executive Session.

Meeting minutes taken by Dawn Nations, Acting City Clerk

DRAFT

MEDINA, WASHINGTON

AGENDA BILL

Monday, March 9, 2026

Subject/Topic: Medina Park North Pond Invasive Vegetation Removal Project **Dept. Origin:** Public Works **Category:** Consent **Prepared by:** Ryan Osada, Public Works Director **Attachments:** Bid Results MMC 16.50.040	**Proposed Council Action/Motion:** ☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒Adopt/Approve ☐Other:

Proposed Council Action: Approve

Summary

The City of Medina has been evaluating maintenance dredging of two constructed man-made ponds located within Medina Park to remove accumulated sediment and restore open water depth, water quality, and aesthetic value as park amenities. This project focuses on the North Pond to remove the invasive aquatic vegetation prior to the dredging which will take place once necessary permits are acquired.

The proposed work includes using hand labor and/or light equipment to remove non-native pond-lily (Nymphaea spp) and patches of cattail (Typha latifolia) near the banks. Hand labor is allowed under MMC 16.50.040 Section C #4 which is consistent with Washington Department of Fish & Wildlife and U.S. Army Corps of Engineers.

16.50.040 Select vegetation removal activities. The following limited vegetation removal activities are allowed in critical areas and buffers. Otherwise, removal of any vegetation or woody debris from a critical area shall be prohibited unless the action is part of an approved alteration.a.The removal of the following vegetation with hand labor and/or light equipment; provided that the appropriate erosion-control measures are used and the area is replanted with native vegetation: i. Invasive weeds.

Council Priorities

This proposal furthers Council Priorities 1, 2, 3, 4 and 5.

1. Financial Stability and Accountability

2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character and Community Building

Budget/Fiscal Impact: $27,439.50 plus sales tax

Recommendation: Approve

City Manager Approval:

Proposed Council Motions: I move to authorize the City Manager to negotiate and enter into an agreement with **Riparia Environmental** for the Medina Park North Pond Invasive Vegetation Removal Project.

Time Estimate: 10 min

~~25,600_Mt. Olympus~~	not listed on SWR
~~25,914_Monarch~~	parent company submitted proposal for listed entity
~~26,600_Torres~~	supplemental criteria - unresponsive by due date
27,439.50_Riparia	
29,850_ULM	
38,560_Goldrock	
51,247.70_TMC	
95,727.27_Dallum	
147,201.80_Bella Terra	

16.50.040. - Exemptions, existing structures, trams, and limited exemptions.

A. *Critical areas exemptions.* The following developments, activities and associated uses shall be exempt from the requirements of this chapter; provided, that they are otherwise consistent with the provisions of other local, state, and federal laws and requirements:

1. Emergency actions necessary to prevent an immediate threat to public health, safety or welfare, or that pose an immediate risk of damage to private property and that require action in a time frame too short to allow compliance with this chapter, provided:
   a. Immediately after the emergency action is completed, the owner shall notify the city of these actions within 14 days; and
   b. The owner shall fully restore and/or mitigate any impacts to critical areas and buffers in accordance with an approved critical area report and mitigation plan.
2. Operation, maintenance, remodel or repair of existing structures and facilities, provided there is no further intrusion into a critical area or its buffer and there is no significant increase in risk to life or property as a result of the action.
3. Passive recreation, education, and scientific research activities that do not degrade critical areas or buffers, such as fishing, hiking and bird watching, not including trail building or clearing.
4. Minor site investigative work necessary for land use submittals, such as surveys, soil logs, percolation tests, and other related activities, where:
   a. Such activities do not require construction of new roads or significant amounts of excavation; and
   b. The disruption to the critical areas and buffers shall be minimized and the disturbed areas immediately restored.
5. Construction or modification of navigational aids and boundary markers.

B. *Existing structures.*

1. Existing structures may be maintained, repaired and remodeled provided there is no further intrusion into a critical area or its buffer.
2. All new construction must conform to the requirements of this chapter except as provided for single-family residences in subsection (C)(1) of this section.
3. Structures damaged or destroyed due to disaster (including nonconforming structures) may be rebuilt in like kind.

C.

Limited critical areas exemptions. The following developments, activities, and associated uses shall not be required to follow a critical areas review process; provided, that they are consistent with the requirements of this chapter. The city may condition approval of such to ensure adequate critical areas protection:

1. Existing single-family residences may be expanded, reconstructed, or replaced, provided all of the following are met:
    a. Expansion within a critical area buffer is limited to 500 square feet of footprint beyond the existing footprint;
    b. The expansion extends no closer to critical area than the existing setback;
    c. The proposal preserves the functions and values of wetlands, fish and wildlife habitat conservation areas, and their buffers;
    d. The proposal includes on-site mitigation to offset any impacts;
    e. The proposal will not significantly affect drainage capabilities, flood potential, and steep slopes and landslide hazards on neighboring properties; and
    f. The expansion would not cause a tree within a buffer to be labeled as a hazardous tree and thus require the removal of the hazardous tree;
2. Replacement, modification, installation or construction of streets and utilities in existing developed utility easements, improved city street rights-of-way, or developed private streets. Utilities include water, sewer lines, and stormwater and franchise (private) utilities such as natural gas lines, telecommunication lines, cable communication lines, electrical lines and other appurtenances associated with these utilities. The activity cannot further permanently alter or increase the impact to, or encroach further within, a critical area or buffer and must utilize best management practices;
3. Public and private nonmotorized trails. Public and private pedestrian trails, provided:
    a. There is no practicable alternative that would allow placement of the trail outside of critical areas or their buffers;
    b. The trail surface shall meet all other requirements including water quality standards;
    c. Trails proposed in stream or wetland buffers shall be located in the outer 25 percent of the buffer area, except when bridges or access points are proposed;
    d. Stream and wetland buffer widths shall be increased, where possible, equal to the width of the trail corridor, including disturbed areas;
    e. Trail corridors in critical areas and buffers shall not exceed six feet in width; and
    f.

Trails proposed to be located in landslide or erosion hazard areas shall be constructed in a manner that does not increase the risk of landslide or erosion and in accordance with an approved geotechnical report;

4. Select vegetation removal activities. The following limited vegetation removal activities are allowed in critical areas and buffers. Otherwise, removal of any vegetation or woody debris from a critical area shall be prohibited unless the action is part of an approved alteration.
    a. The removal of the following vegetation with hand labor and/or light equipment; provided, that the appropriate erosion-control measures are used and the area is replanted with native vegetation:
        i. Invasive weeds;
        ii. Himalayan blackberry (Rubus discolor, R. procerus);
        iii. Evergreen blackberry (R. laciniatus);
        iv. Ivy (Hedera spp.); and
        v. Holly (Ilex spp.), laurel, Japanese knotweed (Polygonum cuspidatum), or any other species on the King County Noxious Weed List.
    b. The cutting and removal of trees that are hazardous, posing a threat to public safety, or posing an imminent risk of damage to private property, from critical areas and buffers; provided, that:
        i. The applicant submits a report from a qualified professional (e.g., certified arborist or professional forester) that documents the hazard as specified in Chapter 16.52 MMC and provides a replanting schedule for replacement trees;
        ii. Tree cutting shall be limited to limb and crown thinning, unless otherwise justified by a qualified professional. Where limb or crown thinning is not sufficient to address the hazard, trees should be topped to remove the hazard rather than cut at or near the base of the tree;
        iii. All native vegetation cut (tree stems, branches, tops, etc.) shall be left within the critical area or buffer unless removal is warranted due to the potential for disease transmittal to other healthy vegetation or the remaining material would threaten the survival of existing native vegetation. However, no cut material shall be left on a steep slope or landslide hazard area without the approval of a qualified professional;
        iv. Trees shall be cut to leave standing snags when doing so allows the hazard of the tree to be eliminated;
        v.

The landowner shall replace any native trees that are felled or topped with new trees at ratios specified in Chapter 16.52 MMC within one year in accordance with an approved restoration plan prepared by a qualified professional. Tree species that are native and indigenous to the site shall be used;

vi. If a tree to be removed provides critical habitat, such as an eagle perch, a qualified wildlife biologist shall be consulted to determine timing and methods for removal that will minimize impacts; and

vii. Hazard trees determined to pose an imminent threat or danger to public health or safety, or to public or private property, or serious environmental degradation may be removed or topped by the landowner prior to receiving written approval from city; provided, that within 14 days following such action, the landowner shall submit a restoration plan that demonstrates compliance with the provisions of this title.

c. Trimming of vegetation for purposes of providing view corridors will be allowed; provided:

i. It is consistent with Chapters 14.08 and 16.52 MMC and that trimming shall be limited to view corridors of 20 feet in width or less;

ii. The limbs involved do not exceed three inches in diameter;

iii. Not more than 25 percent of the live crown is removed;

iv. Benefits to fish and wildlife habitat are not reduced;

v. Trimming is limited to hand pruning of branches and vegetation; and

vi. Trimming does not include felling, topping, stripping, excessive pruning or removal of trees.

d. Measures to control a fire or halt the spread of disease or damaging insects consistent with the State Forest Practices Act, Chapter 76.09 RCW; provided, that the removed vegetation shall be replaced in-kind or with similar native species within one year in accordance with an approved restoration plan prepared by a qualified professional; and

5. Conservation, preservation, restoration and/or enhancement.

a. Conservation and/or preservation of soil, water, vegetation, fish and/or other wildlife that does not entail alteration of the location, size, dimensions or functions of an existing critical area and/or buffer; and

b. Restoration and/or enhancement of critical areas or buffers; provided, that actions do not alter the location, dimensions or size of the critical area and/or buffer; that actions do not alter or disturb existing native vegetation or wildlife habitat attributes; that actions improve and do not reduce the existing functions of the critical areas or buffers; and that actions are

implemented according to a restoration and/or enhancement plan that has been approved by the city.

(Code 1988 § 20.50.040; Ord. No. 958 § 2, 2018; Ord. No. 924 § 3 (Att. B), 2015)

MEDINA, WASHINGTON

AGENDA BILL

Monday, March 9, 2026

Subject/Topic: City Hall Water Filler Station to Replace the Water Cooler Service **Dept. Origin:** Public Works **Category:** Consent **Prepared by:** Ryan Osada, Public Works Director **Attachments:** Elkay LZS8WSSP Bid Results	**Proposed Council Action/Motion:** ☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒**Adopt/Approve** ☐Other:

Proposed Council Action: Approve

Summary

The existing city hall drinking fountain is in the main lobby and will be replaced with an updated filtered water bottle & drinking fountain station. The new filler station will eliminate the need for bottled water service and be available for public use.

Council Priorities

This proposal furthers Council Priorities 1, 2, 3 and 4.

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character and Community Building

Budget/Fiscal Impact: $7,450.00 plus sales tax (WSST).

Recommendation: Approve.

City Manager Approval:

Proposed Council Motions: I move to authorize the City Manager to negotiate and enter into an agreement with Eland Mechanical for the City Hall Water Filler Station to Replace the Water Cooler Service Project.

ELKAY
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ELKAY

7,450_Eland Mechanical

9,187.81_Stop Inc

11,450_DM Kelly

22,675.82_Harris Pacific

23,479.00_Emcor

MEDINA, WASHINGTON

AGENDA BILL

Monday, March 9th, 2026

Subject/Topic: Approve IT Contract Renewal **Dept. Origin:** Finance/HR **Category:** Consent **Prepared by:** Ryan Wagner – Finance Director **Attachments:** 2026 Pellera/Medina Contracted IT Services	**Proposed Council Action/Motion:** ☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒**Adopt/Approve** ☐Other:

Proposed Council Action

To Approve the consent item, IT contract renewal through the contacted IT services provider Pellera.

Summary

Pellera is the parent company who acquired TIG in 2025. TIG, has been the City's IT services provider for the last 5 years. This is a renewal to extend the service period through the end of 2026.

Council Priorities

This proposal furthers Council Priorities 1 and 3.

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character and Community Building

Budget/Fiscal Impact: Contract value falls within allotted 2026 budget.

Recommendation: Approval of consent agenda

City Manager Approval:

MANAGED S

SO25-3017739/Technology Integration Group

Date: 01/07/2026

This Statement of Work ("SOW") is by and between Technology Information Group, a Pellera company ("SERVICE PROVIDER") and City of Medina ("CLIENT") and is subject to the terms and conditions of the **Master Services Agreement** dated January 29, 2026, which are incorporated herein by reference and made a part hereof (the "Agreement").

1. Services to be performed

A. SERVICE PROVIDER will provide CLIENT the subscription Services described in the attached Exhibit(s) in accordance with the terms set forth below.

B. Dependencies: SERVICE PROVIDER's performance of this SOW depends on CLIENT's timely performance of certain responsibilities listed in the attached Exhibit(s). In the event CLIENT or CLIENT's vendor(s) fail to perform the CLIENT responsibilities in a timely manner, SERVICE PROVIDER may charge CLIENT additional fees associated with schedule delays and the change control procedure may be invoked to adjust the delivery schedule and pricing.

2. Term of Service

A. The Term of this Service is identified in the **Pricing Summary** section below. If CLIENT does not wish to renew this SOW, CLIENT shall provide written notice of non-renewal to SERVICE PROVIDER at least sixty (60) days prior to the end of the Term. In the event CLIENT has not provided timely notice of non-renewal, upon completion of the Term, this SOW shall automatically renew for the same duration as the initial Term (each a "Renewal Term"). Fees for Services during each Renewal Term shall be equal to one hundred and five percent (105%) of the Service fees during the prior term. This SOW shall continue to automatically renew in accordance with the foregoing until CLIENT provides written notice of non-renewal. In the event CLIENT fails to issue payment during any Renewal Term, SERVICE PROVIDER reserves the right to terminate the SOW for non-payment upon written notice to CLIENT and seek collection for Services performed. **CLIENT acknowledges and agrees that the initial Term as well as any Renewal Terms are subject to the Termination requirements as outlined in the Master Services Agreement.**

B. Unless otherwise mutually agreed to, this SOW shall commence on the first business day of the month immediately following the date of the last party's execution and continue until CLIENT provides timely notice of non-renewal.

C. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THIS SOW IS NON-CANCELLABLE AND CLIENT SHALL NOT BE PERMITTED TO TERMINATE THIS SOW FOR CONVENIENCE. CLIENT SHALL ONLY BE PERMITTED TO TERMINATE THIS SOW WITHOUT CAUSE AFTER CLIENT PROVIDES PRIOR WRITTEN NOTICE TO SERVICE PROVIDER AND AFFORDS SERVICE PROVIDER A THIRTY (30) DAY PERIOD TO CURE THE DEFECT.**

3. Pricing Summary

A. The fees for the Services are set forth in the table below. Please see **Master Services Agreement** (referenced above) for details on definitions and calculation of charges. Pricing is valid for sixty (60) days from the date set forth in the header above and subject to applicable taxes:

Item #	Product Description	Term	Qty	Unit
1	MIS, 24x7 IOC Service 03-02-01-01-001-01	12	1	Included
2	MIS, Networking Services, Premium, Firewall, NGFW (Palo Alto) 03-02-03-01-179-01	12	1	Device
3	MIS, Networking Services, Premium, Switch 03-02-03-01-184-01	12	5	Device
4	MIS, Networking Services, Premium, WAP 03-02-03-01-187-01	12	4	Device

5	MIS, Physical Compute, Premium, x86 Type 1 Hypervisor Host 03-02-04-01-049-01	12	3	Device
6	MIS, Virtual Compute, Premium, VM 03-02-05-01-044-01	12	15	VM
7	MIS, Virtual Compute, Premium, Management Console 03-02-05-01-047-01	12	1	Instance
8	MIS, Operating System, Premium, Windows 03-02-09-01-043-01	12	12	Instance
9	MIS, Operating System, Premium, Linux 03-02-09-01-048-01	12	5	Instance
10	MIS, Database, Premium, MSSQL Server 03-02-10-01-047-01	12	2	Instance
11	MIS, Physical Compute, Premium, x86 (backup servers) 03-02-04-01-048-	12	2	Device
12	MIS, Data Protection Service, BUR, BYOL, Veeam 03-01-22-01-058-01	12	17	Device
13	MIS, Public Cloud, Azure, Foundation, Small 03-02-08-01-003-01	12	1	Environment
14	ECS, MSD, 24x7 Ticket Management Service [<=100], Shared-MX 01-01-02-03-004-01	12	50	Ticket
15	ECS, DDM Service, RMM (Patch and Application Deployment Only) [100-500] 01-01-04-01-083-01	12	55	Device
16	ECS, Microsoft Modern Workplace, Productivity, M365 + Hybrid Identity, Full User 01-01-11-01-006-01	12	55	User
17	MSS, Platform, EDR, BYOL, Managed, Sophos 02-03-02-01-028-01	12	1	Platform
18	MSS, Email Security, Mimecast, BYOL, Managed 02-01-07-01-037-01	12	1	Platform
19	MSS, Platform, SWG, Cisco, BYOL, Managed, Umbrella 02-03-02-01-139-01	12	1	Platform
20	MSS, MDR, Sophos, BYOL, Enhanced MDR Security Response By Pellera 02-03-02-01-157-01	12	55	Endpoint

	Total NRC	Total Recurring	Total CV
	$0.00	**$9,856.15**	**$118,273.80**

B. In the event of any cost increase (such as third party vendor increases in software or operating system licenses) that materially increases costs of delivering the Services to CLIENT, SERVICE PROVIDER will endeavor to provide written notice to CLIENT thirty (30) days and CLIENT shall then have ten (10) days from the date of the notification to dispute the cost increase, which the Parties agree to resolve in good faith. CLIENT shall then have thirty (30) business days from the date of SERVICE PROVIDER notice to dispute the cost increase in writing, and the Parties agree to resolve the dispute in good faith. No increase shall take effect and SERVICE PROVIDER shall not invoice at the increased rate unless

and until the Parties resolve the dispute in writing or CLIENT approves the increase in writing through the applicable change order process.

C. Notwithstanding anything to the contrary in Section 2. Term of Service - All funds for payment under this SOW are subject to the availability of any annual appropriation. In the event of non-appropriation of funds under the SOW, CLIENT may terminate the SOW, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. This non appropriation provision applies to the initial term and any renewal term. Termination under this provision is effective upon written notice from CLIENT as required in the Master Services Agreement and shall not be subject to any early termination fee, minimum contracted quantity charge, or other termination charge.

D. **CLIENT's execution of this SOW below authorizes SERVICE PROVIDER to invoice CLIENT for all fees contemplated in the table above, any additional fees incurred when utilizing the Service, and any automatic Renewal Term fees, and CLIENT agrees to pay such invoices in accordance with the terms specified herein, regardless of whether CLIENT has issued a corresponding Purchase Order ("PO") for such charges. CLIENT payment obligations are subject to CLIENT lawful procurement and payment requirements. SERVICE PROVIDER shall include any required purchase order or contract reference information on invoices if requested by CLIENT.**

4. Invoicing

A. Fees for the subscription are invoiced in accordance with the following:
   a. Non-Recurring Charges ("NRC") shall be invoiced in advance upon signature of the SOW.
   b. Recurring Charges shall be invoiced monthly in advance.

B. Services are to be performed remotely. Should onsite work be required, CLIENT and SERVICE PROVIDER will agree in advance of travel expenses being incurred. All travel and living expenses will be invoiced for actual expenses as incurred in accordance with the Agreement.

5. Additional Terms

The following terms apply to these Services and shall prevail over any conflicting terms or provisions in the attached Exhibit(s):

A. CLIENT agrees and acknowledges that SERVICE PROVIDER may subcontract a Service, or any part of it, SERVICE PROVIDER provides to CLIENT to SERVICE PROVIDER's affiliates, subsidiaries, or third party subcontractors selected by SERVICE PROVIDER.

B. **Notwithstanding anything in the Agreement to the contrary, CLIENT acknowledges and agrees that SERVICE PROVIDER may utilize resources from outside the United States to deliver the Services described herein. CLIENT's execution of this SOW below constitutes CLIENT's prior written consent to SERVICE PROVIDER's use of such resources unless otherwise stated herein.**

C. **SERVICE PROVIDER acknowledges that CLIENT is subject to the Washington Public Records Act, RCW chapter 42.56, and that records created, received, used, or retained by SERVICE PROVIDER in connection with the Services, including without limitation tickets, correspondence, logs, reports, security alerts, and invoices, may be public records. SERVICE PROVIDER shall promptly provide such records to CLIENT upon request in a usable format and shall reasonably cooperate with CLIENT to enable CLIENT to respond to public records requests and other lawful disclosure obligations. If SERVICE PROVIDER receives any public records request, FOIA request, subpoena, or other demand that references CLIENT or CLIENT records, SERVICE PROVIDER shall notify CLIENT promptly and shall not produce records absent CLIENT's written direction unless legally required. SERVICE PROVIDER shall not destroy, delete, or alter records relating to the Services that are subject to a CLIENT legal hold or retention requirement. SERVICE PROVIDER may identify information it believes is exempt from disclosure, but any confidentiality designation by SERVICE PROVIDER does not control CLIENT's disclosure determinations.**

D. **SERVICE PROVIDER shall reasonably cooperate with and support audits, inspections, and requests for information by CLIENT, the Washington State Auditor, and any other governmental auditor with jurisdiction, including by providing timely access to relevant records, reports, and documentation relating to the Services. This cooperation is not limited to one request per calendar year. SERVICE PROVIDER may require reasonable confidentiality protections for**

proprietary information, but such protection shall not unreasonably delay or prevent an audit. Audit cooperation under this section is included in the Services and shall not be billed as a separate fee unless CLIENT approves in writing in advance. For clarity, the SOC 2 report frequency limit as referenced in any other Pellera Terms applies only to SOC 2 reports and does not limit CLIENT audit rights or access to records.

6. Data Security

A. CLIENT acknowledges and agrees that no processing, creation, receipt, transmission, storage, or maintenance of personal data, including personal data of European Economic Area data subjects, is required for this SOW. Notwithstanding the foregoing, SERVICE PROVIDER remains responsible for actions taken with SERVICE PROVIDER's credentials to CLIENT systems in accordance with the Agreement. No category 3 or high data was defined in policy established in accordance with RCW 43.105.054 will be shared and thus, no data sharing agreement is required pursuant to RCW 39.26.340.

B. CLIENT is responsible for the overall security, content, and integrity of the information technology infrastructure including servers, databases, and backups and ensuring compliance with applicable regulatory requirements. CLIENT is also responsible for the access and security controls, backup and recovery procedures, and security procedures necessary to safeguard the integrity and content of databases and systems and prevent unauthorized access. SERVICE PROVIDER shall follow CLIENT information security policies and procedures provided in writing when accessing and managing CLIENT infrastructure components that are in scope for the Services. All support staff must be CJIS-certified through the Medina Police Department.

7. Tools

A. SERVICE PROVIDER may utilize various third party tools to perform the Services described herein, which may include hardware tools and/or software tools ("Third Party Tools"). With respect to SERVICE PROVIDER's use of Third Party Tools, CLIENT acknowledges and agrees that:

i. SERVICE PROVIDER will be using the Third Party Tools solely to facilitate the performance of Services;

ii. No right, title, or interest in, nor any license under, any copyright, patent, trade secret, trademark, mask work protection right, or any other intellectual property right is either granted to CLIENT or implied by the use of the Third Party Tools at CLIENT's facility or otherwise pursuant to this SOW. CLIENT acknowledges that the Third Party Tools used for the Services contain valuable, confidential information and trade secrets which CLIENT agrees to protect;

iii. No right is granted to CLIENT to make any copies of the Third Party Tools in any form;

iv. CLIENT will not modify, reverse assemble, reverse compile, or otherwise obtain or attempt to obtain the source code of the Third Party Tools, in whole or in part;

v. Upon completion or termination of SERVICE PROVIDER's services requiring the Third Party Tools, SERVICE PROVIDER will remove all copies of the Third Party Tool from CLIENT's systems; and

vi. In the event SERVICE PROVIDER utilizes hardware Third Party Tools, CLIENT shall bear all risk of loss or damage to the Third Party Tool, reasonable wear and tear excepted, upon delivery to the installation site until the Third Party Tool is returned to SERVICE PROVIDER's custody and control.

vii. CLIENT ACKNOWLEDGES AND AGREES THAT THE THIRD PARTY TOOLS ARE PROVIDED "AS IS" WITHOUT WARRANTY, INDEMNITY, MAINTENANCE, OR SUPPORT OF ANY KIND. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, WITH RESPECT TO ANY THIRD PARTY TOOLS ASSOCIATED WITH THIS SOW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, ERROR-FREE SERVICE, UNINTERRUPTED SERVICE, NON-INFRINGEMENT, TITLE AND NON-INTERFERENCE.

IN WITNESS HEREOF, CLIENT and SERVICE PROVIDER have caused this SOW to be executed by their duly authorized signatories.

City of Medina	Technology Information Group, a Pellera company
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Please Return Entire Document (All Pages) to:	Presented by:
Services Contracts Administrator Technology Information Group, a Pellera company EMAIL: jeff.bass@pellera.com	Dave Densley dave.densley@pellera.com Prepared by: Jeff Bass

Exhibit 1:

MANAGED SERVICE DESK (MSD)
SERVICE DESCRIPTION

REV 2025-10-30

1. SERVICE OVERVIEW

a) Managed Service Desk Services ("Level 1 Service" or "this Service") is a service line of Service Provider's End-User Client ("ECS") service family.

b) This Service provides 24x7 IT Service Desk management consisting of:

i. Minimum Monthly Quantity of tickets to be created by Client end users and managed by Service Provider.

ii. Service Provider's Level 1 supporters who resolve in-scope Level 1 tickets initiated by Client end users or Client systems. Such "Level 1 Resolvable" tasks shall be defined during the Transition-in Phase.

iii. Service Provider's Level 1 supporters who dispatch Service Desk non-resolvable Level 1 tickets for resolution to designated Level 1 supporters at Client location(s).

iv. Service Provider's Level 1 supporters who dispatch Level 2 tickets to Service Provider's Level 2 supporters when the resolution is in scope of "Level 2 Services" purchased from Service Provider by Client. A Level 2 Service shall have its own Service Description in a separate SOW.

v. Service Provider's Level 1 supporters who dispatch Level 2 tickets to Client's Level 2 supporters for resolution when out of scope of Level 2 Services.

vi. Service Provider can deliver this Service via a shared or a dedicated ITSM Tool owned by Service Provider or Client. See *Addendum MSD-1* for the specific choices for delivering this Service.

vii. Incident and Service Request Management processes are owned and managed by Service Provider. All other ITSM processes are owned by Client, unless mutually agreed to be in scope of this Service.

c) Client-specific details are defined in *Addendum MSD-1*:

i. Client Locations: list of Client's offices and plants where Service Provider is expected to deliver this Service to Client end users.

ii. Service Hours of Operation: times when this Service is available.

iii. Languages: list of languages to use to deliver this Service.

iv. Tools: list of tools from Service Provider and/or Client, which Service Provider shall need to deliver this Service.

v. Standard Hardware and Software End User Support List: list of standard Client end user hardware and software to be supported by this Service.

vi. Custom Hardware and Software End User Support List: list of custom Client end user hardware and software to be supported by this Service.

vii. Custom Service Levels: list of custom Client changes to or additions to Service Provider's ITSM Tool standard definitions, reporting, service levels, and other capabilities in this Service Description.

d) The detailed Steady State Service Responsibilities Matrix is defined in *Addendum MSD-2*.

e) The detailed Service Transition Management Responsibilities Matrices are defined in *Addendum MSD-3*.

f) Collectively, "this Service", "Level 1 Services" and "Level 2 Services" shall be referred to as "the Services."

g) Whenever Client purchases *Managed Service Desk Services*: (i) the content of this *Managed Service Desk Services Description* shall replace entirely the content of any *ITSM Foundation Services Description* addendum attached to existing Service Provider SOWs presented to Client, and/or (ii) the use of the term *"ITSM Foundation Services Description"* in any service description addendum attached to existing Service Provider SOWs presented to Client, shall be replaced with, *"Managed Service Desk Services Description"*.

2. SERVICE DELIVERY GOVERNANCE

a) Service Provider shall name one main point of contact ("Client Success Manager" or "CSM") and Client shall name one main point of contact ("Partner Success Manager" or "PSM") for the Services. The Client PSM and Service Provider CSM and shall deal with contract management, Client satisfaction, and service delivery escalations but not for day-to-day service management of the Services.

b) Service Provider shall name one technical lead ("Service Provider TL") and Client shall name one technical lead ("Client TL") who shall deal with the on-going ("Steady State") technical service management of the Services. Client TL reports to PSM and Service Provider TL reports to Service Provider CSM.

c) Client PSM, Service Provider CSM, and Client and Service Provider TLs are available during Normal Business Hours; however, they shall be available outside Normal Business Hours for escalations.

d) Depending on the nature and scope of the Services, one named person may be assigned more than one of the above roles or is responsible for more than one Service. This shall be determined during the Transition-In Phase.

e) During the Transition-In Phase, Client PSM and Service Provider CSM may mutually establish a "Services Review Meeting", the frequency and duration of which shall be proportional the scope of the Service purchased (e.g., weekly, monthly, quarterly). Client TLs and Service Provider TLs may mutually establish a "Service Delivery Meeting", the frequency and duration of which shall be proportional the scope of the Level 2 Services purchased by Client. Ad-hoc meetings shall be arranged and mutually agreed upon between Client PSM and Service Provider CSM or between Client TLs and Service Provider TLs according to urgency and need.

f) To mitigate risk and ensure audit and security compliance, and when Client is responsible for authorizing access to its network(s), systems, and applications to deliver the Services, Client shall establish individual user accounts for Service Provider supporters with sufficient administration privileges to perform the obligations under the Services. If Client is unwilling or unable to configure its network(s), systems, and applications as required, Client thereby accepts all liability resulting from misuse of shared user accounts.

3. SUPPORTER DELIVERY MODELS

a) This Service shall be performed using one of the following supporter delivery models, according to what is specified in the *Pricing Summary*. All Level 2 Services purchased by Client leverage (i) or shall be defined in the applicable SOW for that Service.

i. Remote (onshore or nearshore) shared and unnamed: Service Provider supporter is shared, unnamed, and located in Service Provider office to work on this Service non-exclusively. Available when ticket volume is less than 500 tickets per month.

ii. Remote (onshore or nearshore) shared and named: Service Provider supporter is shared, named, and located in Service Provider office to work on this Service non-exclusively. Available when ticket volume is equal to or greater than 500 tickets per month.

iii. Remote (onshore or nearshore) dedicated and named: Service Provider supporter is dedicated, named, and located in Service Provider office to work on this Service exclusively.

4. SERVICE TRANSITION MANAGEMENT

a) Transition-In:

i. The objective of the Transition-In Management is to either: (1) perform a greenfield or new implementation of the Services; or (2) perform a brownfield implementation by replacing Client's existing IT services with Services Provider's Services.

ii. The scope of the Services, including any outsourced business processes (e.g. password resets) shall be mutually agreed upon prior to executing the Transition-In Plan.

iii. Service Provider shall come up with a Transition-In Plan including key deliverables, milestones, a transition team who has knowledge of specific technologies, applications, and business processes required to take over support and to create or enhance existing documentation as appropriate. Transition shall be done remotely and/or on-site, as mutually agreed upon. Client must ensure the key contacts, knowledgeable subject matter experts and any business process documentation for Client's existing IT services are made available during the Transition-In Phase to ensure successful Go Live. Transition Management consists of four (4) phases: (1) Planning; (2) Knowledge Acquisition and Integration; (3) Shadow/Test; and (4) Steady State.

iv. Client shall coordinate and provide all available documentation and process information required to support the implementation of the Services, including shadowing & knowledge sharing session(s). Client shall cooperate actively and comprehensively in a UAT ("User Acceptance Test"). For a brownfield implementation, the Transition-In project assumes Service Provider shall be able to interact and transition in a collaborative way from the existing service provider or Client IT supporters, as applicable.

v. Client's internal ITSM processes may require alignment during Client Transition-In Phase with Service Provider's ITSM processes.

vi. Additional detail for Level 2 Services purchased by Client, if any, shall be found in the applicable SOWs.

b) Transition-Out:

i. The detailed Transition-in and Transition-out Responsibilities Matrices for this Service are defined in *Addendum MSD-3*.

ii. Additional detail for Level 2 Services purchased by Client, if any, shall be found in the applicable SOWs.

5. KNOWLEDGE MANAGEMENT

a) Client and Service Provider shall mutually build and maintain, as needed, a "Client Knowledge Management Repository" in the ITSM Tool or other designated system containing Client-specific documentation, processes, learnings, work instructions, and other related artifacts ("Knowledge Articles") related to delivering the Services. All Knowledge Articles, and revisions thereto, shall be approved by Client.

b) Service Provider documentation for delivering the Services that is not specific to Client are intellectual property and cannot be shared with Client.

c) If Service Provider is the ITSM Tool Owner, at its sole discretion, may publish Knowledge Articles through its ITSM Tool web-based portal for the purpose of providing self-service support to Client.

d) If Client is the ITSM Tool Owner, at its sole discretion, may publish Knowledge Articles through its ITSM Tool web-based portal for the purpose of providing self-service support to its end users.

6. ESCALATION MANAGEMENT

a) Ticket escalation shall be as follows: (i) if a ticket has not been responded to in a timely fashion, ticket initiator shall first escalate by requesting an update from assigned supporter via the ticket itself or directly with the assigned supporter; (ii) ticket initiator shall escalate to Client TL who shall then escalate to Service

Provider TL; (iii) Client TL shall escalate to Client PSM who shall escalate to Service Provider CSM; and (iv) Client PSM shall escalate to their manager who shall escalate to the manager of Service Provider CSM.

b) Managerial Escalation shall be as follows: The Client PSM can escalate to Service Provider CSM directly to establish direct communication until a ticket or Service issue is resolved without following the escalation process defined in paragraph a) above.

c) Major Incident Management is a subprocess combining Incident Management with Escalation Management and deals with the management of a P1 Incident that is having a major business impact on Service Provider or Client. Service Provider performs this process for all P1 Incidents generated from the Services. However, this process does not extend to include P1 Incidents generated by Client's IT assets and services that are not in scope of the Services, unless mutually agreed upon. Client PSM and Service Provider CSM shall align their respective Major Incident Management subprocesses during the Transition-In Phase.

7. PROBLEM MANAGEMENT

a) Whenever there is a P1 Incident or a repetitive Incident impacting the delivery of the Services, Service Provider shall initiate a Root Cause Analysis ("RCA"), the progress and results of which shall be communicated to Client in the form of corrective action(s) and a timeline for implementation. If the root cause is determined to be a Client responsibility, Client shall follow up internally and ensure corrective actions are promptly performed.

8. CHANGE MANAGEMENT

a) Service Provider performs this process for changes impacting the delivery of the Services. However, this process does not extend to change management activities related to Client's IT assets and services that are not in scope of those Services, unless mutually agreed upon. Furthermore, Client TL is responsible for obtaining the necessary change request information from Service Provider to follow its own change management processes. Service Provider PSM and CSM shall align their respective IT processes during the Transition-In Phase.

b) There are three types of change: (i) "**Contractual Change**" adds a new Service, decommissions an existing Service, or modifies contractual terms. This type of change shall be initiated pursuant to Client and Service Provider's sales order processes; (ii) a "**Standard Change**" refers to a low risk and low impact change to an existing Service for which the approach has an accepted and documented procedure and is pre-approved; (iii) a "**Normal Change**" refers to a change that must follow the complete change management process. Normal changes are often categorized according to risk and impact to the business. A "**Minor Normal Change**" is a low risk and low impact change, a "**Significant Normal Change**" is medium risk and medium impact change, and a "**Major Normal Change**" is high risk and high impact change. All Normal Changes shall proceed through all steps of the change management process and those that are categorized as a Significant or Major Normal Change shall be reviewed by Client and Service Provider respective **Change Advisory Boards (CAB's)**. An "**Emergency Change**" is a Normal Change that must be implemented before the next regularly scheduled CAB meeting due to its high risk and high impact on the security and/or availability of a Service. A "**Maintenance Change**" is a planned Normal Change that is periodically initiated by Service Provider to ensure the ongoing security and/or availability of a Service. Client shall be informed of the Maintenance Change in advance via "Maintenance Notices". When a Maintenance Change requires that a Service, or portion thereof, to be orderly turned off to perform the maintenance, it is referred to as a "**Standard Maintenance Downtime**". When a Maintenance Change is reactive, unplanned, critical, and urgent and requires that a Service, or portion thereof, to be orderly turned off to perform the maintenance it is referred to as a "**Emergency Maintenance Downtime**".

c) Normal Changes require coordination between Client and Service Provider and may include but is not limited to: (i) change risk and business impact assessment; (ii) execution, validation, and communication plan; (iii) cancellation, rollback, and reschedule plan; (iv) approvals/authorization by relevant stakeholders; and (v) date, start time, and expected duration.

d) Client-initiated Standard Changes and Service Provider- or Client-initiated Normal Changes shall be documented via the creation of a Service Request ticket in the ITSM Tool. Thereafter, a formal Service Provider Change Request ticket will be created to document approval and execution.

e) A change to a Service is assumed to be performed during Normal Business Hours, unless the change risk and business impact assessment indicates that the change must be performed outside Normal Business Hours.

f) If a change is complex, requiring the coordination of multiple resources over an extended period (i.e., weeks and months), Service Provider CSM may assign a Service Provider Project Manager ("Service Provider PM"). The Service Provider PM shall manage the project delivery details in coordination with Service Provider CSM and Client PSM. This may include the establishment of a one regular project meeting, the frequency and duration of which shall be proportional to the scope of the project.

9. CONTINUAL SERVICE IMPROVEMENT

a) Continual service improvement for the delivery of the Services shall be implemented by Service Provider's Quality Assurance Program in conjunction with its Problem Management process.

b) Client is responsible for the continual service improvement of any processes and tools owned by Client and are used by Service Provider to deliver the Services.

c) Service Provider uses "Shift-Left Best Practices" for the delvery of the Services. This means Service Provider's Level 2 support activities may be shifted to Service Provider's Level 1 support, and to Level 0 support (self-service). Shift-Left reduces ticket resolution times and increases Client satisfaction.

d) Shifting Client's out-of-scope Level 2 support activities to Service Provider's Level 1 support requires a detailed analysis of which Level 2 support tickets meet the mutually agreed upon definition of "Level 1 Resolvable". Client shall then provide work instructions for Service Provider to follow as well as sufficient training and privileges to resolve such tickets.

e) Service Provider may record all inbound and outbound phone calls for quality assurance purposes. Client may submit a request to review one or more individual call recordings. However, the total number of individual call recordings for review per calendar month that are included in the Service shall be 5% of the minimum contracted monthly ticket count per calendar month, with no less than 25 and no higher than 100 ("Included Individual Call Recording Review Count"). Any individual call recordings for review that are more than the Included Individual Call Recording Review Count per calendar month shall be separately billable

according to the rate card documented in the *Pricing Summary*, or according to the current rate at the time of the request, when not documented in the *Pricing Summary*.

10. SERVICE DESK MANAGEMENT

a) By default, Service Provider is the "ITSM Tool Owner" and provisions the Service Desk ticket management tool and the associated Communication Channels (collectively "ITSM Tool"), unless otherwise defined in *Addendum MSD-1*.

b) If Service Provider is the ITSM Tool Owner, Service Provider's ITSM Tool functionality, including the defined ticket states, priorities and service levels are accepted as-is.

c) If Service Provider is the ITSM Tool Owner, user license types assigned to Client end users shall be billed back to Client if defined as such in the *Pricing Summary*. There are three (3) ITSM Tool user license types: (i) "**Regular Users**" who manage only their tickets (i.e. create, view, and update tickets, including change the ticket state from 'With Client' to 'In Progress' or request a change in the state of the ticket via a ticket update); (ii) "**Key Users**" who can view and manages all tickets for Client; and (iii) "**IT Users**" who can view all tickets, assign to support groups, and resolve tickets. The assignment of ITSM Tool user license types to Client and Service Provider supporters shall be defined during the Transition-in Phase.

d) If Client is the ITSM Tool Owner, as defined in *Addendum MSD-1,* Service Provider's standard definitions, reporting, service levels, and other capabilities, as detailed in Section 11 (Incident and Service Request (Ticket) Management) and Section 12 (Service Level Management) shall be adjusted to document what can be fully supported by Client's ITSM Tool. Any configuration or development changes to Client's ITSM Tool to support Sections 11 and 12 are separately billable and not included in this Service

e) The ITSM Tool Owner shall be responsible for all ITSM Tool licensing, accessibility, availability, continual service improvement, and overall maintenance of the ITSM Tool. If the ITSM Tool is replaced or is subject to a major upgrade, ITSM Tool Owner shall be responsible for all project-related costs to effect the change.

f) Where supported by the ITSM Tool, Client may specify which of its end users are "VIP". This alerts Service Provider Level 1 supporters to provide 'white glove' treatment to a VIP end user with the necessary attention and urgency above that provided for Regular Users. Client shall provider a list of VIP users.

10.1. SERVICE HOURS

a) "24x7" or "Service Hours" shall be defined as 24 hours for every day of the year.

b) "9x5" or Normal Business Hours" shall be defined as Monday-Friday from 8AM to 5PM CT, excluding Client and Service Provider holidays for the delivery of Level 1 and Level 2 Services.

c) Any Service-, zone-, or region-specific "Normal Business Hours" in-scope for Client shall be defined in *Addendum MSD-1*.

10.2. COMMUNICATION CHANNELS

a) Service Provider supporters shall be contacted by Client end users using one or more of the following four ITSM Tool "Communication Channels": (i) toll-free phone number; (ii) self-service portal; (iii) support email; and (iv) support chat. If at least one channel is available, Service shall be considered available.

b) The ITSM Tool Owner shall be responsible for the Communication Channels. Client and Service Provider shall integrate Communication Channels during the Transition-In Phase so that Service Provider supporters can work effectively with Client end users.

c) Client end users shall only interface with Service Provider supporters using the defined Communications Channels. All Incidents and Service Requests shall be documented via a ticket inside the ITSM Tool. Service Provider supporters cannot manage ticket communication or control and measure service level performance when communication is outside the defined Communication Channels.

d) Client end users may request direct contact with the assigned Service Provider supporter ticket owner if needed or by calling the toll-free phone number.

11. INCIDENT AND SERVICE REQUEST (TICKET) MANAGEMENT

11.1. INCIDENT TICKET DEFINITION

a) A ticket created for the Services when it is no longer functioning as expected due to an unplanned or unexpected issue is called an "Incident". This is also known as a "break/fix" issue.

11.2. SERVICE REQUEST TICKET DEFINITION

a) A ticket created for a Service to request: (i) information about a Service; (ii) to perform a task that is included in a Service (i.e., no additional billing if Client's contractual limits have not been reached); or (iii) to perform a task that is not included in a Service (i.e., billable), and shall be called a "Service Request". A Service Request that requires a Contractual Change or is billable (which is not already contractually pre-approved) shall be subsequently referred to as a "Billable Service Request". The Service Provider CSM shall follow up with Client PSM prior to any execution. A Service Request that is a non-billable Standard Change shall continue to be referred to as a Service Request. It shall be documented and executed using the existing Service Request ticket. A Service Request that is a non-billable Normal, Maintenance, or Emergency Change shall be referred to as a "Change Request". It shall be documented, approved, and executed using a Change Request Ticket that implements Service Provider's formal change management process.

b) Service Requests, which are Standard Changes, are pre-approved by Client for delivery and subsequent additional billing when contractual quantity maximums, if defined the applicable SOW, are exceeded.

c) Service Requests that are also Normal Changes require Client approval prior to delivery and subsequent additional billing when contractual quantity maximums are exceeded, if defined in the applicable SOW.

11.3. TICKET VOLUMES

11.3.1. LEVEL 1 SERVICE TICKET VOLUMES

a) The Minimum Monthly Quantity shall be defined as the minimum total count of tickets included in this Service without additional fees. The Minimum Monthly Quantity and the additional fee per ticket above the Minimum Monthly Quantity shall be documented in the *Pricing Summary*.

b) The Actual Monthly Quantity consumed each calendar month shall be calculated as follows:

i. Tickets handled by Service Provider Level 1 supporters which are: (i) in scope of this (Level 1) Service for resolution; or (ii) dispatched to Client's Level 2 supporters for follow up and resolution are included.

ii. If Service Provider is the ITSM Tool Owner, the maximum total count of tickets included in the Service Fee that may be created per calendar month and handled entirely by Client Level 2 supporters without any interaction with Service Provider Level 1 or Level 2 supporters shall be equal to the total number of active Resolver User Licenses assigned to Client supporters in each calendar month multiplied by two hundred and fifty (250). If this actual ticket count exceeds two hundred and fifty (250), the difference is included.

iii. Tickets handled by Service Provider Level 1 supporters in support of Service Provider Level 2 Services are not included.

iv. Tickets generated automatically by systems (e.g., alert tickets) whether by Client or Service Provider are not included. However, such tickets may be subject to the limitations and additional billing requirements as detailed in paragraph (b)(ii) above; or according to limitations and additional billing requirements detailed the service descriptions of the Level 2 Services purchased by Client.

c) Service Overage and Fee Calculations. The following method shall be used to determine whether a Service Overage and Fee applies or not. The Service Overage is equal to the Actual Monthly Quantity measured over three (3) consecutive calendar months minus the Minimum Monthly Quantity x 3. If the Service Overage is negative or zero, no Service Overage Fee shall be invoiced. If the Service Overage is greater than zero, the Service Overage Fee shall be the calculated as the Service Overage multiplied by the additional fee per ticket in the *Pricing Summary*.

d) Minimum Monthly Quantity Adjustments. The Minimum Monthly Quantity in the *Pricing Summary* was estimated based on information provided by Client to Service Provider prior to delivery. Service Provider bases its capacity and resource planning on those quantities to ensure the delivery and performance of this Service. The Minimum Monthly Quantity shall not be reduced for the initial three (3) calendar months after delivery. However, if the Service Overage during the initial three (3) calendar months after delivery is greater than zero, Client shall pay the resulting Service Overage Fee. Thereafter, the parties agree to review the Service Overage for each subsequent three (3) calendar month period. If the Service Overage is consistently 10% above or below the Minimum Monthly Quantity, both parties agree to adjust (up or down) this Service's ongoing Minimum Monthly Quantity to best reflect the expected monthly consumption of this Service going forward. If an adjustment needs to be made that will increase the Minimum Monthly Quantity, and Client does not agree to it, the Service Level Credits shall be waived until the adjustment is agreed to.

11.3.2. LEVEL 2 SERVICE TICKET VOLUMES

a) The number of tickets created automatically via Service Provider's monitoring tool in support of Level 2 Services purchased by Client are included in this Service.

b) The number of tickets manually created by Client to request support for Level 2 Services purchased by Client are included in this Service, unless limitations are documented in the Service Descriptions for those Level 2 Services.

c) The number of autogenerated tickets by Client are not included in this Service and are billed separately, unless mutually agreed upon.

11.4. TICKET PRIORITY

a) Definitions

State	Definition
P1 - CRITICAL	Service unavailable; high business disruption; no workaround
P2 - HIGH	Service partially available; high business disruption; possible workaround Service unavailable; medium business disruption; possible workaround
P3 - MEDIUM	Service mostly available; high business disruption; possible workaround Service partially available; medium business disruption; possible workaround Service unavailable; low business disruption; possible workaround
P4 - LOW	Service mostly available; medium business disruption; possible workaround Service mostly available; low business disruption; possible workaround Service partially unavailable; low business disruption; possible workaround

b) Ticket initiator shall establish the priority of each ticket. A Service Provider supporter may engage with the ticket initiator to mutually agree to adjust the priority to align with the above definitions or to align with the current urgency of the ticket during its lifecycle.

c) P1 and P2 tickets are reserved for Incidents only.

d) For P3 and P4 tickets, the Service Level Clock is paused outside Normal Business Hours when the ticket is in the 'In Progress' state.

e) P1 and P2 tickets shall be subject to the Major Incident Management subprocess. Client shall always use the toll-free phone number to create such tickets to reduce the delay in the creation and processing of the ticket. If a P1 or P2 Incident ticket is submitted by any other method, it shall be treated as a P3 ticket until the priority is adjusted using the toll-free phone Communication Channel. The ticket initiator (or their assigned delegate) shall be available for callbacks and follow-ups from a Service Provider supporter to ensure smooth handling and communication concerning the Incident after it is reported.

f) Service Request tickets shall be assigned a P4 by default. Urgent Service Request tickets may be assigned a P3 and then escalated separately by Client TL to Service Provider TL to determine if a quicker response time or delivery time can be met or not.

11.5. TICKET STATES

a) Definitions

State	Definition	Service Level Clock
Open	Ticket has been created but has not been assigned to a Service Provider or Client supporter for resolution	Running
Assigned	Ticket has been assigned to a Service Provider or Client supporter for resolution	Running
In Progress	Ticket has been assigned to Service Provider and the assignee is actively working towards its resolution	Running
With Client	Ticket has been assigned to Client end user for further input or validation	Paused
With Vendor	Ticket requires further input or validation from vendor	Paused
Postponed	Ticket is placed on hold until a future date and time when it makes the most sense to continue processing the ticket	Paused
Solved	Ticket is solved based on feedback from Client end user; but can be reopened if needed before it is permanently closed	Stopped
Closed	Ticket is closed and can't be reopened. This is automated and occurs after ticket has been solved	Stopped
Canceled	Ticket is canceled because it is no longer needed	Stopped

b) Each ticket may have nine (9) possible states, depending on its lifecycle towards resolution. The Service Level Clock is used to measure the processing time of Service Provider supporters.

12. SERVICE LEVEL MANAGEMENT

12.1. SERVICE LEVEL TYPES

a) A Service Level Agreement ("SLA") is an external Service Level that is central to the measurement and maintenance of quality. They are reported via the Standard Monthly Service Level Report. Whenever an SLA Service Level is not met, Client PSM shall initiate a Service Level Credit Claim and a Service Level Credit shall be issued to Client. This ensures a financial incentive to Service Provider to meet or exceed the SLA Service Level.

b) A Service Level Object ("SLO") is an external Service Level that is considered very important to the measurement and maintenance of quality. They are reported via the Standard Monthly Service Level Report. No Service Level Credit is issued when the SLO Service Level is not met.

c) A Key Performance Indicator ("KPI") is an internal Service Level that indirectly supports the quality-of-service measurements for SLA and SLO Service Levels. They are not reported via the Standard Monthly Service Level Report. No Service Level Credit is issued when the KPI Service Level is not met.

d) For SLA and SLO Service Levels that have not been met, the Problem Management process shall be initiated to determine the root cause and corrective actions, if any. The root cause and corrective actions for SLA and SLO Service Level Targets that have not been met shall be communicated by Service Provider CSM to Client PSM.

12.2. SERVICE LEVELS

12.2.1. CLIENT SATISFACTION RATE

a) Definition

Service Level	Value	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
Client Satisfaction Rate	Satisfied	98%	24x7	SLO	Yes	Yes	Rate	Above

b) Client Satisfaction Rate is a default Service Level for all Service Provider Level 1 and Level 2 Services.

c) Client Satisfaction per ticket is measured when the ticket initiator responds to the ticket satisfaction survey with "satisfied" or "dissatisfied". The ticket initiator may also provide additional written comments. If the ticket initiator does not provide a ticket satisfaction survey response, the survey response is assumed to be "satisfied".

d) Client Satisfaction Rate is measured as a percentage based on the total tickets where the survey response is defined as "satisfied" in the Reporting Period divided by total tickets multiplied by 100.

e) The Client PSM shall periodically encourage ticket initiators to provide a service rating for each ticket to ensure representative feedback. Service Provider's Quality Assurance Program is used to review all comments with follow up with the ticket owners for additional information on negative comments. A summary is provided to Service Provider CSM who may discuss with Client PSM, as needed.

12.2.2. LEVEL 1 SERVICES

a) When the Minimum Monthly Quantity of Tickets in the SOW is greater than five hundred (500) and the Service Level Type is SLO, the type shall change to SLA.

b) In any given month, if the Actual Monthly Quantity exceeds the Minimum Monthly Quantity by more than 500 tickets, or if it exceeds the Minimum Monthly Quantity by more than 10%, the Service Level Agreement (SLA) will convert to a Service Level Objective (SLO) for that month.

12.2.2.1. LEVEL 1 TICKET RESPONSE TIME BY PRIORITY

a) Definitions

Service Level	Value <=	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
P1 – CRITICAL Response Time	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
P2 – HIGH Response Time	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
P3 – MEDIUM Response Time	4 hours	90%	24x7	SLO	Yes	Yes	Value	Above
P4 – LOW Response Time	8 hours	90%	24x7	SLO	Yes	Yes	Value	Above

b) Level 1 Ticket Response Time by Priority is a default Service Level for Level 1 Services only.

c) Level 1 Ticket Response Time by Priority is measured automatically per Level 1 Incident ticket (P3 to P4) and per Level 1 Service Request ticket (P3 and P4) based on its initial priority from creation date and time of the ticket until the date and time the ticket is first moved from 'Open' state to 'In Progress' state - which occurs upon the ticket's first assignment to the relevant Level 1 supporter.

d) If a response time is desired that is less than the Service Level Value above, ticket initiator shall use the toll-free phone number Communication Channel.

12.2.2.2. LEVEL 1 TICKET UPDATE INTERVAL BY PRIORITY

a) Definitions

Service Level	Value <=	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
P1 – CRITICAL Update Interval	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
P2 – HIGH Update Interval	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
P3 – MEDIUM Update Interval	24 hours	90%	24x7	KPI	Yes	Yes	Value	Above
P4 – LOW Update Interval	24 hours	90%	24x7	KPI	Yes	Yes	Value	Above

b) Level 1 Ticket Update Interval by Priority is a default Service Level for Level 1 Services only.

c) Ticket Update Interval by Priority is measured automatically per Level 1 Incident ticket (P3 to P4) and Level 1 Service Request ticket (P3 to P4) as the average of the interval times between ticket updates for all Service Provider supporter updates to the ticket while in 'In Progress' state.

d) Level 1 supporters proactively request updates from the Level 1 supporters currently assigned to a ticket.

12.2.2.3. LEVEL 1 TICKET RESOLUTION TIME BY PRIORITY

a) Definitions

Service Level	Value <=	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
P1 – CRITICAL Resolution Time	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
P2 – HIGH Resolution Time	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
P3 – MEDIUM Resolution Time	4 hours	90%	24x7	SLO	Yes	Yes	Value	Above
P4 – LOW Resolution Time	16 hours	90%	24x7	SLO	Yes	Yes	Value	Above

b) Level 1 Ticket Resolution Time by Priority is a default Service Level for Level 1 Services only.

c) Level 1 Ticket Resolution Time by Priority is measured automatically per Level 1 Incident ticket (P3 to P4), Level 1 Service Request ticket (P3 to P4) based on each ticket's initial priority as the sum of the Service Level Clock times recorded for each ticket.

d) Level 1 tickets are those that are in scope of this Service to be resolved by Level 1 supporters. All other tickets are dispatched to Level 2 Support Teams (see next Service Level).

12.2.2.4. LEVEL 1 CALL ANSWER PERFORMANCE & ABANDONMENT RATE

a) Definitions

Service Level	Value <=	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
Call Answer Performance	30 seconds	85%	24x7	SLO	Yes	Yes	Value	Above
Call Abandonment Rate	N/A	5%	24x7	SLO	Yes	Yes	Rate	Below

b) Call Answer Performance is a default Service Level for Level 1 Services only.

c) Call Answer Performance is automatically measured as a percentage based on the total inbound calls received by the Automatic Call Distributor (ACD) system until when a live Service Provider supporter talks to a caller below the given Value. This includes the time each caller spends on the phone waiting, either while the phone rings or while in a queue (a.k.a. while being on hold). However, the time that the caller spends interacting with an Interactive Voice Response (IVR) system is not included.

d) Call Abandonment Rate is automatically measured as a percentage based on the total inbound calls that were abandoned before speaking to a Service Provider supporter in the Reporting Period divided by total inbound calls multiplied by 100.

12.2.2.5. LEVEL 1 GROSS FIRST CONTACT RESOLUTION RATE

a) Definitions

Service Level	Value	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
Gross First Contact Resolution Rate	N/A	60%	24x7	SLO	Yes	Yes	Rate	Above

b) This is a default Service Level for Level 1 Service only.

c) Gross First Contact Resolution Rate is measured automatically as a percentage based on the total number of tickets in the Reporting Period for all Level 1 tickets resolved correctly on the first attempt divided by the total number of total tickets received in the Reporting Period multiplied by 100. This Service Level provides a measurement for determining Shift-Left success over time because the percentage should increase as more IT activities are moved from Client or Service Provider Level 2 to Level 1. Moving Level 1 tasks to Level 0 tasks should reduce tickets counts, thus allowing Service Provider supporters to deal with more Level 2 support activities.

12.2.2.6. ADDITIONAL LEVEL 1 SERVICE LEVELS

a) None. Additional Service Levels, if any, shall be documented here.

12.2.3. LEVEL 2 SERVICES

12.2.3.1. LEVEL 2 TICKET RESPONSE TIME BY PRIORITY

a) Definitions

Service Level	Value <=	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
P1 – CRITICAL Response Time	15 minutes	95%	24x7	SLA	Yes	N/A	Value	Above
P2 – HIGH Response Time	30 minutes	95%	24x7	SLA	Yes	N/A	Value	Above
P3 – MEDIUM Response Time	4 hours	90%	24x7	SLO	Yes	Yes	Value	Above
P4 – LOW Response Time	8 hours	90%	24x7	SLO	Yes	Yes	Value	Above

b) Level 2 Ticket Response Time by Priority is a default Service Level for Level 2 Services only.

c) Tickets are dispatched by a Level 1 supporter to a Level 2 supporter for resolution when in scope of a Level 2 Service; and to a Client Level 2 supporter for resolution when not in scope of a Service Provider Level 2 Service.

d) When a Level 2 ticket is dispatched to a Client Level 2 supporter, the Level 2 Incident ticket (P1 and P2) Service Level Type is SLO.

e) Level 2 Ticket Response Time by Priority is measured automatically per Level 2 Incident ticket (P1 to P4) and per Level 2 Service Request ticket (P3 to P4) based on its initial priority from creation date and time of the ticket until the date and time the ticket is first moved from 'Open' state to 'In Progress' state - which occurs upon the ticket's first assignment to the relevant Level 2 supporter.

f) If a response time is desired that is less than the Service Level Value above, ticket initiator shall use the toll-free phone number Communication Channel.

12.2.3.2. LEVEL 2 TICKET UPDATE INTERVAL BY PRIORITY

a) Definitions

Service Level	Value <=	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
P1 – CRITICAL Update Interval	30 minutes	95%	24x7	KPI	Yes	N/A	Value	Above

P2 – HIGH Update Interval	60 minutes	95%	24x7	KPI	Yes	N/A	Value	Above
P3 – MEDIUM Update Interval	24 hours	90%	24x7	KPI	Yes	Yes	Value	Above
P4 – LOW Update Interval	24 hours	90%	24x7	KPI	Yes	Yes	Value	Above

b) Level 2 Ticket Update Interval by Priority is a default Service Level for Level 2 Services only.

c) Ticket Update Interval by Priority is measured automatically per Level 2 Incident ticket (P1 to P4) or Level 2 Service Request ticket (P3 to P4) as the average of the interval times between ticket updates for all Service Provider supporter updates to the ticket while in 'In Progress' state.

d) Level 1 supporters proactively request updates from the Level 2 supporter currently assigned to a ticket.

12.2.3.3. LEVEL 2 TICKET RESOLUTION TIME BY PRIORITY

a) Definitions

Service Level	Value <=	Target	Service Hours	Type	Incident Ticket	Request Ticket	Calc. Method	Met Criteria
P1 – CRITICAL Resolution Time	4 hours	95%	24x7	KPI	Yes	N/A	Value	Above
P2 – HIGH Resolution Time	8 hours	95%	24x7	KPI	Yes	N/A	Value	Above
P3 – MEDIUM Resolution Time	24 hours	90%	24x7	KPI	Yes	Yes	Value	Above
P4 – LOW Resolution Time	40 hours	90%	24x7	KPI	Yes	Yes	Value	Above

b) Level 2 Ticket Resolution Time by Priority is a default Service Level for Level 2 Services only.

c) Ticket Resolution Time by Priority is measured automatically per Level 2 Incident ticket (P1 to P4) or Level 2 Service Request ticket (P3 to P4) based on its initial priority as the sum of the Service Level Clock times recorded for each ticket.

12.2.3.4. ADDITIONAL LEVEL 2 SERVICE LEVELS

a) Additional Level 2 Service Levels, if any, shall be documented in the applicable SOW for that Level 2 Service.

12.2.4. SERVICE LEVEL REPORTING

a) The Service Level Reporting period is a calendar month ("Reporting Period") for the purposes of determining if SLA or SLO Service Levels have been met or not. The Standard Service Level Report shall also be issued weekly during the Reporting Period to facilitate trend analysis during the current month as well as on a month-to-month basis to facilitate trend analysis, whereby negative trends are subject to Problem Management and Continuous Service Improvement for a rolling twelve (12) month period.

b) The first Standard Monthly Service Level Report shall be issued in the second or third calendar month after the Go Live Date of a Service and shall cover the first whole calendar month after a Service Go Live Date. The "Service Go Live Date" is the date when the Steady State phase for a Service commences, which is the date after the Transition-In Phase terminates. During the first three (3) calendar months after Service Go Live Date, Service Level Credits shall not apply.

c) Service Level Measured % Calculation ("Calc. Method"):

i. Availability: For each system contributing to the Service Level during the Reporting Period, the per system Service Level Measured% is equal to (the number of minutes in the Reporting Period minus the Unplanned Downtimes that are the responsibility of Service Provider) divided by the number of minutes in the Reporting Period multiplied by 100. Therefore, Planned Downtimes and Unplanned Downtimes that are the responsibility of Client are not considered downtimes for the purposes of the calculation. The availability measurement is performed each minute. If there is more than one system contributing to the Service Level, the final Service Level Measured% shall be the average of Service Level Measured% of all the systems measured.

ii. Average: For all items measured during the Reporting Period, the Service Level Measured Value is equal to the average of all the actual values for all items relevant to the Service Level. If the Service Level Measured Value is less than or equal to the Service Level Value, then the Service Level Measured% is equal to 100. Otherwise, the Service Level Measured% is equal to (100 minus (Service Level Measured Value minus Service Level Value)) divided by the Service Level Value multiplied by 100.

iii. Rate: For all items measured during the Reporting Period, the Service Level Measured % is equal to the number of items relevant to the Service Level divided by the number of all items multiplied by 100. If the number of all items for a Service Level equals zero, the Service Level Measured % shall be marked as 'N/A'.

iv. Value: For all items measured during the Reporting Period, the Service Level Measured % is equal to the number of items relevant to the Service Level that are equal to or less than the Service Level Value divided by the number of all items, multiplied by 100. If the number of all items for a Service Level equals zero, the Service Level Measured % shall be marked as 'N/A'. If the number of relevant call items or P3 or P4 ticket items is less than ten (10), then the Service Level Measured % is reported but shall be considered 'Insufficient' for the purposes of determining whether the Service Level Target was met or not.

d) Service Level Measured % Met Determination ("Met Criteria"):

i. Above: For Service Levels where the Service Level Measured% is expected to be equal to or greater than the Service Level Target%, then if a Service Level Measured% is greater than or equal to the Service Level Target%, the Service Level shall be considered met or exceeded.

ii. Below: For Service Levels where the Service Level Measured% is expected to be less than or equal to the Service Level Target%, then if a Service Level Measured% is less than or equal to the Service Level Target%, the Service Level shall be considered met or exceeded.

e) If the SLA and SLO Service Level Measured% is not met or is trending negatively over two (2) consecutive calendar months, or more than one Service Level is not met in a calendar month, Client PSM shall initiate a discussion with Service Provider CSM to consider additional Problem Management and Continual Service Improvement.

f) All SLA and SLO Service Levels shall be reported via the Standard Monthly Service Level Report within seven (7) Business Days after the end of the calendar month.

g) Custom Reporting: shall be any reporting which Client requests that is beyond what is provided in the Standard Monthly Service Level Report. Custom Reporting requests shall be submitted as Service Request tickets. The feasibility of the request and any additional fees, if applicable, to implement it shall be discussed between Client PSM and Service Provider CSM.

12.2.5. SERVICE LEVEL CREDITS

a) The Service Provider CSM shall inform Client PSM if any Service Levels are not met and whose type is "SLA". Then Client PSM may initiate a Service Level Credit Claim ("Claim") for those Service Levels that were not met. The Claim must be made to Service Provider CSM in writing prior to the publishing of the next Standard Monthly Service Level Report.

b) Service Level Credit Calculations:

i. Above Met Criteria Failed for Value and Rate Calculation Methods: For each Service Level Measured % that was not marked as 'N/A' or 'Insufficient', the Service Level Credit shall be 1% for each 1% the Service Level Measured % is below the Service Level Target % up to a maximum Service Level Credit of 15%. The specific formula shall be: IF (Service Level Target % > Service Level Measured % THEN Service Level Credit % = MIN (CEILING (Service Level Target % – Service Level Measured %, 1) / 1, 15) ELSE Service Level Credit % = 0.

ii. Below Met Criteria Failed for Value and Rate Calculation Methods: For each Service Level Measured % that was not marked as 'N/A' or 'Insufficient', the Service Level Credit shall be 1% for each 1% the Service Level Measured % is above the Service Level Target % up to a maximum Service Level Credit of 15%. The specific formula shall be: IF (Service Level Measured % > Service Level Target % THEN Service Level Credit % = MIN (CEILING (Service Level Measured % - Service Level Target %, 1) / 1, 15) ELSE Service Level Credit % = 0.

iii. Above Met Criteria Failed for Availability Calculation Method: For each Service Level Target % that is not met in a calendar month, the Service Level Credit shall be 1% for each 0.1% the Service Level Measured % is below the Service Level Target % up to a maximum Service Level Credit of 15%. The specific formula shall be: IF (Service Level Target % - Service Level Measured %) > 0 THEN Service Level Credit % = MIN (CEILING (Service Level Target % – Service Level Measured %, 0.1) / 0.1, 15) ELSE Service Level Credit % = 0.

c) The Total Service Level Credits %'s for an impacted Service in the Reporting Period shall not exceed 30%.

d) The Total Service Level Credit Amount shall be equal to the Total Service Level Credit %'s multiplied by the total of all the monthly recurring Service fees (excluding one-time fees) for the impacted Service in the Reporting Period.

e) A Service Level Credit Claim shall not be considered a contractual material breach.

f) Service Level Credit Calculation Examples:

i. Client Satisfaction Rate
- Reporting Period = Dec 2023
- Met Criteria = Above. That is, Service Level Measured% needs to be less than or equal to the Service Level Target% of 98%
- Number of items with a value less than or equal to Service Level Target% = 4
- Number of items with a value greater than Service Level Target% = 96
- Service Level Measured% = 96 / (4 + 96) * 100 = 96%
- Service Level failed because Service Level Measured% of 96% is not >= Service Level Target% of 98%

a. Service Level Penalty% = 2%. That is, 1% for every 1% below 98% Target up to a maximum of 15%

ii. **Level 1 Call Answer Performance**
- Reporting Period = Dec 2023
- Service Level Measured Value needs to be less than or equal to Service Level Target Value of 30 seconds.
- Met Criteria = Above**.** That is, Service Level Measured% needs to be greater than or equal to the Service Level Target% of 85%
- Number of items with a value less than or equal to Service Level Value = 200
- Number of items with a value greater than Service Level Value = 38
- Service Level Measured% = 200 / (200 + 38) * 100 = 84%
- Service Level failed because Service Level Measured% of 84% is not > = Service Level Target% of 85%
- Service Level Credit% = 1%. That is, 1% for every 1% below 85% Target up to a maximum of 15%

iii. **Level 1 Call Abandonment Rate**
- Reporting Period = Dec 2023
- Met Criteria = Below. That is, Service Level Measured% needs to be less than or equal to the Service Level Target% of 5%
- Number of items with a value less than or equal to Service Level Target% = 20
- Number of items with a value greater than Service Level Target% = 180
- Service Level Measured% = 20 / (20 + 180) * 100 = 10%
- Service Level failed because Service Level Measured% of 10% is not < = Service Level Target% of 5%
- Service Level Penalty% = 5%. That is, 1% for every 1% above 5% Target up to a maximum of 15%

iv. **Level 2 Ticket Response Time by Priority (P1 – CRITICAL Response Time)**
- Reporting Period = Dec 2023
- Service Level Measured Value needs to be less than or equal to Service Level Value of 15 minutes.

- Met Criteria = Above. That is, Service Level Measured% needs to be greater than or equal to the Service Level Target% of 95%
- Number of items with a value less than or equal to Service Level Value = 180
- Number of items with a value greater than Service Level Value = 20
- Service Level Measured% = 180 / (180 + 20) * 100 = 90%
- Service Level failed because Service Level Measured% of 90% is not > = Service Level Target% of 95%
- Service Level Credit% = 5%. That is, 1% for every 1% below 95% Target up to a maximum of 15%

MSD-1: CLIENT-SPECIFIC DETAILS

1. CLIENT LOCATIONS

List of Location details to be finalized in operational documentation created as part of the Transition-In Phase.

Address	State	Country	# Employees	Office Type/Purpose	Hours of Operation	Normal Business Hours
1.						

2. SERVICE HOURS OF OPERATION

	Hours of Operations	Time	Included	Comments
1.	Level 1 Service Normal Business Hours	Mon to Fri, 6am CT to 6pm CT including weekends and holidays		X
2.	Level 1 Service Outside Business Hours	Mon to Fri, 6pm CT to 6am CT including weekends and holidays	X	

3. LANGUAGES

	Language	Comments
1.	English	
2.	Spanish	

4. TOOLS

List of Tools to be finalized in operational documentation created as part of the Transition-In Phase.

	Tool Name	Service Provider	Client
1.	ITSM Tool		X
2.	Knowledge Management Repository		X
3.	Self-Service Portal		X
4.	Contact Center (ACD/IVR)	X	
5.	Remote End-User Device Access Tool		X
6.	Jump Server/VDI within Client's environment installed with applications and tools to deliver the Service		X
7.	VPN		X

5. STANDARD HARDWARE AND SOFTWARE END USER SUPPORT LIST

List to be finalized in operational documentation created as part of the Transition-In Phase and maintained during the Steady State Phase in the Knowledge Management Repository.

6. CUSTOM HARDWARE AND SOFTWARE END USER SUPPORT LIST

List to be finalized in operational documentation created as part of the Transition-In Phase and maintained during the Steady State Phase in the Knowledge Management Repository in the Knowledge Management Repository.

MSD-2: STEADY STATE RESPONSIBILITIES MATRIX

1. MSD RESPONSIBILITIES MATRIX

a) The *Responsibilities Matrix* covers the overall steady state ITSM lifecycle tasks to deliver a Service.

b) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in a Service.

c) An 'X' in the *Client* column means Client is responsible for the task.

d) A '(*)' denotes that there is a clarification of: (i) the task details; (ii) the division of task responsibilities between Service Provider and Client; or (iii) task is billable.

No.	General Tasks	Service Provider	Client	Clarifications
1.	Provide single point of contact and coordination for all Incident and Service Requests for information and activities in areas covered in this Service Description	X		
2.	Use ITSM Tool to document all incoming Tickets and manage the life cycle of Ticket	X		
3.	Provide expert Level 1 support and look for opportunities to Shift-Left from Level 1 to Level 0 and from Level 2 to Level 1 for Incidents and Service Requests and inquiries on Services in the scope	X		
4.	Manage the Incident Resolution and close-out process (e.g., provide Level 2) including escalating to the third party (vendor management)	X		
5.	Provide Service Provider supporters that clearly communicate and are proficient in the supported languages and that are appropriately trained to meet Client requirements	X		
6.	Perform Root Cause Analysis for any managed service sold by Service Provider to Client on recurring and Priority 1 and 2 Incidents as applicable to Service Desk	X		
No.	**ITSM Tools**	**Service Provider**	**Client**	**Clarifications**
7.	Set up and maintain ITSM Tool environment for Service Desk services (Incident and Service request only)	X		
8.	Provide users with ITSM Tool access and to view status to Incident and Service Request tickets	X		
9.	Provide Self-service Portal that's part of or integrated with the ITSM Tool	X		
10.	Train Service Desk agent to use ITSM Tool	X		
11.	Train Client trainer to use ITSM Tool	X		Trainer must have resolver access to the ITSM Tool. Service Provider shall create the content and Client and Service Provider to agree on the training material.
12.	Train end users on using ITSM Tool for Service Desk Services		X	
13.	Create/Delete/Add/Modify Resolver Groups for Service Desk Services (Incident and Service request only)	X		
14.	Create/Delete/Add /Modify Categorization/prioritization for Service Desk Services	X		

15.	ITSM Tool user creation/deletion/updates for Service Desk Services	X		
No.	**User Administration**	**Service Provider**	**Client**	**Clarifications**
16.	Receive, track and process requests for user account additions (onboarding), changes (update, delete) and terminations (offboarding) according to documented Client procedures. If no documented procedures exist, Service Provider will work with Client to create one.	X		
17.	Perform password resets, account unlocks according to documented Client procedures. If no documented procedures exist, Service Provider will work with Client to create one.	X		
No.	**Automatic Call Distributor, Interactive Voice Response (IVR)**	**Service Provider**	**Client**	**Clarifications**
18.	Provide software, equipment, and implement and manage Interactive Voice Response [IVR], Automatic Call Distribution [ACD] needed to collect, track, and manage Service Incidents and Service Requests received over the phone by the Service Desk	X		
19.	Support in-scope language and options	X		
20.	Record all calls for quality and training purposes	X		
21.	Transfer calls to Level 2 supporters where applicable	X		
No.	**Incident & Service Request Management**	**Service Provider**	**Client**	**Clarifications**
22.	Create and record Incident, and Service Request priority types, Response, Update, and Resolution targets for Incidents and Service Requests	X		
23.	Document all troubleshooting steps in the ITSM Tool	X		
24.	Monitor, track and own Incidents and Service Requests and escalate according to documented procedures when applicable.	X		
25.	Verify acceptance of delivered Services by contacting the user to confirm results and level of satisfaction through Client satisfaction survey	X		
26.	Ensure that recurring Incidents for any Services purchased by Client are reviewed using the Root Cause Analysis procedure (Problem Management)	X		
27.	Document solutions and update Knowledge Management Repository regularly	X		
28.	Utilize remote control tools to manage and update in-scope desktop system Software, and to maintain configuration and inventory information	X		
29.	Recommend Service Provider Standard Incident and Service Request Ticket Management Services procedures	X		

30.	Resolve Incidents or implement workaround at Level 1 using approved, remote tools; otherwise escalate to appropriate Level 2 supporter as required, in accordance with documented Client procedures and SLA	X		
No.	**Major Incident Management**	**Service Provider**	**Client**	**Clarifications**
31.	Facilitate technical bridge calls during Major Incidents and coordinate with all responsible participants, including third parties, in accordance with documented Client procedures	X		
32.	Develop escalation process	X		
33.	Review and approve escalation process		X	
34.	Issue broadcasts or other notices to provide status updates as required for planned and unplanned events		X	
No.	**Software Installation**	**Service Provider**	**Client**	**Clarifications**
35.	Determine if software is standard, in scope of support or requires additional approval	X		
36.	If approval required, follow the documented process to obtain approval from Client	X		
37.	Utilize remote control tools to manage and update in-scope desktop system Software using Client's software update process, and to maintain configuration and inventory information	X		
38.	Test and provide application install package		X	
No.	**Knowledge Management and Training**	**Service Provider**	**Client**	**Clarifications**
39.	Develop, document, and maintain Service Desk runbook or manual for this Service	X		
40.	Provide a comprehensive Knowledge Management Repository	X	X	
41.	Train new Service Provider supporters on ITSM Tools, process, and methods	X		
42.	Review and approve recommended Service Desk solutions as applicable		X	
43.	Review and approve Service Desk operational procedures as applicable		X	
44.	Support and/or provide documentation on business functions and features for all supported environments to Service Provider		X	
No.	**Reporting**	**Service Provider**	**Client**	**Clarifications**
45.	Report on Service Desk statistics and trends based on the Service Level Agreements, Service Level Objectives and Key Performance Indicators and share with Client	X		
46.	Identify and report on trends in Service Requests, Incidents, and Problems, and identify those that could be addressed through Service Desk improvements (e.g., training, self-service tools, Shift-Left) and share with Client	X		
47.	Report on phone statistics as defined in the Service Level Management and share with Client	X		

48.	Identify opportunities to increase speed to resolution, increases Client satisfaction and reduces the numbers of contacts per user per month	X		
No.	**Client Satisfaction**	**Service Provider**	**Client**	**Clarifications**
49.	Develop, conduct, and execute procedures for conducting Client Satisfaction Surveys in accordance with the Service Level Management	X		
50.	Review, participate and approve procedures for conducting Client Satisfaction Surveys		X	
No.	**ITSM Self-Service Portal (Level 0 Support)**	**Service Provider**	**Client**	**Clarifications**
51.	Apply Shift-Left approach to maintain ITSM Self-service Portal content by creating regular documentation (Knowledge Management Articles) and educating Client to use ITSM Self-service Portal when available or applicable	X	X	
52.	Monitor and report on effectiveness of ITSM Self-service Portal and make necessary adjustments to increase its usage	X	X	
No.	**Out of Scope Service Management**	**Service Provider**	**Client**	**Clarifications**
53.	Maintain and document out of scope request service procedures	X		
54.	Route tickets to Client defined contacts for out-of-scope Services	X		
55.	Identify, recommend, and implement conversion of the out-of-scope requests to in scope Services	X		
56.	Review, participate and approve out of scope requests to become in scope services for Level 1 support		X	
No.	**Continual Service Improvement**	**Service Provider**	**Client**	**Clarifications**
57.	Identify, recommend, and implement Continuous Service Improvement, which is a component of a broader, integrated IT Service operations, which includes a Knowledge Management Repository and ITSM Self-service Portal capabilities, that best meet Client's business needs and service level expectations	X		
58.	Perform operational planning for Service Desk capacity and Service Provider supporter performance	X		
59.	Obtain regular feedback from key Client stakeholders (who frequently interact with the Service Desk) to identify the appropriate sets of skills, training, and enhancements needed by Service Provider Level 1 supporters	X	X	
60.	Recommend Service Provider standard procedures for this Service	X		
61.	Understand Client's business, and work with Client to implement new solutions periodically that have a positive impact to Client and/or end users to bring in operational and financial efficiency	X	X	

No.	Shift-Left Level 0 and 1 Task Management	Service Provider	Client	Clarifications
62.	Identify, recommend, and enhance Level 0 ITSM Self-service Portal through Continuous Service Improvement and application of Shift-Left approach	X		
63.	Identify, recommend, and enhance Level 1 tasks as needed through Continuous Service Improvement and application of Shift-Left approach	X		
64.	Review, participate and approve enhancements to Level 0 ITSM Self-service Portal and Level 1 tasks as recommended by Service Provider through Continuous Service Improvement and application of Shift-Left approach		X	

MSD-3: TRANSITION MANAGEMENT RESPONSIBILITIES MATRICES

1. TRANSITION-IN MANAGEMENT RESPONSIBILITIES MATRIX

No.	Planning	Service Provider	Client	Clarifications
1.	Establish detailed Transition-In plan and finalize templates	X		
2.	Identify and agree with Client to key milestones and deliverables	X		
3.	Identify transition team members including executive sponsor of the program	X		
4.	Establish governance, communication structure and frequency of the reports or status	X		
5.	Identify any infrastructure, ITSM portal or access required, if necessary, to support the transition	X		
6.	Identify and validate in-scope applications and technologies	X		
7.	List access and documentation of in scope applications and technologies required to execute the transition	X		
8.	Establish travel schedule and location of the travel	X		
9.	Establish detailed transition plan and finalize templates	X		
10.	Assign Key member(s) or subject matter experts to work with Service Provider		X	
11.	Agree on transition plan and deliverables		X	
12.	Agree on governance, communication structure and frequency		X	
13.	Procure appropriate license where applicable for tools or applications/technologies for in scope Services		X	
14.	Agree on travel schedule and location		X	
15.	Sign off on planning phase		X	
No.	**Knowledge Acquisition and Integration**	**Service Provider**	**Client**	**Clarifications**
16.	Agree that all open tickets prior to Service Provider taking over Services shall not be subject to SLA's		X	
17.	Align, enhance, or implement Incident, Change, Problem Management processes	X		
18.	Set up Service Provider infrastructure necessary to support Client	X		
19.	Travel to Client location(s) if necessary	X		
20.	Get access to in-scope applications and technologies	X		
21.	Set up meeting and conduct knowledge transfer of in scope applications and technologies	X		
22.	Create and update Client specific business function documents	X		
23.	Identify any gap(s) or risk(s) and communicate to Client	X		

24.	Identify any scope change(s) and communicate to the sponsor(s) (Client and Service Provider)	X		
25.	Share knowledge with supporters	X		
26.	Ensure everyone in team has access to the applications, technologies, and documents	X		
27.	Understand the enhancement process and tools and schedules	X		
28.	Set up ITSM Tool and ITSM Self-service Portal access and training		X	
29.	Ensure subject matter experts or key contacts are available and participate in the knowledge sharing process		X	
30.	Share any existing process documentation		X	
31.	Share any ongoing and future changes that may impact overall transition		X	
32.	Grant access to in-scope application and technologies		X	
33.	Work with Service Provider to manage gaps or risks		X	
34.	Work with Service Provider to include or exclude any scope changes or updates		X	
35.	Sign off knowledge acquisition and integration phase	X	X	
No.	**Shadow**	**Service Provider**	**Client**	**Clarifications**
36.	Review resolved tickets	X		
37.	Review any application/technology enhancement or development process	X		
38.	Resolve tickets if applicable	X		
39.	Perform minimal impact changes or tasks	X		
40.	Carry out or execute on service requests if applicable	X		
41.	Update Client on the readiness to take over Services	X		
42.	Communicate any critical milestones or deliverables that may prevent us from taking over services	X		
43.	Review ticket or enhancement task and provide feedback		X	
44.	Communicate internally to the team and sign off to start this Service		X	
No.	**Steady State**	**Service Provider**	**Client**	**Clarifications**
45.	Manage open tickets prior to Service Provider taking over services, but no SLAs shall apply to those tickets	X		
46.	Service Provider takes over support for in-scope applications	X		
47.	All tickets are processed in accordance with the established ITSM Processes during the transition acquisition and integration phase and all the information must be entered in the ITSM Tool as a ticket	X		
48.	Governance and cadence are established to share regular updates with Client and reports as described in the service level management section	X		

2. TRANSITION-OUT MANAGEMENT RESPONSIBILITIES MATRIX

No.	General Tasks	Service Provider	Client	Clarifications
1.	Write a detailed Transition-Out plan		X	
2.	Review and align the Transition-Out plan with Client	X		
3.	Advise Client where applicable in designing risk contingency and mitigation plans	X		
4.	Assign resources and identify the physical locations requirements from Client, if applicable, to support Service Provider's activities	X		
5.	Identify, communicate, and take appropriate action on Service Provider's security requirements with respect to; (i) Service Provider Data residing on Client owned Assets; (ii) Client requests to access Service Provider's physical location and systems by Client or Client's third party (if applicable) including Confidentiality obligations		X	
No.	**Software Transition**	**Service Provider**	**Client**	**Clarifications**
6.	Provide a list of Service Provider users who access Client owned software	X		
7.	Remove and delete Service Provider users and access configuration and data from Client owned software at the end of transition		X	
No.	**Hardware Transition**	**Service Provider**	**Client**	**Clarifications**
8.	Provide a list of Client owned hardware used by Service Provider used to provide this Service	X		
9.	Return to Client all Client owned hardware and transfer any lease or warranty from Service Provider to Client, if applicable	X		
10.	Pay for all costs associated with such transfer including transfer of license, warranty, and applicable fees, if applicable		X	
No.	**Knowledge Transfer and Documentation**	**Service Provider**	**Client**	**Clarifications**
11.	Provide all Client specific documents including runbooks, operational manual and any technical information that were inherited during transition, updated, or generated during the duration of Service with Service Provider that are required for continued provision of Services by Client	X		
12.	Provide reasonable Knowledge transfer and training remotely to Client for continued provision of Services by Client	X		
No.	**Operations**	**Service Provider**	**Client**	**Clarifications**
13.	Assume full responsibility for all open items at the end of transition and take on full responsibility of the Services		X	

14.	Confirm in writing and sign off the end of Transition-Out activities		X	
15.	Release Service Provider of any further responsibility for open items at the end of transition		X	

Exhibit 2:

END-USER CLIENT DEVICES OVERVIEW
SERVICE DESCRIPTION

REV 2025-08-30

1. SERVICE OVERVIEW

a) The Managed End-User Client Device Services ("Service(s)" or "EDS") is a service line of the Service Provider's End-User Client Services ("ECS") service family and provides various combinations of OS updates, application updates and deployment, and policy compliance for in-scope: (i) desktops and laptops ("Desktop Device Management" or "DDM"); (ii) mobile and tablet devices ("Mobile Device Management" or "MDM"); and (iii) virtual desktops ("Virtual Desktop Management or "VDM"). Additionally, EDS offers Unified Device Management (UDM) which combines DDM and MDM but limits the Supported EDS Tool to Microsoft Intune. UDM is available when Client has purchased Service Providers Managed Microsoft Modern Workplace service.

b) In-scope end-user client devices are collectively referred to as "Client Devices".

c) The Service(s) to be delivered to Client, the EDS Tool(s) to be used, and the quantity and the type of Client's in-scope Client Devices shall be detailed in the *Pricing Summary* section of the applicable SOW.

d) For invoicing purposes, at the end of each billing cycle the Minimum Contracted Quantity for the Service in the *Pricing Summary* shall be compared to the actual quantities being managed, and which ever quantity is greater shall be multiplied by the corresponding unit price in the *Pricing Summary*.

e) The Service includes a 24x7 Helpdesk single point of IT support related to the management of the Client Devices as described in the *ITSM Foundation Services Description*.

f) Service Transition Management is detailed in the *ITSM Foundation Services Description*. In addition, Service Provider shall: (i) gather Client requirements and leverage best practices to develop Client's EDS policies; and (ii) align existing Client processes (if applicable) with respect to procurement, retirement, and policy compliance of Client's Client Devices.

g) Any support out of scope of EDS shall be subject to billable professional services hourly rates as documented in the Quotation of Services section of the applicable SOW. Service Provider shall seek Client approval for billable professional services prior to execution.

h) Client shall use the Service in accordance with this Service Description and in accordance with any additional operational documentation, which shall be provided by Service Provider to Client or as mutually agreed upon, from time-to-time.

i) The MDM service can only be sold as an add-on to the DDM service.

j) The Service delivery requires Nerdio Manager access to Client's Microsoft 365 environment. If Client does not grant the access, some features of the Service may not be available and/or price adjustments on the Pricing Summary may be required.

k) The Service comes bundled with the managed services in the *ITSM Foundation Services Description*, which details standardized support communication channels, ticket management ("ITSM Tool"), service levels, as well as the governance, incident, change, problem, and escalation ITSM processes in support of the Service. Tickets will be securely visible to Client online, including status and updates, via Service Provider's ITSM Tool. See the *ITSM Foundation Services Description* for further details.

1.1. SUPPORTED OS TYPES BY SERVICE

a) Support Table

	Windows	MacOS	ChromeOS	Linux	iOS	Android
DDM (1)	X	X	X	X		
MDM					X	X
VDM	X					
UDM	X	X		X	X	X

b) Each Service in the table may support one or more of the OS types listed with an 'X'.

c) Note (1): when Third-party application patch management is in-scope, support is only provided for Windows.

1.2. SUPPORTED EDS TOOL(S) BY SERVICE

a) Support Table

	Microsoft Intune	Google Workspace Endpoint Manager	RMM	JAMF	Nerdio	Azure Virtual Desktop
DDM	X Subscription provided by Client	X Subscription provided by Client	X Subscription provided by Service Provider	X Subscription can be provided by Client or via Service Provider's tenant	X Subscription provided by Service Provider	
MDM	X Subscription provided by Client	X Subscription provided by Client		X Subscription can be provided by Client or via Service Provider's tenant	X Subscription provided by Service Provider	
VDM					X Subscription provided by Service Provider	X Subscription provided by Client.
UDM	X Subscription provided by Client				X Subscription provided by Service Provider	

b) Each Service in the table may by delivered by one or more of the EDS Tools listed with an 'X'. The party responsible for the EDS tool subscription licensing and any limitations of on OS types are listed as well. RMM is an abbreviation for "Remote Management and Monitoring" and is Service Provider's EDS tool.

1.3. SUPPORTED OS TYPES BY EDS TOOL

a) Support Table

	Windows	MacOS	ChromeOS	Linux	iOS	Android
Microsoft Intune	X	X		X	X	X

	Windows	MacOS	ChromeOS	Linux	iOS	Android
Google Workspace Endpoint Manager	X		X		X	X
RMM	X					
JAMF		X			X	
Nerdio	X					
Azure Virtual Desktop	X					

b) Each EDS Tool in the table may support one or more of the OS Types listed with an "X". RMM is an abbreviation for "Remote Management and Monitoring" and is Service Provider's EDS tool.

2. RESPONSIBILITIES MATRIX

a) The Responsibilities Matrix for each in-scope Service above is defined the respective Addenda *EDS-1: DDM, MDM, VDM, and UDM.*

b) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

c) An 'X' in the *Client* column means Client is responsible for the task.

d) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification of responsibilities in the *Clarifications* column.

Exhibit 3:

EDS-1: DDM
SERVICE DESCRIPTION
REV 2025-08-30

1. SERVICE OVERVIEW

a) Desktop Device Management ("DDM") provides administration, monitoring, and support of the *Supported EDS Tool*.

2. DDM RESPONSIBILITIES MATRIX

No.	DDM Task Description	Service Provider	Client	Clarifications
1.	Procure & manage in-scope Client Devices (i.e., device hardware and golden or factory-based OS images).		X	
2.	Procure & manage in-scope Client Devices OS and App licensing, subscriptions, and associated vendor service agreements to maintain the support requirements of the OS and App vendors and the in-scope EDS Tool(s).		X	
3.	Procure in-scope EDS Tool(s) subscription and implement EDS Tool(s).	X (*)	X	According to *Supported EDS Tool(s) By Service* table. The EDS Tool(s) subscription level will define the management capabilities available to Service Provider. Some stated responsibilities may be unavailable if the required tool capabilities are not licensed. (*) Service Provider only procures subscriptions for its RMM EDS Tool or JAMF instance, as detailed in the *Pricing Summary*, and then implements it as part of the Service; all other EDS Tool subscriptions and implementations are done by Client prior to delivery of the Service.
4.	Perform on-site support for in-scope Client Devices.		X	Client provides on-site smart hands support on behalf of Service Provider.
5.	Grant administration access to Client-provisioned in-scope EDS Tool(s).		X	Service Provider shall function as a subcontractor of Client under Client's vendor service agreements.
6.	Procure and manage Azure Active Directory ("AD") or Hybrid Active Directory ("Hybrid AD") Services for user and application-specific conditional access compliance on in-scope Client Devices		X	

No.	DDM Task Description	Service Provider	Client	Clarifications
	when the in-scope EDS Tool is MS Endpoint Manager.			
7.	Define & approve desktop app policies.		X	Service Provider can help Client to define new or adjust existing policies.
8.	Define & approve desktop device policies for corporate-owned Client Devices.		X	Service Provider can help Client to define new or adjust existing policies.
9.	Create, Modify, Delete desktop app and desktop device policies according to client request.	X		
10.	Perform desktop app policy activities such as: wipe, remove, and compliance policies for corporate-sanctioned desktop apps on in-scope Client Devices using an in-scope EDS Tool.	X		Included in all DDM services except for Services identified as “Patch and Application Deployment Only” in the *Pricing Summary*. For corporate-owned and BYOD in-scope Client Devices. Available policies depend on the capabilities of the target OS and EDS Tool.
11.	Perform desktop device policy activities such as: enroll/re-enroll, wipe, lock, configuration profiles, encryption, and compliance policies for corporate-owned in-scope Client Devices using an in-scope EDS Tool.	X		Included in all DDM services except for Services identified as “Patch and Application Deployment Only” in the *Pricing Summary*. N/A for BYOD Client Devices. When enrolling new Client Devices so that the total number of actual enrolled Client Devices exceeds the contractual minimum, additional per Client Device monthly fees apply. See applicable SOW. Available policies depend on the capabilities of the target OS and EDS Tool.
12.	Administer granular access control policies for apps and storage based on attributes such as user identity, location, device status, and IP address.	X		Included in all DDM services except for Services identified as “Patch and Application Deployment Only” in the *Pricing Summary*. EDS Tool(s) subscription level will define the management capabilities available to Service Provider. Some stated responsibilities may be unavailable if the required tool capabilities are not licensed.
13.	Create automation packages or scripts to accomplish in-scope tasks.	X		Scripting and automation are tools Service Provider will use at its discretion to accomplish an in-scope task.

No.	DDM Task Description	Service Provider	Client	Clarifications
				Automation and scripting requests that are not in-scope of this Service are separately billable.
14.	Provide Commercial-off-the-Shelf ("COTS") vendor installation files for approved desktop app deployment packages.		X	In addition to providing installation files, Client is responsible for appropriate license levels and usage.
15.	Deploy approved Commercial-off-the-Shelf ("COTS") corporate-sanctioned desktop apps to in-scope Client Devices using an in-scope EDS Tool and limited to COTS apps supported by an in-scope EDS Tool.	X		Testing the deployment of new apps is performed by Service Provider. Testing of a newly deployed app is performed by Client. The number of new apps that can be deployed per month is limited to two (2). Additional new app deployments above two in a month shall be subject to additional billing. If an update to an existing app requires its redeployment, it will be counted as a new app deployment.
16.	Test & provide approved corporate-sanctioned custom desktop app packages for deployment, and uninstall to in-scope Client Devices using an in-scope EDS Tool.		X	
17.	Deploy & update approved corporate-sanctioned custom desktop app packages to in-scope Client Devices using an in-scope EDS Tool.	X		Frequency: monthly, and according to custom update release availability and Client update policy. Testing the deployment of new apps is performed by Service Provider. Testing of a newly deployed app is performed by Client. The number of new apps that can be deployed per month is limited to two (2). Additional new app deployments above two in a month shall be subject to additional billing. If an update to an existing app requires its redeployment, it will be counted as a new app deployment.
18.	Uninstall approved corporate-sanctioned COTS & custom app packages from in-scope Client Devices using an in-scope EDS Tool.	X	X (*)	COTS and custom apps deployed under the Service can be uninstalled. (*) All other apps that Service Provider did not deploy with the EDS Tool.
19.	Approve desktop OS updates on in-scope Client Devices.		X	
20.	Update desktop OS on corporate-owned in-scope Client Devices using an in-scope EDS Tool.	X		N/A for BYOD Client Devices.

No.	DDM Task Description	Service Provider	Client	Clarifications
				Frequency: monthly, and according to desktop OS vendor update release availability and Client update policy. Includes security, critical, and driver/firmware patches released by the OS vendor.
21.	Deploy out-of-band critical "Zero-Day" patches	X		Windows: Within 8 business hours of release from vendor, where patching can be forced. Mac OS: update timeframe determined by vendor, where patching cannot be forced. ChromeOS: update timeframe determined by vendor, where patching cannot be forced. Linux: N/A.
22.	Resolve failed OS Patches	X	X(*)	If there is a pattern of failures, or an unusually high number of failures, Service Provider will conduct Root Cause Analysis and perform corrective actions to resolve. (*) In all other cases (e.g., due to specific Client Device issues such as the Device being turned off or end-user delays in allowing patching) it is assumed the patches will be applied during the next patch window or when the end-user or client conduct follow-up actions on the affected in-scope Client Devices.
23.	Provide post-deployment & update compliance report to Client for in-scope Client Devices.	X		
24.	Upgrade desktop OS version on corporate-owned in-scope Client Devices.		X	
25.	Enforce compliance for non-compliant in-scope Client Devices.		X	
26.	Provide direct End User support.		X	Client's IT supporters will work directly with the End User. Service Provider IT supporters will work with Client's IT supporters.

No.	DDM Task Description	Service Provider	Client	Clarifications
27.	Provide support to Client's IT supporters for incident troubleshooting for in-scope devices.	X		
28.	Create & maintain operational runbook for in-scope Client Devices.	X		
29.	Send deployment & update notifications to designated Client points of contact.	X		
30.	Send deployment & update notifications to in-scope Client Device end-users.		X	
31.	Perform backup/restore of mobile device end-user data residing on in-scope Client Devices.		X	Assumption: Client has an existing operational self-service backup method (e.g., MS OneDrive) or Client purchased from Service Provider a self-service backup service.
32.	Billable Service Request Management Service request tasks that are not explicitly included in one of the tasks above. Perform any task that is designated as a Client responsibility in this matrix. The delivery of a new service not in scope of this Service. Designing, engineering, and consulting effort for an existing or new in-scope Client Device or Client's IT overall environment. Any mitigation or restoration work of a new in-scope Client Device where the root cause is attributable to a Client action performed on the Device. Deploy or build new in-scope Client Device image. Replace an existing in-scope Client Device (s) with a new Device. Develop, monitor, and maintain customized or third-party tools, scripts, and software installed on an existing in-scope Client Device.	X (*)		(*) When performed by Service Provider, all labor effort and costs associated with the request are billed separately according to the *Change Order Request Procedure* in the applicable SOW.

No.	DDM Task Description	Service Provider	Client	Clarifications
	Create additional documentation beyond Service Provider operational handbook for this Service. Replace existing Client-provisioned EDS Tool. Deploy Autopilot when an in-scope EDS Tool is MS Endpoint Manager. Add new EDS Tool. Upgrade in-scope Client Device App & OS. Develop custom functionality not supported by EDS Tool (Example: counting app licensing).			

3. THIRD-PARTY PATCH APPLICATION MANAGEMENT RESPONSIBILITIES MATRIX

a) DDM has an optional add-on service called Third-party Application Patch Management, which is in scope when detailed in the *Pricing Summary* of the applicable SOW and is charged per-device. This optional add-on service requires the use of Microsoft Intune as the *Supported EDS Tool* for the DDM service. Service Provider will implement this optional add-on service and integrate it with Client's existing Microsoft Intune environment to deliver it.

b) The Third-party Application Patch Management add-on includes patching for up to ten (10) applications as part of the base subscription. For any additional applications beyond the included ten (10), a per-application charge will be added to the *Pricing Summary*.

c) The following table details the Third-party Application Patch Management service.

No.	DDM Task Description	Service Provider	Client	Clarifications
1.	Implement third-party application patch management solution.	X	X(*)	Service Provider will implement and configure the third-party application patch management solution. See addendum DDM-1 (*)Client agrees to provide the required access and resources as agreed upon to meet the service requirements.
2.	Configure standard third-party application patch management package repository.	X		See addendum DDM-1
3.	Configure custom third-party application patch management package repository.	X	X(*)	See addendum DDM-1 (*) Client is responsible for managing and maintaining custom third-party repository.
	Configure third-party application patch management policies.			

No.	DDM Task Description	Service Provider	Client	Clarifications
	Resolve third-party application patch deployment issues.	X	X(*)	(*) Service Provider provides level 2 support for the Device and OS. Client provides level 1 end-user support.
	Track and report on third-party application patch status.	X		
4.	Test third-party application patch versions.		X	
5.	Approve third-party application patch versions for release		X	

DDM-1: CLIENT-SPECIFIC DETAILS FOR THIRD-PARTY APPLICATION PATCHING

1. THIRD PARTY APPLICATION PATCHING SOLUTION

Service Provider will implement the Nerdio solution to provide the service.

2. PACKAGE RESPOSITORIES

The following list of Winget Repositories will be implemented.

No.	Repository Name	Link	Clarifications
1.	Standard Community Winget Repository	https://github.com/microsoft/winget-pkgs	
2.	Custom Winget Repository	*<link>*	

3. APPLICATIONS TO PATCH

The following table lists the application to patch and the repository to utilize.

No.	Application Name	Repository to Use
1.	Adobe Reader	Standard Community Winget Repository
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Exhibit 4:

EDS-1: MDM
SERVICE DESCRIPTION
REV 2025-08-30

1. MDM RESPONSIBILITIES MATRIX

No.	MDM Task Description	Service Provider	Client	Clarifications
1.	Procure & manage in-scope Client Devices (i.e., device hardware and golden or factory-based OS images). Procure, at Client discretion, Apple Business Manager when Apple Client Devices are in scope, and ensure they are purchased and registered. Procure, at Client discretion, Android Zero Touch when Android Client Devices are in scope, and ensure they are purchased and registered.		X	
2.	Procure & manage in-scope Client Devices OS and App licensing, subscriptions, and associated vendor service agreements to maintain the support requirements of the OS and App vendors and the in-scope EDS Tool(s).		X	
3.	Procure in-scope EDS Tool(s) Subscription Licensing.	*	*	According to *Supported EDS Tool(s) By Service* table above.
4.	Perform on-site support for in-scope Client Devices.		X	Client provides on-site smart hands support on behalf of Service Provider.
5.	Grant administration access to Client-provisioned in-scope EDS Tool(s).		X	Service Provider shall function as a subcontractor of Client under Client's vendor service agreements.
6.	Procure and manage Azure Active Directory ("AD") or Hybrid Active Directory ("Hybrid AD") Services for user and application-specific conditional access compliance on in-scope Client Devices when the in-scope EDS Tool is MS Endpoint Manager.		X	

No.	MDM Task Description	Service Provider	Client	Clarifications
7.	Define & approve mobile app policies.		X	Service Provider can help Client to define new or adjust existing policies these during the transition-in/onboarding project.
8.	Define & approve mobile device policies for corporate-owned Client Devices.		X	Service Provider can help Client to define new or adjust existing policies these during the transition-in/onboarding project.
9.	Approve mobile app deployment packages and updates on in-scope Client Devices.		X	
10.	Deploy & update approved Commercial-off-the-Shelf ("COTS") corporate-sanctioned mobile apps to in-scope Client Devices using an in-scope EDS Tool and limited to COTS mobile apps supported by an in-scope EDS Tool. Integration between an EDS Tool and Apple App Store and/or Google Store, if supported.	X		Frequency: monthly, and according to custom update release availability and Client update policy. Testing the deployment of new apps is performed by Service Provider. Testing of a newly deployed app is performed by Client. The number of new apps that can be deployed per month is limited to two (2). Additional new app deployments above two in a month shall be subject to additional billing. If an update to an existing app requires its redeployment, it will be counted as a new app deployment.
11.	Test, provide, and approve corporate-sanctioned COTS mobile app packages not supported by an in-scope EDS Tool and custom mobile app packages for deployment and update to in-scope Client Devices using an in-scope EDS Tool.		X	
12.	Deploy & update approved custom mobile app packages to in-scope Client Devices using an in-scope EDS Tool.	X		Frequency: monthly, and according to custom update release availability and Client update policy. Testing the deployment of new apps is performed by Service Provider. Testing of a newly deployed app is performed by Client. The number of new apps that can be deployed per month is limited to two (2). Additional new app deployments above two in a month shall be subject to additional billing. If an update to an existing app requires its redeployment, it will be counted as a new app deployment.
13.	Perform the following mobile app policy activities: remove, manage access,	X		For corporate-owned and BYOD in-scope Client Devices.

No.	MDM Task Description	Service Provider	Client	Clarifications
	security, and compliance settings for corporate-sanctioned mobile apps on in-scope Client Devices using an in-scope EDS Tool.			
14.	Perform the following mobile device policy activities: enroll/re-enroll, wipe, lock, access, security, and compliance settings for corporate-owned Client Devices using an in-scope EDS Tool.	X		N/A for BYOD Client Devices. When enrolling new Client Devices so that the total number of actual enrolled Client Devices exceeds the contractual minimum, additional per Client Device monthly fees apply. See applicable SOW.
15.	Approve mobile OS updates on in-scope Client Devices.		X	
16.	Update mobile OS on corporate-owned in-scope Client Devices using an in-scope EDS Tool.	X		N/A for BYOD Client Devices. Frequency: monthly, and according to mobile OS vendor update release availability and Client update policy.
17.	Provide post-deployment compliance report to Client for in-scope Client Devices.	X		
18.	Enforce compliance for non-compliant in-scope Client Devices.		X	
19.	Create & maintain operational runbook for in-scope Client Devices.	X		
20.	Send deployment & update notifications to designated Client points of contact.	X		
21.	Send deployment & update notifications to Client Device end-users.		X	
22.	Perform backup/restore of mobile device end-user data residing on in-scope Client Devices.		X	Assumption: Client has an existing operational self-service backup method (e.g.MS OneDrive) or Client purchased from Service Provider a self-service backup service.
23.	Special Service Request Management Replace existing Client-provisioned EDS Tool.		X	This item covers tasks that are not in scope of service request management such as one-time projects, which may also involve additional managed service fees. All costs associated with the request are billed in a separate SOW.

No.	MDM Task Description	Service Provider	Client	Clarifications
	Deploy Autopilot when an in-scope EDS Tool is MS Endpoint Manager. Add new EDS Tool. Upgrade Client Device App & OS. Develop custom functionality not supported by EDS Tool (Example: counting app licensing).			

Exhibit 5:

MICROSOFT MODERN WORKPLACE (MMW) SERVICE DESCRIPTION

REV 2025-12-04

1. SERVICE OVERVIEW

a) Managed Microsoft Modern Workplace ("Service" or "MMW") is a service line within the Service Provider's End-User Client Services ("ECS"), and consists of two (2) options:

Managed Services Options	Description
i. Microsoft Identity and Access Management Service ("Microsoft IAM")	This service provides comprehensive administration, proactive management, and ongoing support of Microsoft identity and access controls of Client's Microsoft Environment (Entra ID, Active Directory, Certificate Server, or Hybrid Identity). See section *Microsoft IAM* for further details.
ii. Microsoft 365 Productivity Service ("Microsoft 365 + Microsoft IAM")	This service combines *Microsoft IAM* with the comprehensive administration, proactive management, and ongoing support Client's licensed Microsoft 365 Environment (Microsoft 365 Tenant, Purview, Integrated Apps Service, Exchange Online, OneDrive and SharePoint, Teams with Health Reviews). See sections *Microsoft IAM* and *Microsoft 365* for further details.

b) The Service is designed to achieve the following goals:

i. Maintain or improve the Microsoft Secure Score, Identity Secure Score, and Purview Compliance Score.

ii. Ensure the in-scope Client's licensed environment ("Environment"), as defined in addendum *MMW-1: Client-specific Details,* maintains alignment with Client's policies and strategic goals.

iii. Assist with adopting best practices.

iv. Maintain Client's Environment functionality and performance.

v. Assist Client's IT staff with advice, guidance, and hands-on-keyboard remote support.

vi. Perform proactive and reactive administration of Client's Environment.

c) The Client-purchased Service options and their associated pricing and quantities are identified in the *Pricing Summary*.

d) The Service quantities are based on:

i. **Identity Accounts,** which are defined as any active account present in Entra ID or Active Directory. Identity Accounts may represent employees, service accounts, external users, or any other object requiring an Entra ID or Active Directory account.

ii. **M365 Users**, which are defined as an account with access to interact with M365 services and applications, and consist of two (2) options:

1. **Full Users** are defined as active M365 Users which are assigned at least one (1) license labeled as Enterprise, Government, or Business from any active Microsoft 365 or Office 365 subscription. Examples include but are not limited to E1, E3, E5, G1, G3, G5, Business Basic, Business Standard, and Business Premium.

2. **Essentials Users** are defined as active M365 Users assigned at least one (1) license labeled as Frontline, or Exchange Online. Examples include but are not limited to F1, F3, Exchange Online Plan 1/2, and Exchange Online Kiosk.

e) The monthly fee for the Service includes a standard allocation of Service Request tickets equal to 10% of the total M365 Users or Identity Accounts, whichever is greater if both are present in the *Pricing Summary*, with a minimum of 10 tickets included. For example, 10% of 1,000 M365 Users would mean that 100 Service Request tickets per calendar month are included for all the Service(s). The fee per additional ticket shall be documented in the *Pricing Summary*. Service Requests estimated to require greater than four (4) hours of effort can be considered out of scope and separately billable.

f) All Service functions are subject to the limitations of, and capabilities granted by Client's Microsoft licensing.

g) The Service comes bundled with the managed services in the *ITSM Foundation Services Description*, which details standardized support communication channels, ticket management ("ITSM Tool"), service levels, as well as the governance, incident, change, problem, and escalation ITSM processes in support of the Service. Tickets will be securely visible to Client online, including status and updates, via Service Provider's ITSM Tool. See the *ITSM Foundation Services Description* for further details.

2. MICROSOFT IAM SERVICE

a) The Service provides comprehensive administration, proactive management, and ongoing support of identity and access controls across Client's Microsoft Environment. This includes management of on-premises Microsoft Active Directory Services (Domain Controllers, FSMO Roles, Group Policy Management, Authentication Protocols, and AD DNS), and/or Microsoft Entra ID Services (User/Group Management, MFA, SSO, Conditional Access Policies, PIM, Identity Protection, and Enterprise Applications), and/or Hybrid Identity synchronization components like Microsoft Entra Connect. Additionally, it encompasses the lifecycle management and operational support for Digital Certificates and Public Key Infrastructure (PKI) through Active Directory Certificate Services (AD CS), facilitating secure authentication and operations throughout the identity infrastructure.

b) Microsoft IAM offers options to manage Entra ID, Active Directory, Hybrid Identity (Entra ID + Active Directory), and Active Directory Certificate Servers of Client's Environment.

   i. **Entra ID Service.** Provides management delivers secure and streamlined identity management for cloud-based services, covering user lifecycle management, group and permissions administration, multi-factor authentication (MFA), conditional access policies, single sign-on (SSO), and integration of enterprise applications. It ensures robust identity governance and secure access management across Client's Entra ID Environment.

   ii. **Active Directory ("AD") Service.** Provides management offers proactive administration and support of on-premises Active Directory Environment. It covers domain controller health, authentication protocols (Kerberos, NTLM), replication, group policy management, domain trusts, and security best practices. The Service ensures critical identity infrastructure remains secure, reliable, and aligned with organizational policies.

   iii. **Active Directory Certificate Server Service.** Provides management manages the lifecycle of digital certificates through Active Directory Certificate Services (AD CS) of the Client Environment. It covers provisioning, renewal, revocation, and troubleshooting to enable secure authentication, encryption, and reliable operations across digital identity and security ecosystem. The *Active Directory Certificate Server* service requires the purchase of the *Active Directory* Service or the *Hybrid Identity Service*.

   iv. **Hybrid Identity Service.** Provides management manages identity synchronization between Client's on-premises Active Directory and Microsoft Entra ID Environment. The Service includes support and administration of Entra ID Connect, hybrid authentication management, and unified identity governance. This ensures consistent identity policies, streamlined user experiences, and enhanced security across both on-premises and cloud-based resources.

c) The monthly service fee will be calculated by multiplying the minimum contracted quantity of Identity Accounts at the end of the billing cycle by the applicable per unit rates documented in the *Pricing Summary*. For Hybrid Identity, the Identity Account quantity will equal the number of active accounts in Active Directory or the number of active accounts in Entra ID, whichever is greater. For Active Directory Certificate Server Service, the number of AD Certificate Server instances will be multiplied by the unit rate documented in the *Pricing Summary*. The minimum contracted quantities may be adjusted monthly based on the actual measured quantities if they exceed the minimum contracted quantity.

d) Additional service details can be found in sections, *GENERAL & ADDITIONAL RESPONSIBILITIES MATRICES*.

3. MICROSOFT 365 SERVICE

a) The Service provides comprehensive administration, proactive management, and ongoing support Client's Microsoft 365 Environment. This includes management of the Microsoft 365 tenant (subscriptions, domains, organizational settings), core communication and collaboration services (Exchange Online mailboxes, mail flow, security groups, Teams settings, SharePoint/OneDrive site settings), and security and compliance features within Microsoft Purview (data loss prevention, retention policies, sensitivity labels, eDiscovery). Additionally, it encompasses the management of integrated applications (enterprise apps, app registrations, conditional access controls) and regular environment health monitoring (Secure Score, Compliance Score, service health, license usage) to maintain optimal performance and security posture.

b) Microsoft 365 management comes bundled with Microsoft IAM (Entra ID or Hybrid Identity only) services to ensure secure, consistent identity governance of Client's Environment.

c) The monthly service fee will be calculated by multiplying the minimum contracted quantity of Full Users and Essentials Users at the end of the billing cycle by the applicable per unit rates documented in the *Pricing Summary*. The minimum contracted quantities may be adjusted monthly based on the actual measured quantities of Full Users and Essentials Users if they exceed the minimum contracted quantity.

d) Additional service details can be found in section *GENERAL & ADDITIONAL RESPONSIBILITIES MATRICES*.

4. OUT-OF-SCOPE SERVICES

a) The Service explicitly excludes:

   i. Management of endpoint solutions (Intune, Autopilot, SCCM, and Operating Systems).

   ii. Management of Microsoft Defender products, threat hunting, threat prevention, SIEM/SOAR solutions, security incident response, or other security related tasks.

   iii. Management of Microsoft Teams telephony.

   iv. Any functionality outside the scope of the Client's Microsoft licenses.

b) These out-of-scope services, if managed by Service Provider, will be separately billable.

5. RESPONSIBILITIES MATRIX EXPLANATION

a) When there is only an 'X' in the *Service Provider* column, the task is performed by Service Provider and the task effort is included in the monthly managed service fee.

b) When there is only an 'X' in the *Client* column, the task is performed by Client; it is not included in Service Provider's managed service fee. However, permanent or temporary delegation of such a task to Service Provider may be possible subject to: (i) Service Provider's acceptance to perform the task; and (ii) Client acceptance that the task effort is subject to additional billing.

c) When there is an 'X' in both the *Service Provider* and *Client* columns, there are shared responsibilities as outlined in the *Clarifications* column.

d) Tasks and services that are not included in the managed service fee, where the service or task effort is subject to additional billing, shall be noted in the *Clarifications* column.

e) Additional explanations concerning each task shall be noted in the *Clarifications* column.

f) *Optional Services* table lists tasks and services that are not included in the managed service fee, where the service or task effort is subject to additional billing.

5.1. GENERAL RESPONSIBILITIES MATRIX – MICROSOFT IAM & MICROSOFT 365

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.	X (*)	X (*)	(*) For Client's IT Assets, Client shall procure and maintain a vendor support contract for the IT Assets during the term of the Service and replace IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's Environment and IT Assets to perform the tasks required to deliver the Service.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for an IT Asset to fulfill a Client audit request.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client.
5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for an IT Asset in a Client location.
6.	Information Security Management.	X	X (*)	Service Provider's *Information Security Management Policy & Procedures* are maintained by Service Provider and apply to all Service Provider IT Assets used to deliver the Service. (*) Client's *Information Security Management Policy & Procedures* are maintained by Client and apply to all Client's IT Assets to which the Service is delivered.
7.	Event (Monitoring & Alert) Management.	X	X (*)	Monitoring & alerting on the IT Assets according to *Service Provider's Operational Monitoring Policies & Procedures*. (*) Client shall coordinate with Service Provider whenever they perform an IT Asset maintenance activity so that monitoring alerts can be turned off during the maintenance period.
8.	Incident, Escalation & Problem Management.	X	X (*)	Troubleshoot and resolve incidents with an IT Asset. Escalate to vendor support ("Level 3 Support") for an IT Asset, if needed. (*) For a Client's IT Asset, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client.

				Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action. Failure by Client to promptly implement a corrective action that would either solve a critical security issue or the repetition of an incident may incur additional cost or reduce service levels.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of an IT Asset incident.
10.	Standard Service Request Management.	X		Standard Service Requests can be submitted by Client or Service Provider. Standard service request tasks for an IT Asset are included in the Service at no additional fee. See *Additional Responsibilities Matrices* section below for enumerated standard service requests and any limitations thereof. Service Provider and Client perform standard service request tasks according to the task *Change Management* below.
11.	Change Management.	X	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *ITSM Foundation Services Description.* Service Provider is responsible for technical change execution of Client-approved changes to an IT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client.
13.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the *Change Order Request Procedure* in the applicable SOW. See *Additional Responsibilities Matrices* section below for enumerated billable service requests.

5.2. ADDITIONAL RESPONSIBILITIES MATRICES – MICROSOFT IAM

5.2.1. MICROSOFT ACTIVE DIRECTORY SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Procure licensing for Microsoft AD		X	
2.	Grant sufficient administration access to Service Provider so it can perform its responsibilities		X	Service Provider shall function as a subcontractor of Client under Client's Microsoft Service Agreements.
3.	User and Group Management	X	X (*)	(*) Client is responsible for first level support with the end-user. Service Provider will provide user account and group management as a level 2 option. For first level support Service Provider offers a Managed Service Desk offering.
4.	Maintain operational runbook based on Client-approved IAM & GPO Policies	X	X	Client provides and approves policies; Service Provider executes according to runbook.
5.	Create/Delete/Modify/Troubleshoot/Escalate Domain Controllers • Promote, demote, and restore	X		Management of IT assets below the AD application level (such as Server OS, networking, compute, and storage) are not in scope.

No.	Task Description	Service Provider	Client	Clarifications
6.	Create/Delete/Modify/Troubleshoot/Escalate Microsoft AD Domain Services based on incidents and Client-approved service requests: • FSMO Roles: ○ Schema Master ○ Domain Naming Master ○ Relative ID (RID) Master ○ Primary Domain Controller (PDC) Emulator ○ Infrastructure Master • Authentication Protocols (i.e., Kerberos, NTLM) • AD Trust Domain • AD Sites and Services • Replication Topology • Privileged Access Management (PAM) • Group Policy Management (GPM) • User & Group Management (UM)	X		
7.	Create/Delete/Modify/Troubleshoot/Escalate based on incidents and Client-approved service requests: • DNS connectivity • DNS zones • DNS resolution • DNS request latency • DNS record updates	X		
8.	Monthly reviews and recommendations: • Active Directory Health			

5.2.2. MICROSOFT ACTIVE DIRECTORY CERTIFICATE SERVER SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Procure licensing for Microsoft AD Certificate Services		X	
2.	Grant sufficient administration access to Service Provider so it can perform its responsibilities		X	Service Provider shall function as a subcontractor of Client under Client's Microsoft Service Agreements
3.	Maintain operational runbook based on Client-approved Digital Certificate Policies	X		Client provides and approves policies; Service Provider executes according to runbook.
4.	Create/Delete/Modify/Troubleshoot/Escalate Public Key Infrastructure ("PKI") & Digital Certificates based on incidents and Client-approved service requests: • Certification Authorities (CA's) • Web enrollment • Online Responder • Network Device Enrollment Service	X		Management of IT assets below the Certificate Services application level (such as Server OS, networking, compute, and storage) are not in scope.

5.2.3. MICROSOFT ENTRA ID SERVICE (INCLUDING HYBRID IDENTITY VIA ENTRA ID CONNECT, WHEN APPLICABLE)

No.	Task Description	Service Provider	Client	Clarifications
1.	Procure licensing for Microsoft AD		X	
2.	User and Group Management	X	X (*)	(*) Client is responsible for first level support with the end-user. Service Provider will provide user account and group management as a level 2 option. For first level support Service Provider offers a Managed Service Desk offering.
3.	Create/Delete/Modify/Troubleshoot/Escalate Entra ID Services such as: • User & Group Management	X		

No.	Task Description	Service Provider	Client	Clarifications
	• Authentication Protocols (OAuth) • MFA • SSO • Entra ID Self-Service Password Reset (SSPR) • Privileged Identity Management (PIM) • Enterprise Applications/App Registrations (API's) • Identity Governance • Licensing & Subscriptions assignments • Conditional Access Policies • Identity Protection • Risky sign-ins • Identity Secure Score			
4.	Modify/Troubleshoot/Escalate Microsoft Entra Connect (formerly Azure AD Connect). • Entra Cloud Sync • ADFS integrated Entra Connect • Alert and response for Entra ID Connect	X	X (*)	(*) Integrations, new deployments, mergers & acquisitions, and other work requiring design or project effort are outside the scope of this service.
5.	Create/Delete/Modify/Troubleshoot/Escalate Role-Based Access Controls (RBAC).	X		
6.	Monthly reviews and recommendations: • Microsoft Identity Score • Entra ID review (MFA, risky sign-ins, etc.) • AD Synchronization health (hybrid service option only)	X		

5.3. ADDITIONAL RESPONSIBILITIES MATRICES (MICROSOFT 365)

5.3.1. MICROSOFT 365 TENANT AND SUBSCRIPTION SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Procure & Maintain M365 subscriptions according to the Microsoft Agreement.		X	
2.	Manage M365 subscriptions such as: • Assign/Remove licenses • Create/Modify/Remove user templates	X		
3.	Manage domain settings within the Microsoft tenant: • Add/Verify/Remove domain • Provide DNS records	X		
4.	Manage domain procurement and DNS records: • Create/Delete/Modify/Troubleshoot/ Escalate DNS entries with domain registrar • Procure domain • Track and process domain renewals		X (*)	Service Provider may offer additional services to extend the management and support of Client's domain and DNS needs. (*) Service Provider will advise on topics specific to M365 and methods to achieve the desired outcomes but will not directly manage external DNS setting or work directly with the domain registrar.
5.	Manage organizational and tenant wide settings.	X		

5.3.2. MICROSOFT 365 PURVIEW SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Create/Delete/Modify/Troubleshoot/Escalate *data sensitivity labeling* admin settings.	X		

No.	Task Description	Service Provider	Client	Clarifications
2.	Execute *eDiscovery cases and holds* using M365 built-in features, such as Content search, core eDiscovery and Advanced eDiscovery.	X		
3.	Create/Modify/Remove Client requested policies such as: • Data Loss Prevention (DLP) • Data Retention • Sensitivity Labels and Encryption • eDiscovery and Legal Hold • Audit Logs	X	X	Policies will generally require information from Client to successfully implement and achieve the desired outcome. Some complex policies may require additional billable services when advanced engineering or architect expertise is required to design a policy-based solution.

5.3.3. MICROSOFT 365 INTEGRATED APPS SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Create/Delete/Modify/Troubleshoot/Escalate • Org settings • Integrated Apps settings • Enterprise Apps (*) • App Registrations (*) • Conditional Access controls • Access reviews	X		(*) Requires the application to be available via the Microsoft Entra Gallery catalog or is a supported SAML application with available documentation.
2.	Create/Delete/Modify/Troubleshoot/Escalate search and intelligence settings.	X		

5.3.4. MICROSOFT 365 EXCHANGE ONLINE SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Manage Mailbox requests such as: • Create/Modify/Delete a shared mailbox • Create/Modify/Delete a mail contact • Create/Modify/Delete a mail user • Setup Free/Busy calendar information • Configure mailbox permissions • Configure mailbox archive settings • Configure mailbox delegation • Configure data retention	X		
2.	Manage Mail Flow and Routing requests such as: • Create/Modify/Delete mail flow rule • Create/Modify/Delete message trace • Create/Modify/Delete mail connector • Configure email forwarding • Configure aliases	X		
3.	Manage Group and Resource requests such as: • Create/Modify/Delete M365 Group • Create/Modify/Delete distribution list • Create/Modify/Delete dynamic distribution list • Create/Modify/Delete mail-enables security group • Create/Modify/Delete room resource • Create/Modify/Delete equipment resource • Configure shared resource permissions • Configure booking policies	X		
4.	Create/Delete/Modify/Troubleshoot/Escalate Exchange Online protection requests such as: • Connection filter • Malware filter • Spam exception filter • Quarantine filter	X		

No.	Task Description	Service Provider	Client	Clarifications
	• Message size restrictions • Message delivery restrictions • Tenant Allow/Block lists • Quarantine • Anti-Spam/Malware/Phishing (Threat Policies)			
5.	Create/Delete/Modify/Troubleshoot/Escalate hold, retention, and recovery settings for mailboxes using built-in Exchange features such as: • Litigation hold • eDiscovery hold • In-Place hold	X		

5.3.5. MICROSOFT 365 ONEDRIVE AND SHAREPOINT SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Tenant-Level Configuration • Configure tenant-level sharing, notifications, storage limits, and standard policies • Apply changes to tenant-level SharePoint and OneDrive settings impacting existing sites/users.	X(*)	X(**)	(*) Operational adjustments only. Excludes governance program design. (**) Client defines governance, retention, and compliance policies. Client approves policy changes before implementation.
2.	User-Level Tasks • Add/remove users or groups; update membership; sync permissions. • Troubleshoot access and sharing issues (internal/external). • Manage OneDrive issues: sync failures, client errors, sign-in issues, Known Folder Move troubleshooting.	X	X(*)	(*) Client provides correct access decisions and requirements.
3.	Content-Level Tasks • Create SharePoint Site, Team, or Teams Channel using existing approved template or approved provisioning processes. • Update existing SharePoint pages, navigation links, and web parts. • Modify existing SharePoint lists/libraries: columns, views, metadata, versioning. • Correct broken links, references, or file paths in existing structures. • Restore deleted OneDrive or SharePoint files/folders; restore document versions. • Manage OneDrive folder sharing, link settings, and access corrections.	X(*)	X(**)	(*) Intention is to provide incremental adjustments only. (**) Client provides approved content and validates accuracy after publication.
4.	Manage Teams - SharePoint integration (Files tab, folder structure, membership sync)	X		
5.	Project, development, or program management work such as: • Creation of new templates or customized site designs. • Custom creation of any asset. • Content Creation. • Branding and design. • Migrations of any kind. • Custom forms/apps (Power Apps). • Automation (Power Automate). • Restructuring architecture, data, or security. • Custom development such as SPFx, webparts, scripts, APIs, or third-party integrations.	(*)	X	(*) Service Provider may offer separately billable services or project engagements to offer these capabilities.

5.3.6. MICROSOT 365 TEAMS SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Manage Teams settings requests such as: • Create/Delete Team • Add/Remove team owner • Add/Remove team member • Create/Modify/Delete Teams policy • Create/Modify/Delete Team templates • Configure message Settings • Configure meeting Settings	X		Service Provider performs Teams Admin in general but not per Team. The actual Teams and their Channels are managed by the Client Team Owners.
2.	Manage Teams access settings such as: • Configure user settings • Configure guest access • Configure external access • Configure rooms	X		
3.	Manage Microsoft Teams Telephony such as voice routing infrastructure, E911, call quality, and quality of service configurations.		X	Service Provider may offer additional services for the management of Microsoft Teams Telephony and Calling.

5.3.7. MICROSOFT 365 HEALTH REVIEWS SERVICE

No.	Task Description	Service Provider	Client	Clarifications
1.	Complete monthly reviews, generate recommendations, and present during a monthly service check-in meeting: • Microsoft Purview Compliance score • Microsoft Secure score • Microsoft 365 Environment Service Health • OneDrive/SharePoint health and storage • License usage	X		
2.	Complete a weekly review of the Service Health portal and communicate any relevant findings.	X		

5.4. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any service request that is not explicitly designated as Service Provider's responsibility in the *General Responsibilities Matrix*, a task not included in the service offering level assigned to the Resource or not enumerated in the *Standard Service Requests* table above.	X		
2.	Perform any task that is explicitly designated as Client's responsibility in the *General Responsibilities Matrix*.	X		
3.	Design, architect, engineer, develop, integrate or implement new functionality into the Environment.	X		
4.	Train end-users in Microsoft applications and services.	X		
5.	Provide end user service desk functions.	X		
6.	Perform Microsoft project-based activities such as mergers/acquisitions, deployment of new services, tenant migration, directory synchronization.	X		e.g.: Power Automate, Power Apps development and ongoing support

No.	Task Description	Service Provider	Client	Clarifications
7.	Provide access to billable support or project activities from Microsoft.	X		
8.	Migrate new workloads into the Environment (e.g., Email or File).	X		
9.	Migrate data or functionality from one M365 service to another (e.g., OneDrive to Teams).	X		

MMW-1: CLIENT-SPECIFIC DETAILS

a) The below client M365 tenant IDs will correlate to one or more-line items in the *Pricing Summary*.

No.	Tenant ID	Domains
1.	• <ID1>	• <Domain 1> • <Domain 2>
2.	• <ID2>	• <Domain 1> • <Domain 2>

b) Active Directory services within the below domains will correlate to one or more-line items in the *Pricing Summary*.

No.	Domain Name
1.	• <Domain 1>
2.	• <Domain 2>

c) Service Provider will utilize Nerdio Manager which requires access to the Microsoft 365 tenant and on-premises Active Directory domains. If Client does not permit access to Nerdio Manager some features of the service may not be available or price adjustments on the *Pricing Summary* may be required.

Exhibit 6:

MIS - APPS & TOOLS
SERVICE DESCRIPTION
REV 2025-08-30

1. SERVICE OVERVIEW

a) The MIS "Apps & Tools" service shall remotely manage IT Assets that are technical applications and tools such as IIS, DC, DNS, DHCP, File and Print Server, as documented in the *Pricing Summary* of the SOW.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.		X	For Client's IT Assets, Client shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. All IT Assets in the SOW are assumed to be Client's IT Assets, unless documented in the SOW. Excluded: Service Provider procured, owned, and maintained IT Assets, unless documented in the SOW. Excluded: Underlying IT infrastructure for running the IT Assets are not in scope of the Service, unless documented in the SOW.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network and IT Assets to perform the tasks required to deliver the Service.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for an IT Asset to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client.

				Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.
5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for an IT Asset in a Client location.
6.	Information Security Management.	X (**)	X (*)	(*) Client's *Information Security Management Policy & Procedures* are maintained by Client and apply to all Client's IT Assets to which the Service is delivered. (**) Service Provider's *Information Security Management Policy & Procedures* are maintained by Service Provider and apply to all Service Provider IT Assets used to deliver the Service. Excluded: Customize *Service Provider's Information Security Management Policy & Procedures*, unless documented in the SOW.
7.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting on the IT Assets according to *Service Provider's Operational Monitoring Policies & Procedures*. Excluded: Customize *Service Provider's Operational Monitoring Policies & Procedures,* unless documented in the SOW.
8.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents on an IT Asset. Escalate to vendor support ("Level 3 Support") for an IT Asset, if needed. (*) For a Client's IT Asset, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of an IT Asset incident. Excluded: Client-specific operational reports on a regular basis, unless documented in the SOW.
10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for an IT Asset are included in the Service at no additional fee. See *Additional Responsibilities Matrices* section below for enumerated standard service requests and any exclusion thereof, as

				a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task *Change Management* below.
11.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *Managed Services ITSM Foundation Service Description.* (**) Service Provider is responsible for technical change execution of Client-approved changes to an IT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client. Excluded: Expand or replace IT Asset to improve availability, performance, or capacity.
13.	Patch Management.	X	X (*)	Service Provider performs patching according to the patch frequency of *Service Provider's Operational Patch Management Policy & Procedures*, unless documented in the SOW. Client and Service Provider shall perform patch approval and execution according to the task above*, Change Management.* (*) Client shall grant access to Service Provider to use Client's centralized patch management solution if the IT Asset is or can be patched using such a solution. If no such solution exists, the IT Asset may then be patched manually by Service Provider. Use of Client's centralized patch management solution is limited to in-scope IT Assets. Ad-hoc patching outside the defined patch frequency is included in the Service if an IT Asset is evaluated to be an "Urgent Critical" target for a cyberattack (e.g., an Internet-facing IT Asset), whereby the patch would eliminate the vulnerability; or the patch will fix a bug that is severely impacting the availability or normal operation of a critical IT Asset. The patch must have been released from the vendor before it can be deployed. Excluded: Customize Service Provider's *Operational Patch Management Policy & Procedures*, unless documented in the SOW. Excluded: Apply an ad-hoc patch to an IT Asset outside the defined standard patch frequency and not designated as an "Urgent Critical" patch, unless documented in the SOW.

				Excluded: Apply upgrades to an IT Asset, unless documented in the SOW.
14.	Continuity (Backup & Restore) Management.		X	Client shall ensure that IT Assets have backups in case an IT Asset must be restored to resolve an incident, unless this task is provided by Service Provider, as documented in an SOW.
15.	Continuity (HA/DR Test) Management.	X (**)	X (*)	(**) Only when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are also in scope of the Service, then Service Provider is responsible as follows. Up to one (1) Client-requested HA/DR test per calendar year is included in the Service. Service Provider performs its technical tasks according to *Client's HA/DR Test Plan Procedure.* (*) Client is responsible for creating and maintaining the *HA/DR Test Plan Procedure*, with Service Provider providing feedback on its tasks as requested by Client. (*) Client is responsible for preparing before and testing after a HA/DR test of any applications that may reside on or use the HA/DR IT Assets. Excluded: when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are not in scope of the Service. Excluded: Perform more than 1 HA/DR Test per calendar year or effort related to an actual HA/DR event, unless documented in the SOW.
16.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the *Change Order Request Procedure* in the SOW. All exclusions listed for tasks in this *General Responsibilities Matrix* are considered billable service requests. See *Additional Responsibilities Matrices* section below for enumerated billable service requests.

2.3. ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1. STANDARD SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Start/Shutdown/Restart an IT Asset.	X		
2.	Configure an IT Asset.	X		

2.3.2. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any task that is explicitly stated as a responsibility of Client or not explicitly stated as a task of Service Provider.	X		
2.	Perform an “Excluded” activity listed for a task.	X		
3.	Deliver a new service not in scope of this Service.	X		
4.	Deploy or build a new IT Asset (i.e., an increase in contractual quantity of the Service).	X		
5.	Deprovision an IT Asset (i.e., a decrease in the contractual quantity of the Service).	X		
6.	Replace an IT Asset with a new IT Asset.	X		
7.	Perform corrective actions or restoration efforts (e.g. from data restore) of an IT Asset where the root cause is not attributable Service Provider’s action.	X		
8.	Perform design, engineering, and consulting work in relation to an existing or new Client IT Asset or Client’s overall IT environment.	X		
9.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on an IT Asset.	X		

Exhibit 7:

MIS - STORAGE
SERVICE DESCRIPTION
REV 2025-08-30

1. SERVICE OVERVIEW

a) The MIS "Storage" services shall remotely manage IT Assets such as DAS, NAS, SAN, magnetic tape, and/or optical data storage, as documented in the *Pricing Summary* of the SOW.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.		X	For Client's IT Assets, Client shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. All IT Assets in the SOW are assumed to be Client's IT Assets, unless documented in the SOW. Excluded: Service Provider procured, owned, and maintained IT Assets, unless documented in the SOW. Excluded: Underlying IT infrastructure for running the IT Assets are not in scope of the Service, unless documented in the SOW.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network and IT Assets to perform the tasks required to deliver the Service.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for an IT Asset to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client. Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.

5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for an IT Asset in a Client location.
6.	Information Security Management.	X (**)	X (*)	(*) Client's Information Security Management Policy & Procedures are maintained by Client and apply to all Client's IT Assets to which the Service is delivered. (**) Service Provider's Information Security Management Policy & Procedures are maintained by Service Provider and apply to all Service Provider IT Assets used to deliver the Service. Excluded: Customize Service Provider's Information Security Management Policy & Procedures, unless documented in the SOW.
7.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting on the IT Assets according to Service Provider's Operational Monitoring Policies & Procedures. Excluded: Customize Service Provider's Operational Monitoring Policies & Procedures, unless documented in the SOW.
8.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents on an IT Asset. Escalate to vendor support ("Level 3 Support") for an IT Asset, if needed. (*) For a Client's IT Asset, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of an IT Asset incident. Excluded: Client-specific operational reports on a regular basis, unless documented in the SOW.
10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for an IT Asset are included in the Service at no additional fee. See *Additional Responsibilities Matrices* section below for enumerated standard service requests and any exclusion thereof, as a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task *Change Management* below.
11.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *Managed Services ITSM Foundation* Service *Description.* (**) Service Provider is responsible for technical change execution of Client-approved changes to an IT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client.

				Excluded: Expand or replace IT Asset to improve availability, performance, or capacity.
13.	Patch Management.	X	X (*)	Service Provider performs patching according to the patch frequency of *Service Provider's Operational Patch Management Policy & Procedures*, unless documented in the SOW. Client and Service Provider shall perform patch approval and execution according to the task above*, Change Management.* (*) Client shall grant access to Service Provider to use Client's centralized patch management solution if the IT Asset is or can be patched using such a solution. If no such solution exists, the IT Asset may then be patched manually by Service Provider. Use of Client's centralized patch management solution is limited to in-scope IT Assets. Ad-hoc patching outside the defined patch frequency is included in the Service if an IT Asset is evaluated to be an "Urgent Critical" target for a cyberattack (e.g., an Internet-facing IT Asset), whereby the patch would eliminate the vulnerability; or the patch will fix a bug that is severely impacting the availability or normal operation of a critical IT Asset. The patch must have been released from the vendor before it can be deployed. Excluded: Customize Service Provider's *Operational Patch Management Policy & Procedures*, unless documented in the SOW. Excluded: Apply an ad-hoc patch to an IT Asset outside the defined standard patch frequency and not designated as an "Urgent Critical" patch, unless documented in the SOW. Excluded: Apply upgrades to an IT Asset, unless documented in the SOW.
14.	Continuity (Backup & Restore) Management.		X	Client shall ensure that IT Assets have backups in case an IT Asset must be restored to resolve an incident, unless this task is provided by Service Provider, as documented in an SOW.
15.	Continuity (HA/DR Test) Management.	X (**)	X (*)	(**) Only when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are also in scope of the Service, then Service Provider is responsible as follows. Up to one (1) Client-requested HA/DR test per calendar year is included in the Service. Service Provider performs its technical tasks according to Client's HA/DR Test Plan Procedure. (*) Client is responsible for creating and maintaining the HA/DR Test Plan Procedure, with Service Provider providing feedback on its tasks as requested by Client. (*) Client is responsible for preparing before and testing after a HA/DR test of any applications that may reside on or use the HA/DR IT Assets. Excluded: when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are not in scope of the Service. Excluded: Perform more than 1 HA/DR Test per calendar year or effort related to an actual HA/DR event, unless documented in the SOW.

16.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the Change Order Request Procedure in the SOW. All exclusions listed for tasks in this General Responsibilities Matrix are considered billable service requests. See Additional Responsibilities Matrices section below for enumerated billable service requests.

2.3. ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1. STANDARD SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Start/Shutdown/Restart an IT Asset.	X		
2.	Configure an IT Asset.	X		

2.3.2. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any task that is explicitly stated as a responsibility of Client or not explicitly stated as a task of Service Provider.	X		
2.	Perform an “Excluded” activity listed for a task.	X		
3.	Deliver a new service not in scope of this Service.	X		
4.	Deploy or build a new IT Asset (i.e., an increase in contractual quantity of the Service).	X		
5.	Deprovision an IT Asset (i.e., a decrease in the contractual quantity of the Service).	X		
6.	Replace an IT Asset with a new IT Asset.	X		
7.	Perform corrective actions or restoration efforts (e.g. from data restore) of an IT Asset where the root cause is not attributable Service Provider’s action.	X		
8.	Perform design, engineering, and consulting work in relation to an existing or new Client IT Asset or Client’s overall IT environment.	X		
9.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on an IT Asset.	X		

Exhibit 8:

MIS - PHYSICAL COMPUTE
SERVICE DESCRIPTION
REV 2025-08-30

1. SERVICE OVERVIEW

a) The MIS "Physical Compute" services shall remotely manage physical compute server hardware running bare metal operating systems or hypervisors IT Assets, as documented in the *Pricing Summary* of the SOW.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.		X	For Client's IT Assets, Client shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. All IT Assets in the SOW are assumed to be Client's IT Assets, unless documented in the SOW. Excluded: Service Provider procured, owned, and maintained IT Assets, unless documented in the SOW. Excluded: Underlying IT infrastructure for running the IT Assets are not in scope of the Service, unless documented in the SOW.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network and IT Assets to perform the tasks required to deliver the Service.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for an IT Asset to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client.

				Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.
5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for an IT Asset in a Client location.
6.	Information Security Management.	X (**)	X (*)	(*) Client's Information Security Management Policy & Procedures are maintained by Client and apply to all Client's IT Assets to which the Service is delivered. (**) Service Provider's Information Security Management Policy & Procedures are maintained by Service Provider and apply to all Service Provider IT Assets used to deliver the Service. Excluded: Customize Service Provider's Information Security Management Policy & Procedures, unless documented in the SOW.
7.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting on the IT Assets according to Service Provider's Operational Monitoring Policies & Procedures. Excluded: Customize Service Provider's Operational Monitoring Policies & Procedures, unless documented in the SOW.
8.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents on an IT Asset. Escalate to vendor support ("Level 3 Support") for an IT Asset, if needed. (*) For a Client's IT Asset, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of an IT Asset incident. Excluded: Client-specific operational reports on a regular basis, unless documented in the SOW.
10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for an IT Asset are included in the Service at no additional fee. See Additional Responsibilities Matrices section below for enumerated standard service requests and any exclusion thereof, as a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task Change Management below.
11.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section Change Management in the Managed Services ITSM Foundation Service Description. (**) Service Provider is responsible for technical change execution of Client-approved changes to an IT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client.

				Excluded: Expand or replace IT Asset to improve availability, performance, or capacity.
13.	Patch Management.	X	X (*)	Service Provider performs patching according to the patch frequency of Service Provider's Operational Patch Management Policy & Procedures, unless documented in the SOW. Client and Service Provider shall perform patch approval and execution according to the task above, Change Management. (*) Client shall grant access to Service Provider to use Client's centralized patch management solution if the IT Asset is or can be patched using such a solution. If no such solution exists, the IT Asset may then be patched manually by Service Provider. Use of Client's centralized patch management solution is limited to in-scope IT Assets. Ad-hoc patching outside the defined patch frequency is included in the Service if an IT Asset is evaluated to be an "Urgent Critical" target for a cyberattack (e.g., an Internet-facing IT Asset), whereby the patch would eliminate the vulnerability; or the patch will fix a bug that is severely impacting the availability or normal operation of a critical IT Asset. The patch must have been released from the vendor before it can be deployed. Excluded: Customize Service Provider's Operational Patch Management Policy & Procedures, unless documented in the SOW. Excluded: Apply an ad-hoc patch to an IT Asset outside the defined standard patch frequency and not designated as an "Urgent Critical" patch, unless documented in the SOW. Excluded: Apply upgrades to an IT Asset, unless documented in the SOW.
14.	Continuity (Backup & Restore) Management.		X	Client shall ensure that IT Assets have backups in case an IT Asset must be restored to resolve an incident, unless this task is provided by Service Provider, as documented in an SOW.
15.	Continuity (HA/DR Test) Management.	X (**)	X (*)	(**) Only when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are also in scope of the Service, then Service Provider is responsible as follows. Up to one (1) Client-requested HA/DR test per calendar year is included in the Service. Service Provider performs its technical tasks according to Client's HA/DR Test Plan Procedure. (*) Client is responsible for creating and maintaining the HA/DR Test Plan Procedure, with Service Provider providing feedback on its tasks as requested by Client. (*) Client is responsible for preparing before and testing after a HA/DR test of any applications that may reside on or use the HA/DR IT Assets. Excluded: when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are not in scope of the Service. Excluded: Perform more than 1 HA/DR Test per calendar year or effort related to an actual HA/DR event, unless documented in the SOW.
16.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the Change Order Request Procedure in the SOW. All exclusions listed for tasks in this General Responsibilities Matrix are considered billable service requests. See Additional Responsibilities Matrices section below for enumerated billable service requests.

2.3. ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1. STANDARD SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Start/Shutdown/Restart an IT Asset.	X		
2.	Configure an IT Asset.	X		

2.3.2. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any task that is explicitly stated as a responsibility of Client or not explicitly stated as a task of Service Provider.	X		
2.	Perform an "Excluded" activity listed for a task.	X		
3.	Deliver a new service not in scope of this Service.	X		
4.	Deploy or build a new IT Asset (i.e., an increase in contractual quantity of the Service).	X		
5.	Deprovision an IT Asset (i.e., a decrease in the contractual quantity of the Service).	X		
6.	Replace an IT Asset with a new IT Asset.	X		
7.	Perform corrective actions or restoration efforts (e.g. from data restore) of an IT Asset where the root cause is not attributable Service Provider's action.	X		
8.	Perform design, engineering, and consulting work in relation to an existing or new Client IT Asset or Client's overall IT environment.	X		
9.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on an IT Asset.	X		

Exhibit 9:

MIS - VIRTUAL COMPUTE
SERVICE DESCRIPTION

REV 2025-08-30

1. SERVICE OVERVIEW

a) The MIS "Virtual Compute" services remotely manage virtualization IT Assets such as virtualization technologies and virtual machines running on Type 1 hypervisors like VMware ESXi or Microsoft Hyper-V, as documented in the *Pricing Summary* of the SOW.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.		X	For Client's IT Assets, Client shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. All IT Assets in the SOW are assumed to be Client's IT Assets, unless documented in the SOW. Excluded: Service Provider procured, owned, and maintained IT Assets, unless documented in the SOW. Excluded: Underlying IT infrastructure for running the IT Assets are not in scope of the Service, unless documented in the SOW.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network and IT Assets to perform the tasks required to deliver the Service.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for an IT Asset to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client. Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.
5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for an IT Asset in a Client location.
6.	Information Security Management.	X (**)	X (*)	(*) Client's *Information Security Management Policy & Procedures* are maintained by Client and apply to all Client's IT Assets to which the Service is delivered. (**) Service Provider's *Information Security Management Policy & Procedures* are maintained by Service Provider and apply to all Service Provider IT Assets used to deliver the Service.

				Excluded: Customize *Service Provider's Information Security Management Policy & Procedures*, unless documented in the SOW.
7.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting on the IT Assets according to *Service Provider's* Operational *Monitoring Policies & Procedures*. Excluded: Customize *Service Provider's Operational Monitoring Policies & Procedures,* unless documented in the SOW.
8.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents on an IT Asset. Escalate to vendor support ("Level 3 Support") for an IT Asset, if needed. (*) For a Client's IT Asset, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of an IT Asset incident. Excluded: Client-specific operational reports on a regular basis, unless documented in the SOW.
10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for an IT Asset are included in the Service at no additional fee. See Additional Responsibilities Matrices section below for enumerated standard service requests and any exclusion thereof, as a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task Change Management below.
11.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *Managed* Services *ITSM Foundation Service Description.* (**) Service Provider is responsible for technical change execution of Client-approved changes to an IT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client. Excluded: Expand or replace IT Asset to improve availability, performance, or capacity.
13.	Patch Management.	X	X (*)	Service Provider performs patching according to the patch frequency of Service Provider's Operational Patch Management Policy & Procedures, unless documented in the SOW. Client and Service Provider shall perform patch approval and execution according to the task above, Change Management. (*) Client shall grant access to Service Provider to use Client's centralized patch management solution if the IT Asset is or can be

				patched using such a solution. If no such solution exists, the IT Asset may then be patched manually by Service Provider. Use of Client's centralized patch management solution is limited to in-scope IT Assets. Ad-hoc patching outside the defined patch frequency is included in the Service if an IT Asset is evaluated to be an "Urgent Critical" target for a cyberattack (e.g., an Internet-facing IT Asset), whereby the patch would eliminate the vulnerability; or the patch will fix a bug that is severely impacting the availability or normal operation of a critical IT Asset. The patch must have been released from the vendor before it can be deployed. Excluded: Customize Service Provider's Operational Patch Management Policy & Procedures, unless documented in the SOW. Excluded: Apply an ad-hoc patch to an IT Asset outside the defined standard patch frequency and not designated as an "Urgent Critical" patch, unless documented in the SOW. Excluded: Apply upgrades to an IT Asset, unless documented in the SOW.
14.	Continuity (Backup & Restore) Management.		X	Client shall ensure that IT Assets have backups in case an IT Asset must be restored to resolve an incident, unless this task is provided by Service Provider, as documented in an SOW.
15.	Continuity (HA/DR Test) Management.	X (**)	X (*)	(**) Only when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are also in scope of the Service, then Service Provider is responsible as follows. Up to one (1) Client-requested HA/DR test per calendar year is included in the Service. Service Provider performs its technical tasks according to Client's HA/DR Test Plan Procedure. (*) Client is responsible for creating and maintaining the HA/DR Test Plan Procedure, with Service Provider providing feedback on its tasks as requested by Client. (*) Client is responsible for preparing before and testing after a HA/DR test of any applications that may reside on or use the HA/DR IT Assets. Excluded: when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are not in scope of the Service. Excluded: Perform more than 1 HA/DR Test per calendar year or effort related to an actual HA/DR event, unless documented in the SOW.
16.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the *Change Order Request Procedure* in the SOW. All exclusions listed for tasks in this *General Responsibilities Matrix* are considered billable service requests. See *Additional Responsibilities Matrices* section below for enumerated billable service requests.

2.3. ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1. STANDARD SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Start/Shutdown/Restart an IT Asset.	X		
2.	Configure an IT Asset.	X		

2.3.2. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any task that is explicitly stated as a responsibility of Client or not explicitly stated as a task of Service Provider.	X		
2.	Perform an “Excluded” activity listed for a task.	X		
3.	Deliver a new service not in scope of this Service.	X		
4.	Deploy or build a new IT Asset (i.e., an increase in contractual quantity of the Service).	X		
5.	Deprovision an IT Asset (i.e., a decrease in the contractual quantity of the Service).	X		
6.	Replace an IT Asset with a new IT Asset.	X		
7.	Perform corrective actions or restoration efforts (e.g. from data restore) of an IT Asset where the root cause is not attributable Service Provider’s action.	X		
8.	Perform design, engineering, and consulting work in relation to an existing or new Client IT Asset or Client’s overall IT environment.	X		
9.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on an IT Asset.	X		

Exhibit 10:

MIS - PUBLIC CLOUD FOUNDATION (MICROSOFT AZURE) SERVICE DESCRIPTION

REV 2025-09-26

1. SERVICE OVERVIEW

a) Public Cloud Foundation Services for Azure (the "Service") is part of Service Provider's Managed Infrastructure Services ("MIS") service line. The Service provides ongoing administration, support, monitoring, and governance of all Azure provisioned resources ("Resource(s)") in-scope of the "Client Azure Subscriptions" per "Client Azure Environment" and within scope of the "Supported Azure Resource Types", as detailed in Addendum PCF-1: *Client-specific Details*.

b) Resources that are not in scope of the Client Azure Subscriptions or the Supported Azure Resource Types are out-of-scope of the Service.

c) Each Client Azure Environment shall have a line item in the *Pricing Summary*, where the "Client Azure Environment Size" shall be designated as "Small", "Medium", "Large", or "Custom". Client Azure Environment Size is based on the calculated monthly effort to support the quantities and types of Azure Resources in the Client Azure Environment.

d) On a quarterly basis, the Client Azure Environment Size is recalculated based on then-current quantities and types of Resources. If the recalculated Client Azure Environment Size is fifteen (15) % below or above the currently assigned Client Azure Environment Size, Service Provider shall discuss with Client the option to either reduce the quantities to remain within the current Client Azure Environment Size designation and pricing or move the Client Azure Environment to the appropriate Client Azure Environment Size designation and pricing. Small is the lowest Client Azure Environment Size designation allowed.

e) The Service comes bundled with the managed services in the *ITSM Foundation Services Description*, which details standardized support communication channels, ticket management ("ITSM Tool"), service levels, as well as the governance, incident, change, problem, and escalation ITSM processes in support of the Service. Security Tickets will be securely visible to Client online, including status and updates, via Service Provider's ITSM Tool. See the *ITSM Foundation Services Description* for further details.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	Resource Procurement, Ownership, and Vendor Support Management.	X	X (*)	(*) For Client's Resources, Client shall procure and maintain a vendor support contract for the Resources during the term of the Service and replace Resources prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. Service Provider may offer other services which provide procurement activities.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network, Microsoft Azure tenant, and Resources to perform the tasks required to deliver the Service.

				Service Provider may be unable to execute some or all Service functions if appropriate access is not granted.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for a Resource to fulfill a Client audit request.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client.
5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for a Resource in a Client location.
6.	Information Security Management.	X	X (*)	Service Provider's *Information Security Management Policy & Procedures* are maintained by Service Provider and apply to all Service Provider Resources used to deliver the Service. (*) Client's *Information Security Management Policy & Procedures* are maintained by Client and apply to all Client's Resources to which the Service is delivered.
7.	Event (Monitoring & Alert) Management.	X	X (*)	Monitoring & alerting on the Resources according to *Service Provider's Operational Monitoring Policies & Procedures*. Service Provider will provide and administer the monitoring solution/s. (*) Client shall coordinate with Service Provider whenever they perform a Resource maintenance activity so that monitoring alerts can be turned off during the maintenance period.
8.	Incident, Escalation & Problem Management.	X	X (*)	Troubleshoot and resolve incidents on a Resource. Escalate to vendor support ("Level 3 Support") for a Resource, if needed. (*) For a Client's Resource, Client shall provide and maintain vendor support contracts and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for a Resource incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action. Failure by Client to promptly implement a corrective action that would either solve a critical security issue or the repetition of an incident may incur additional cost or reduce service levels.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of a Resource incident.
10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for a Resource are included in the Service at no additional fee. See *Additional Responsibilities Matrices* section below for enumerated standard service requests and any limitations thereof. Service Provider and Client perform standard service request tasks according to the task *Change Management* below.
11.	Change Management.	X	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *ITSM Foundation Services Description.* Service Provider is responsible for technical change execution of Client-approved changes to a Resource. (*) Client is responsible for a Resource change approval, sending notifications to end users impacted by the change, and preparing

				before and testing after a change of any applications that may reside on or use the *Resource* that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client.
13.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the *Change Order Request Procedure* in the applicable SOW. Service Provider may offer additional managed service offerings for purchase that fulfill the Billable Service Request. See *Additional Responsibilities Matrices* section below for enumerated billable service requests.

2.3. AZURE RESPONSIBILITIES MATRICES

2.3.1. ADMINISTRATION

No.	Task Description	Service Provider	Client	Clarifications
3.	Maintain, and improve existing Azure Policies for Resources based on Service Provider identified recommendations or Client initiated Service Requests.	X		For example: Regulatory Compliance, Audit Trail, Logs, and Legal Compliance.
4.	Conduct a monthly review of configurations for existing Resources and conduct remediation activities to resolve identified drift from defined Azure Policies.	X		
5.	Maintain and improve existing Azure Resource Tagging strategy for *Resources*.	X		
6.	Maintain and improve existing Azure Organizational Hierarchy (management groups, subscriptions, and resource groups).	X		
7.	Assign Role-Based Access Control to Resources.	X		
8.	Update configurations for *Resources* in response to changes Microsoft introduces.	X		

2.3.2. AZURE VIRTUAL COMPUTE

No.	Task Description	Service Provider	Client	Clarifications
1.	Deployment, redeployment, or deletion of a virtual machine.	X		Deployment of a Virtual Machine is considered a Resource provisioning request. Further clarifications is provided in section, *AZURE RESOURCE PROVISIONING.*
2.	Start/Stop virtual machine.	X		
3.	Administer virtual compute disk including: • Create / Delete • Attach / Detach • Resize • Create snapshot	X		
4.	Administer virtual compute NIC including: • Create / Delete • Attach / Detach	X		
5.	Change virtual machine compute size (series).	X		

No.	Task Description	Service Provider	Client	Clarifications
6.	Troubleshoot virtual machine connectivity.	X		
7.	OS Management. For example: • Allocate disk space in OS • Configure NIC in OS • Provide backup services and management • OS Patch management • OS application, access, file, or configuration management		X	Service Provider may offer additional managed services which provide these functions.

2.3.3. AZURE NETWORK MANAGEMENT

No.	Task Description	Service Provider	Client	Clarifications
1.	Administer Azure Virtual Networks including: • Add additional address space • Create subnet • Add/delete/modify peering • Add/delete/modify DNS • Add/delete/modify virtual network gateway • Add/delete/modify local network gateway	X		
2.	Administer Azure Network Security Group including: • Deploy and delete group • Manage associations • Add/delete/modify rules	X		
3.	Deploy/delete DDoS protection plan.	X		
4.	Administer Azure Firewall including: • Add/delete public IP • Add/delete/modify policy • Add/delete/modify Rule Collection and Collection Groups • Add/delete/modify DNAT rule • Add/delete/modify application rule • Enable DNS	X		
5.	Add/delete/modify Bastion.	X		
6.	Add/delete/modify Azure ExpressRoute circuit and administer connections.	X		
7.	Administer Azure Route Table including: • Add/delete/modify route • Manage associations • Enable/disable route propagation	X		
8.	Administer Front Door profile including: • Add/delete Endpoint • Add/delete SSL certificate	X		
9.	Add/delete/modify Azure Traffic Manager.	X		
10.	Administer Azure CDN profile including: • Add/delete endpoint • Setup of custom domain • Add/delete SSL certificate	X		
11.	Administer Azure Application Gateway including: • Add/delete/modify Application Gateway • Configure web application firewall • Add/delete/modify application firewall rule • Manage application firewall associations	X		

No.	Task Description	Service Provider	Client	Clarifications
	• Add/delete/modify IP address • Add/delete/modify backend pool • Add/delete/modify backend setting • Add/delete/modify listener • Add/delete/modify rule • Add/delete SSL certificate • Add/delete/modify health probe			
12.	Administer Azure Load Balancer including: • Add/delete/modify load balancer • Add/delete/modify IP address • Add/delete/modify backend pools • Add/delete/modify health probe • Add/delete/modify NAT rule • Add/delete/modify outbound rule	X		
13.	Add/delete/modify Public IP Address.	X		
14.	Add/delete/modify IP groups.	X		
15.	Add/delete/modify NAT gateway.	X		
16.	Add/delete/modify private DNS zone.	X		
17.	Add/delete/modify application security group.	X		
18.	Third Party Network Management. For example: • Administration and support Palo Alto • Administration and support for Cisco		X	Service Provider may offer additional managed services which provide these functions.

2.3.4. AZURE STORAGE MANAGEMENT

No.	Task Description	Service Provider	Client	Clarifications
1.	Add/delete/modify Azure Storage Account.	X		
2.	Add/delete/modify storage container.	X		
3.	Add/delete/modify file share.	X		
4.	Administer identity-based access.	X		
5.	Configure firewall rules.	X		
6.	Add/delete/modify IP address and range.	X		
7.	Administer custom domain.	X		
8.	Administer shared access signature.	X		
9.	Add/delete/modify lifecycle management rule.	X		

2.3.5. AZURE RESOURCE PROVISIONING

No.	Task Description	Service Provider	Client	Clarifications
1.	Define Resource provisioning templates by collaboratively documenting the identified deployment scenario such as resource configuration tasks and deployment process.	X		Service Provider may limit the scope for a resource provisioning template or limit the Azure resources and services eligible for consideration, based on the complexity requiring additional architecting or design considerations.
2.	Provision Resource into the *Client Azure Environment* using a resource provisioning template.	X		Includes 10 requests monthly, additional provisioning requests available for an additional charge.

No.	Task Description	Service Provider	Client	Clarifications
				All changes to a *Client Azure Environment* should be submitted to Service Provider to maintain proper governance and visibility through Change Management. A request to provision a Resource will be considered a Standard Service Request if a resource provisioning template exists. If no template exists, the request will be considered a Billable Service Request.
3.	Provide a cost and security estimation prior to executing a Resource provisioning template.	X		
4.	Configure and maintain a Resource.	X		Client will be responsible for the configuration and maintenance of any Resource not in-scope of the Service, unless the Resource is under management through another Service Provider offering.
5.	Deprovision and complete pre- and post-configuration for a Resource.	X		Client will be responsible for the deprovisioning and post-configuration of any Resource not in-scope of the Service, unless the Resource is under management through another Service Provider offering.
6.	Inform Service Provider of Client provisioned Azure resources .		X	

2.3.6. AZURE CLIENT ENVIRONMENT REVIEWS

No.	Task Description	Service Provider	Client	Clarifications

1.	Review of health, consumption, and performance data.	X		Results and recommendations will be provided through the regular cadence of meetings with the Client Success Manager. Schedule of proactive reviews:
				• **Monthly**
				  • Defender for Cloud Security Recommendations
				  • Azure Policy Compliance
				• **Quarterly**
				  • Azure Advisor
				  • Cost Savings
				  • Reliability
				  • Operational Excellence
				  • Performance
				  • Azure Cost Management
				  • Accumulated Cost Report
				  • Cost Trend Report

2.	Provide recommendations to improve performance, reliability, compliance, and cost savings.	X		

2.4. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any service request that is not explicitly designated as Service Provider's responsibility in the *General Responsibilities Matrix*, a task not included in the service offering level assigned to the Resource or not enumerated in the *Standard Service Requests* table above.	X		

No.	Task Description	Service Provider	Client	Clarifications
2.	Perform any task that is explicitly designated as Client's responsibility in the *General Responsibilities Matrix*.	X		
3.	Design and/or deploy new Azure Policies.	X		
4.	Provide user or group, or general Entra ID management.	X		
5.	Manage user accounts, groups, roles, access, and identity.	X		
6.	Deliver a new service not in scope of this Service.	X		
7.	Design, implement, test, support, administer, or operate disaster recovery solutions, including Azure Site Recovery.	X		
8.	Design, implement, test, support, administer, or operate backup solutions, including Azure Backup.	X		
9.	Design or build a new Resource.	X		
10.	Replace a Resource with a new Resource.	X		
11.	Perform mitigation or restoration work of a Resource where the root cause is attributable to a Client's actions performed on the affected Resource.	X		
12.	Perform design, engineering, and consulting work in relation to an existing or new Client Resource or Client's overall IT environment.	X		
13.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on a Resource.	X		
14.	Create additional documentation beyond Service Provider operational runbook for a Resource.	X		
15.	Modify *Service Provider's Information Security Management Policy & Procedures* to align with Client's Policy & Procedures.	X		
16.	Modify *Service Provider's Operational Monitoring Policies & Procedures* to align with Client's Policy & Procedures.	X		
17.	Manage Client's patch management solution for the Resources.	X		
18.	Modify Service Provider's *Operational Patch Management Policy* to align with Client's Policy & Procedures.	X		
19.	Apply a patch to a Resource outside the defined standard patch frequency, unless designated as "Urgent Critical".	X		
20.	Upgrade a Resource.	X		A patch is typically a smaller change to software functionality (e.g., release 2.3 to 2.4) and occur more frequently than upgrades. An upgrade is typically a larger change to software functionality (e.g. 2.4 to 3.1) and occurs less frequently than patches.
21.	Manage Client's backup management solution for the Resources.	X		
22.	Perform ad-hoc backups of a Resource's data outside defined standard backup frequency.	X		

No.	Task Description	Service Provider	Client	Clarifications
23.	Perform ad-hoc restores of a Resource's data not related to an incident.	X		
24.	Perform more than one (1) HA/DR test within the same calendar year.	X		

PCF-1: CLIENT-SPECIFIC DETAILS

1. CLIENT AZURE SUBSCRIPTIONS

a) The below client Azure environment IDs will correlate to one or more line items in the *Pricing Summary*.

b) Service Provider will utilize Nerdio Manager which requires access to the Microsoft Azure tenant. If Client does not permit access to Nerdio Manager some features of the service may not be available or price adjustments on the *Pricing Summary* may be required.

Client Azure Environment ID	Client Subscription Name	Client Subscription ID

2. SUPPORTED AZURE RESOURCE TYPES

1.	Azure Application Gateway
2.	Azure Application Security Group
3.	Azure Blob Storage
4.	Azure Content Delivery Network
5.	Azure Disk Storage
6.	Azure DNS
7.	Azure ExpressRoute
8.	Azure Firewall
9.	Azure Key Vault
10.	Azure Load Balancer
11.	Azure Local Network Gateway
12.	Azure Log Analytics
13.	Azure Managed Identity
14.	Azure Monitor
15.	Azure Network Security Group
16.	Azure Network Watcher
17.	Azure Private Endpoint
18.	Azure Route Table
19.	Azure Security Center
20.	Azure Virtual Machine (OS excluded)
21.	Azure Virtual Machine Scale Sets
22.	Azure Traffic Manager
23.	Azure Virtual Network
24.	Azure Virtual Network Gateway
25.	Azure VPN Gateway
26.	Azure Web Application Firewall
27.	Microsoft Defender for Cloud
28.	Azure Bastion
29.	Azure Update Manager
30.	Azure Policy
31.	Azure Monitor
32.	Activity Log
33.	Azure Resource Manager
34.	Azure Management Groups
35.	Azure RBAC
36.	Azure Resource Health
37.	Azure Advisor
38.	Azure Well-Architected Review
39.	Azure Automation
40.	Azure Lighthouse

Exhibit 11:

MIS - OPERATING SYSTEM (PER OS TYPE) SERVICE DESCRIPTION

REV 2025-08-30

1. SERVICE OVERVIEW

a) The MIS "Operating System" service shall remotely manage IT Assets such as Windows and Linux operating systems instances running on physical or virtual servers, as documented in the *Pricing Summary* of the SOW.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.		X	For Client's IT Assets, Client shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. All IT Assets in the SOW are assumed to be Client's IT Assets, unless documented in the SOW. Excluded: Service Provider procured, owned, and maintained IT Assets, unless documented in the SOW. Excluded: Underlying IT infrastructure for running the IT Assets are not in scope of the Service, unless documented in the SOW.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network and IT Assets to perform the tasks required to deliver the Service.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for an IT Asset to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client. Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.

5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for an IT Asset in a Client location.
6.	Information Security Management.	X (**)	X (*)	(*) Client's Information Security Management Policy & Procedures are maintained by Client and apply to all Client's IT Assets to which the Service is delivered. (**) Service Provider's Information Security Management Policy & Procedures are maintained by Service Provider and apply to all Service Provider IT Assets used to deliver the Service. Excluded: Customize Service Provider's Information Security Management Policy & Procedures, unless documented in the SOW.
7.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting on the IT Assets according to Service Provider's Operational Monitoring Policies & Procedures. Excluded: Customize Service Provider's Operational Monitoring Policies & Procedures, unless documented in the SOW.
8.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents on an IT Asset. Escalate to vendor support ("Level 3 Support") for an IT Asset, if needed. (*) For a Client's IT Asset, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of an IT Asset incident. Excluded: Client-specific operational reports on a regular basis, unless documented in the SOW.
10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for an IT Asset are included in the Service at no additional fee. See Additional Responsibilities Matrices section below for enumerated standard service requests and any exclusion thereof, as a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task Change Management below.
11.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section Change Management in the Managed Services ITSM Foundation Service Description. (**) Service Provider is responsible for technical change execution of Client-approved changes to an IT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client. Excluded: Expand or replace IT Asset to improve availability, performance, or capacity.

13.	Patch Management.	X	X (*)	Service Provider performs patching according to the patch frequency of Service Provider's Operational Patch Management Policy & Procedures, unless documented in the SOW. Client and Service Provider shall perform patch approval and execution according to the task above, Change Management. (*) Client shall grant access to Service Provider to use Client's centralized patch management solution if the IT Asset is or can be patched using such a solution. If no such solution exists, the IT Asset may then be patched manually by Service Provider. Use of Client's centralized patch management solution is limited to in-scope IT Assets. Ad-hoc patching outside the defined patch frequency is included in the Service if an IT Asset is evaluated to be an "Urgent Critical" target for a cyberattack (e.g., an Internet-facing IT Asset), whereby the patch would eliminate the vulnerability; or the patch will fix a bug that is severely impacting the availability or normal operation of a critical IT Asset. The patch must have been released from the vendor before it can be deployed. Excluded: Customize Service Provider's Operational Patch Management Policy & Procedures, unless documented in the SOW. Excluded: Apply an ad-hoc patch to an IT Asset outside the defined standard patch frequency and not designated as an "Urgent Critical" patch, unless documented in the SOW. Excluded: Apply upgrades to an IT Asset, unless documented in the SOW.
14.	Continuity (Backup & Restore) Management.		X	Client shall ensure that IT Assets have backups in case an IT Asset must be restored to resolve an incident, unless this task is provided by Service Provider, as documented in an SOW.
15.	Continuity (HA/DR Test) Management.	X (**)	X (*)	(**) Only when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are also in scope of the Service, then Service Provider is responsible as follows. Up to one (1) Client-requested HA/DR test per calendar year is included in the Service. Service Provider performs its technical tasks according to Client's HA/DR Test Plan Procedure. (*) Client is responsible for creating and maintaining the HA/DR Test Plan Procedure, with Service Provider providing feedback on its tasks as requested by Client. (*) Client is responsible for preparing before and testing after a HA/DR test of any applications that may reside on or use the HA/DR IT Assets. Excluded: when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are not in scope of the Service. Excluded: Perform more than 1 HA/DR Test per calendar year or effort related to an actual HA/DR event, unless documented in the SOW.
16.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the Change Order Request Procedure in the SOW. All exclusions listed for tasks in this General Responsibilities Matrix are considered billable service requests. See Additional Responsibilities Matrices section below for enumerated billable service requests.

2.3. ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1. STANDARD SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Start/Shutdown/Restart an IT Asset.	X		
2.	Configure an IT Asset: File system and OS-level network changes.	X		Excluded: Microsoft AD, MS IIS, FTP, SharePoint, Exchange, network shares, job scheduling, file transfers, printer management, and SSL/TLS/SSH certificates.

2.3.2. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any task that is explicitly stated as a responsibility of Client or not explicitly stated as a task of Service Provider.	X		
2.	Perform an "Excluded" activity listed for a task.	X		
3.	Deliver a new service not in scope of this Service.	X		
4.	Deploy or build a new IT Asset (i.e., an increase in contractual quantity of the Service).	X		
5.	Deprovision an IT Asset (i.e., a decrease in the contractual quantity of the Service).	X		
6.	Replace an IT Asset with a new IT Asset.	X		
7.	Perform corrective actions or restoration efforts (e.g. from data restore) of an IT Asset where the root cause is not attributable Service Provider's action.	X		
8.	Perform design, engineering, and consulting work in relation to an existing or new Client IT Asset or Client's overall IT environment.	X		
9.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on an IT Asset.	X		

Exhibit 12:

MIS - DATABASE
SERVICE DESCRIPTION
REV 2025-08-30

1. SERVICE OVERVIEW

a) The MIS "Database" service shall remotely manage IT Assets such as MS SQL or Oracle database instances running on physical or virtual servers, as documented in the *Pricing Summary* of the SOW.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.		X	For Client's IT Assets, Client shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. All IT Assets in the SOW are assumed to be Client's IT Assets, unless documented in the SOW. Excluded: Service Provider procured, owned, and maintained IT Assets, unless documented in the SOW. Excluded: Underlying IT infrastructure for running the IT Assets are not in scope of the Service, unless documented in the SOW.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network and IT Assets to perform the tasks required to deliver the Service.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for an IT Asset to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client. Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.
5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for an IT Asset in a Client location.
6.	Information Security Management.	X (**)	X (*)	(*) Client's *Information Security Management Policy & Procedures* are maintained by Client and apply to all Client's IT Assets to which the Service is delivered. (**) Service Provider's *Information Security Management Policy & Procedures* are maintained by Service Provider and apply to all Service Provider IT Assets used to deliver the Service. Excluded: Customize *Service Provider's Information Security Management Policy & Procedures*, unless documented in the SOW.
7.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting on the IT Assets according to *Service Provider's Operational Monitoring Policies & Procedures*. Excluded: Customize *Service Provider's Operational Monitoring Policies & Procedures,* unless documented in the SOW.

8.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents on an IT Asset. Escalate to vendor support ("Level 3 Support") for an IT Asset, if needed. (*) For a Client's IT Asset, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of an IT Asset incident. Excluded: Client-specific operational reports on a regular basis, unless documented in the SOW.
10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for an IT Asset are included in the Service at no additional fee. See *Additional Responsibilities Matrices* section below for enumerated standard service requests and any exclusion thereof, as a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task *Change Management* below.
11.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *Managed Services ITSM Foundation Service Description.* (**) Service Provider is responsible for technical change execution of Client-approved changes to an IT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client. Excluded: Expand or replace IT Asset to improve availability, performance, or capacity.
13.	Patch Management.	X	X (*)	Service Provider performs patching according to the patch frequency of *Service Provider's Operational Patch Management Policy & Procedures*, unless documented in the SOW. Client and Service Provider shall perform patch approval and execution according to the task above*, Change Management.* (*) Client shall grant access to Service Provider to use Client's centralized patch management solution if the IT Asset is or can be patched using such a solution. If no such solution exists, the IT Asset may then be patched manually by Service Provider. Use of Client's centralized patch management solution is limited to in-scope IT Assets. Ad-hoc patching outside the defined patch frequency is included in the Service if an IT Asset is evaluated to be an "Urgent Critical" target for a cyberattack (e.g., an Internet-facing IT Asset), whereby the patch would eliminate the vulnerability; or the patch will fix a bug that is severely impacting the availability or normal operation of

				a critical IT Asset. The patch must have been released from the vendor before it can be deployed. Excluded: Customize Service Provider's *Operational Patch Management Policy & Procedures*, unless documented in the SOW. Excluded: Apply an ad-hoc patch to an IT Asset outside the defined standard patch frequency and not designated as an "Urgent Critical" patch, unless documented in the SOW. Excluded: Apply upgrades to an IT Asset, unless documented in the SOW.
14.	Continuity (Backup & Restore) Management.		X	Client shall ensure that IT Assets have backups in case an IT Asset must be restored to resolve an incident, unless this task is provided by Service Provider, as documented in an SOW.
15.	Continuity (HA/DR Test) Management.	X (**)	X (*)	(**) Only when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are also in scope of the Service, then Service Provider is responsible as follows. Up to one (1) Client-requested HA/DR test per calendar year is included in the Service. Service Provider performs its technical tasks according to *Client's HA/DR Test Plan Procedure.* (*) Client is responsible for creating and maintaining the *HA/DR Test Plan Procedure*, with Service Provider providing feedback on its tasks as requested by Client. (*) Client is responsible for preparing before and testing after a HA/DR test of any applications that may reside on or use the HA/DR IT Assets. Excluded: when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are not in scope of the Service. Excluded: Perform more than 1 HA/DR Test per calendar year or effort related to an actual HA/DR event, unless documented in the SOW.
16.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the *Change Order Request Procedure* in the SOW. All exclusions listed for tasks in this *General Responsibilities Matrix* are considered billable service requests. See *Additional Responsibilities Matrices* section below for enumerated billable service requests.

2.3. ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1. STANDARD SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Start/Shutdown/Restart an IT Asset.	X		
2.	Configure an IT Asset: DB profile parameters DB consistency checks DB processes DB free space DB data files DB tablespaces DB archive logs	X		Excluded: Optimize poorly performing DB queries Excluded: Perform DB and tablespace imports, exports, and reorganizations

No.	Task Description	Service Provider	Client	Clarifications
	DB statistics DB export/import DB logfile roll forwards DB reorganizations DB tablespace reorganizations DB wait requests DB user requests and sessions DB cache hit ratio DB traces on expensive query DB blocked process DB table indexes DB consistency checks			

2.3.2. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any task that is explicitly stated as a responsibility of Client or not explicitly stated as a task of Service Provider.	X		
2.	Perform an “Excluded” activity listed for a task.	X		
3.	Deliver a new service not in scope of this Service.	X		
4.	Deploy or build a new IT Asset (i.e., an increase in contractual quantity of the Service).	X		
5.	Deprovision an IT Asset (i.e., a decrease in the contractual quantity of the Service).	X		
6.	Replace an IT Asset with a new IT Asset.	X		
7.	Perform corrective actions or restoration efforts (e.g. from data restore) of an IT Asset where the root cause is not attributable Service Provider’s action.	X		
8.	Perform design, engineering, and consulting work in relation to an existing or new Client IT Asset or Client’s overall IT environment.	X		
9.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on an IT Asset.	X		

Exhibit 13:

MIS - NETWORKING (PER DEVICE TYPE)
SERVICE DESCRIPTION
REV 2025-08-30

1. SERVICE OVERVIEW

a) The MIS "Networking" services remotely manage networking IT Assets such as switches, routers, and firewalls that provide networking connectivity and security between computer systems, software applications, and end user devices, as documented in the *Pricing Summary* of the SOW.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.		X	For Client's IT Assets, Client shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. All IT Assets in the SOW are assumed to be Client's IT Assets, unless documented in the SOW. Excluded: Service Provider procured, owned, and maintained IT Assets, unless documented in the SOW. Excluded: Underlying IT infrastructure for running the IT Assets are not in scope of the Service, unless documented in the SOW. Example: physical networking cabling and WAN connections.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network and IT Assets to perform the tasks required to deliver the Service.
3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for an IT Asset to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client. Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.
5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for an IT Asset in a Client location.

6.	Information Security Management.	X (**)	X (*)	(*) Client's *Information Security Management Policy & Procedures* are maintained by Client and apply to all Client's IT Assets to which the Service is delivered. (**) Service Provider's *Information Security Management Policy & Procedures* are maintained by Service Provider and apply to all Service Provider IT Assets used to deliver the Service. Excluded: Customize *Service Provider's Information Security Management Policy & Procedures*, unless documented in the SOW.
7.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting on the IT Assets according to *Service Provider's Operational Monitoring Policies & Procedures*. Excluded: Customize *Service Provider's Operational Monitoring Policies & Procedures,* unless documented in the SOW.
8.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents on an IT Asset. Escalate to vendor support ("Level 3 Support") for an IT Asset, if needed. (*) For a Client's IT Asset, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of an IT Asset incident. Excluded: Client-specific operational reports on a regular basis, unless documented in the SOW.
10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for an IT Asset are included in the Service at no additional fee. See *Additional Responsibilities Matrices* section below for enumerated standard service requests and any exclusion thereof, as a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task *Change Management* below.
11.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *Managed Services ITSM Foundation Service Description.* (**) Service Provider is responsible for technical change execution of Client-approved changes to an IT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed with change recommendations to be implemented after approval from Client. Excluded: Expand or replace IT Asset to improve availability, performance, or capacity.
13.	Patch Management.	X	X (*)	Service Provider performs patching according to the patch frequency of *Service Provider's Operational Patch Management Policy & Procedures*, unless documented in the SOW.

				Client and Service Provider shall perform patch approval and execution according to the task above*, Change Management.* (*) Client shall grant access to Service Provider to use Client's centralized patch management solution if the IT Asset is or can be patched using such a solution. If no such solution exists, the IT Asset may then be patched manually by Service Provider. Use of Client's centralized patch management solution is limited to in-scope IT Assets. Ad-hoc patching outside the defined patch frequency is included in the Service if an IT Asset is evaluated to be an "Urgent Critical" target for a cyberattack (e.g., an Internet-facing IT Asset), whereby the patch would eliminate the vulnerability; or the patch will fix a bug that is severely impacting the availability or normal operation of a critical IT Asset. The patch must have been released from the vendor before it can be deployed. Excluded: Customize Service Provider's *Operational Patch Management Policy & Procedures*, unless documented in the SOW. Excluded: Apply an ad-hoc patch to an IT Asset outside the defined standard patch frequency and not designated as an "Urgent Critical" patch*,* unless documented in the SOW. Excluded: Apply upgrades to an IT Asset*,* unless documented in the SOW.
14.	Continuity (Backup & Restore) Management.	X (**)	X	Client shall ensure that IT Assets have backups in case an IT Asset must be restored to resolve an incident, unless this task is provided by Service Provider, as documented in an SOW. (**) Service Provider shall make a backup of network device configuration data prior to executing approved changes for the purposes of rollback planning only. This does not include network device log data.
15.	Continuity (HA/DR Test) Management.	X (**)	X (*)	(**) Only when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are also in scope of the Service, then Service Provider is responsible as follows. Up to one (1) Client-requested HA/DR test per calendar year is included in the Service. Service Provider performs its technical tasks according to *Client's HA/DR Test Plan Procedure.* (*) Client is responsible for creating and maintaining the *HA/DR Test Plan Procedure*, with Service Provider providing feedback on its tasks as requested by Client. (*) Client is responsible for preparing before and testing after a HA/DR test of any applications that may reside on or use the HA/DR IT Assets. Excluded: when an IT Asset is already configured for HA/DR and the additional IT Assets supporting HA/DR are not in scope of the Service. Excluded: Perform more than 1 HA/DR Test per calendar year or effort related to an actual HA/DR event, unless documented in the SOW.
16.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the *Change Order Request Procedure* in the SOW. All exclusions listed for tasks in this *General Responsibilities Matrix* are considered billable service requests. See *Additional Responsibilities Matrices* section below for enumerated billable service requests.

2.3. ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform any task that is explicitly stated as a responsibility of Client or not explicitly stated as a task of Service Provider.	X		
2.	Perform an "Excluded" activity listed for a task.	X		
3.	Deliver a new service not in scope of this Service.	X		
4.	Deploy or build a new IT Asset (i.e., an increase in contractual quantity of the Service).	X		
5.	Deprovision an IT Asset (i.e., a decrease in the contractual quantity of the Service).	X		
6.	Replace an IT Asset with a new IT Asset.	X		
7.	Perform corrective actions or restoration efforts (e.g. from data restore) of an IT Asset where the root cause is not attributable Service Provider's action.	X		
8.	Perform design, engineering, and consulting work in relation to an existing or new Client IT Asset or Client's overall IT environment.	X		
9.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on an IT Asset.	X		

2.3.2. STANDARD SERVICE REQUESTS

2.3.2.1. SWITCH

No.	Task Description	Service Provider	Client	Clarifications
1.	Static Routes.	X		
2.	Dynamic Routing.	X		
3.	DHCP Configuration.	X	X (*)	(*) Client is responsible for enabling communication to its own managed DHCP servers.
4.	VLAN Segmentation.	X		
5.	Spanning-tree Protocol.	X		
6.	MAC Address Identification.	X		
7.	Domain Name System (DNS) Configuration.	X	X (*)	(*) Client is responsible for enabling communication to its own DNS servers.
8.	Network Time Protocol (NTP) Configuration.	X	X (*)	(*) Client is responsible for enabling communication to its own NTP servers.
9.	VLAN Trunk Protocol (VTP) Configuration.	X		
10.	QoS (Quality of Service).	X		
11.	Access Control Lists (ACLs).	X		
12.	Authentication, Authorization, and Accounting (AAA) Configuration.	X	X (*)	(*) Client is responsible for enabling AAA on its owned and managed LDAP/Active Directory server(s).

No.	Task Description	Service Provider	Client	Clarifications
13.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and manage that server.

2.3.2.2. ROUTER

No.	Task Description	Service Provider	Client	Clarifications
1.	Routing Tables.	X		Includes all routing protocols.
2.	DHCP Server Configuration.	X	X (*)	(*) Client is responsible for enabling communication to its own managed DHCP servers.
3.	Site-to-site VPN Tunnels.	X		
4.	Remote Access VPNs.	X		
5.	IP Tunneling.	X		
6.	Domain Name System (DNS) Configuration.	X	X (*)	(*) Client is responsible for enabling communication to its own DNS servers.
7.	Network Time Protocol (NTP) Configuration.	X	X (*)	(*) Client is responsible for enabling communication to its own NTP servers.
8.	Telephony Configuration.	X		Call Routing (Direct Inward Dial), Media Resources, Codecs.
9.	Quality of Service (QoS).	X		
10.	Access Control Lists (ACLs).	X		
11.	Authentication, Authorization, and Accounting (AAA) Configuration.	X	X (*)	(*) Client is responsible for enabling AAA on its owned and managed LDAP/Active Directory server(s).
12.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and manage that server.
13.	Digital Certificate Management.	X	X (*)	Service Provider installs Client-provided certificate and sets up an expiration alert to notify Client. (*) Client is responsible for generating the Certificate Signing Request (CSR), producing self-signed certification, or requesting the certificate from a Certificate Authority (CA) based on that CSR, and providing Service Provider with the certificate for installation. Client is responsible for renewing or revoking the certificate with a CA.

2.3.2.3. TRADITIONAL FIREWALL

a) Traditional Firewall capabilities include stateful packet inspection to perform packet header filtering on network ports, protocols, and IP addresses to deny/allow network traffic (OSI Layers 3 & 4).

No.	Task Description	Service Provider	Client	Clarifications
1.	Routing Tables.	X		
2.	DHCP Server Configuration.	X	X (*)	(*) Client is responsible for enabling communication to its own managed DHCP servers.
3.	Site-to-site VPN Tunnels.	X	X (*)	(*) Client is responsible for providing the VPN peer contact information to enable the communication.

No.	Task Description	Service Provider	Client	Clarifications
4.	Remote Access VPNs.	X		
5.	Network Address Translation (NAT).	X		
6.	Firewall Policy Management.	X		
7.	Firewall Inspection.	X		
8.	Network Time Protocol (NTP) Configuration.	X	X (*)	(*) Client is responsible for enabling communication to its own NTP servers.
9.	QoS (Quality of Service).	X		
10.	Authentication, Authorization, and Accounting (AAA)	X	X (*)	(*) Client is responsible for enabling AAA on its owned and managed LDAP/Active Directory server(s).
11.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and manage that server.
12.	Digital Certificate Management.	X	X (*)	Service Provider installs Client-provided certificate and sets up an expiration alert to notify Client. (*) Client is responsible for generating the Certificate Signing Request (CSR), producing self-signed certification, or requesting the certificate from a Certificate Authority (CA) based on that CSR, and providing Service Provider with the certificate for installation. Client is responsible for renewing or revoking the certificate with a CA.

2.3.2.4. NEXT GENERATION FIREWALL (NGFW) & ADVANCED NETWORKING CAPABILITIES

a) NGFWs expand the capabilities of the Traditional Firewall by using use deep packet inspection to perform OSI layer 5-7 packet content filtering to deny/allow network traffic (up to OSI Layer 7) – especially for websites and applications.
b) The following capabilities must be licensed, activated, and implemented prior to Service Provider delivering the Service.
c) Outbound Website URL Filtering and Inbound Malware Protection capabilities are included by default with the management of each NGFW.
d) The capabilities with "(*)" are only supported by Service Provider if explicitly documented as being supported in the *Pricing Summary* of the SOW.

No.	Task Description	Service Provider	Client	Clarifications
1.	Outbound Website URL Filtering.	X		URL filtering is the capability of comparing all web traffic against URL filters, which are typically contained in a database of sites that users are permitted to access or denied from accessing.
2.	Inbound Malware Protection.	X		Malware Protection is the non-signature-based capability to detect malware, including the use of sandboxing to examine malicious and suspicious files.
3.	Inbound Sandboxing.	X		Sandboxing is a capability providing protection against malicious software by sending suspicious files to an isolated sandbox system. The suspicious files can then run in the sandbox so their behavior can be examined to determine whether they are malicious or not.
4.	SSL Inspection.	X		SSL Inspection is the capability to inspect SSL/TLS traffic entering or leaving a network for malicious content.
5.	DNS Security.	X		DNS Security Extensions or DNSSEC, is the capability of establishing a set of specifications for authenticating DNS requests and responses using digital signatures based on cryptography. DNSSEC ensures that the root name server is permitted to send a response, the information in the response is safe, and that the response was not modified while in transit.

No.	Task Description	Service Provider	Client	Clarifications
6.	Application Control.	X		Application Control is the capability to create granular policies based on users or groups to identify, block or limit usage of applications and widgets. Applications are classified into categories, based on diverse criteria such as application type, security risk level, resource usage, productivity implications.
7.	User Identification.	X		User Identification is the capability to enforce policies within the network to control a user's traffic based on the identity and access management (IAM) policies assigned to users.
8.	Inbound IDS/IPS.	X		Intrusion Detection is the capability of monitoring network traffic and analyzing it for signs of possible intrusions, such as exploit attempts and incidents that may be imminent threats to the network. Intrusion Prevention is the capability of performing intrusion detection and then stopping the detected incidents, typically done by dropping packets or terminating sessions.
9.	Data Loss Prevention (DLP).	X		DLP is the capability to protect Client data by identifying sensitive information and then using deep content analysis to detect and prevent potential data leaks. The content analysis uses methods like keyword matches, regular expressions, and internal functions to recognize content that matches Client's DLP policy.

2.3.2.5. WEB APPLICATION FIREWALL (WAF)

No.	Task Description	Service Provider	Client	Clarifications
1.	Inbound Injection protection	X		Injection flaw occurs when suspicious data is inserted into an application as a command or query. This hostile data can trick the interpreter into executing unintended commands or accessing data without proper authorization.
2.	Inbound Cross-site scripting protection	X		Attackers use webpages or web applications to send malicious code and compromise users' interactions with a vulnerable application. These types of attacks typically occur because of common flaws within a web application and enable a bad actor to take on the user's identity, carry out any actions the user normally performs, and access all their data.
3.	Inbound Web traffic filtering	X		Create rules to filter web traffic based on conditions that include IP addresses, HTTP headers and body, or custom URIs. This gives you an additional layer of protection from web attacks that attempt to exploit vulnerabilities in custom or third-party web applications.
4.	Inbound WAF Bot Control	X		Managed rule group that gives you visibility and control over common and pervasive bot traffic that can consume excess resources, skew metrics, cause downtime, or perform other undesired activities.
5.	Inbound Real-time visibility	X		Provides real-time metrics and captures raw requests that include details about IP addresses, geo locations, URIs, User-Agent and referrers.
6.	Inbound Security misconfigurations	X		Security misconfiguration refers to the failure to properly configure and maintain the security settings of an application, system, or network. It can occur when default configurations are not changed, unnecessary services are not disabled, or security patches are not applied promptly.
7.	Inbound XML External Entities (XXE)	X		Security vulnerability that occurs when an application parses XML input from an untrusted source. It enables an attacker to exploit an

No.	Task Description	Service Provider	Client	Clarifications
				XML parser's processing of external entities and can lead to disclosure of confidential data, denial of service, server-side request forgery, and even remote code execution.
8.	Inbound Content delivery network (CDN)	X		Linked group of servers that are distributed around the world to deliver faster website content to users. This content can be anything from images and videos to JavaScript files, HTML pages, and style sheets.
9.	Authentication, Authorization, and Accounting (AAA) Configuration.	X	X (*)	(*) Client is responsible of enabling AAA on its owned and managed LDAP/Active Directory server(s).
10.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and managed that server.
11.	Digital Certificate Management.	X	X (*)	Service Provider installs Client-provided certificate and sets up an expiration alert to notify Client. (*) Client is responsible for generating the Certificate Signing Request (CSR), producing self-signed certification, or requesting the certificate from a Certificate Authority (CA) based on that CSR, and providing Service Provider with the certificate for installation. Client is responsible for renewing or revoking the certificate with a CA.

2.3.2.6. LOAD BALANCER

No.	Task Description	Service Provider	Client	Clarifications
1.	Application availability	X		Load balancers perform health checks on servers before routing requests to them. If one server is about to fail, or is offline for maintenance or upgrades, load balancing automatically reroutes the workload to a working server to avoid service interruptions and maintain high availability.
2.	Application scalability	X		Load balancing enables an on-demand, high performance infrastructure that can handle the heaviest or lightest network traffic loads. Physical or virtual servers can be added or removed as needed, making scalability simple and automated.
3.	Application security	X		Load balancers can include security features such as SSL encryption, web application firewalls (WAF) and multi-factor authentication (MFA). They can also be incorporated into application delivery controllers (ADC) to improve application security. By safely routing or offloading network traffic, load balancing can help defend against security risks such as distributed denial-of-service (DDoS) attacks.
4.	Optimize traffic routing	X		Match your load balancing policy to your application requirements and optimize efficiency and reliability. Client chooses from round-robin, least connections, IP hash load balancing, or customized policies.
5.	Multiple protocol flexibility	X		Client uses rules to define routing policies to balance incoming traffic with supported protocols such as TCP, HTTP, HTTP/2, and WebSockets.
6.	TLS termination/SSL offloading			Transport Layer Security (TLS) termination decrypts SSL-encrypted data traffic. SSL termination also works to increase site and web application performance by reducing the workload scope of back-end servers.
7.	Pass-through layer 4 (TCP/UDP) load balancing			Flexible Network Load Balancer preserves the original Client packet (IP/Port) characteristics and load-balances them as is, without terminating the Client session. The load-balancing decision is based

No.	Task Description	Service Provider	Client	Clarifications
				on a hash of source/destination IP/Port and protocol information. It can provide network flow connection persistence based on Client source IP and ensure that the subsequent requests from a Client session are sent to the same back-end server.
8.	Concurrency control with entity tags			Provide optimistic concurrency control for load balancers via the API and protect against conflicting changes made by multiple users. Any conflicting changes to a load balancer, such as to its shape, listeners, back-end sets, or routing policies, are tagged for review prior to implementation.
9.	Authentication, Authorization, and Accounting (AAA) Configuration.	X	X (*)	(*) Client is responsible of enabling AAA on its owned and managed LDAP/Active Directory server(s).
10.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and managed that server.
11.	Digital Certificate Management.	X	X (*)	Service Provider installs Client-provided certificate and sets up an expiration alert to notify Client. (*) Client is responsible for generating the Certificate Signing Request (CSR), producing self-signed certification, or requesting the certificate from a Certificate Authority (CA) based on that CSR, and providing Service Provider with the certificate for installation. Client is responsible for renewing or revoking the certificate with a CA.

2.3.2.7. NETWORK ACCESS CONTROL (NAC)

No.	Task Description	Service Provider	Client	Clarifications
1.	Configure and troubleshoot of management features (syslog, SNMP, SSH, netflow, NTP).	X		
2.	Assess and remediate device compliance.	X		
3.	Manage and troubleshoot end users, devices, and guest access.	X		
4.	Authentication, Authorization, and Accounting (AAA) – Troubleshoot.	X		
5.	Certificate Management - Get current, configure and troubleshoot certificates.	X		
6.	Management and troubleshooting access policies and exclusions.	X		
7.	License synchronization health.	X		
8.	Captive Portal.	X	X (*)	This is a web page accessed with a web browser that is displayed to newly connected users of a Wi-Fi or wired network before they are granted broader access to network resources.

2.3.2.8. CENTRALIZED NETWORK MANAGEMENT CONSOLE (APPLIANCE)

No.	Task Description	Service Provider	Client	Clarifications
1.	Configure and troubleshoot management features (syslog, SNMP, SSH, netflow, NTP).	X		
2.	Assess and remediate device compliance.	X		

3.	Manage and troubleshoot devices under management via console.	X		

2.3.2.9. TELCO LINE

No.	Task Description	Service Provider	Client	Clarifications
1.	Monitor line status (up/down).	X		
2.	Receive and respond to outage alerts.	X		
3.	Coordinate with telco provider for repairs and troubleshooting.	X		

2.3.2.10. LIGHTWEIGHT ACCESS POINTS (LWAP) WITH WLAN CONTROLLER (WLC)

No.	Task Description	Service Provider	Client	Clarifications
1.	WLAN Security Configuration.	X		Security protocols and authentication.
2.	WLAN Segmentation.	X		
3.	DHCP Server Configuration.	X	X (*)	(*) Client is responsible of enabling communication to its own managed DHCP servers.
4.	Domain Name System (DNS) Configuration.	X	X (*)	(*) Client is responsible of enabling communication to its own DNS servers.
5.	Network Time Protocol (NTP) Configuration.	X	X (*)	(*) Client is responsible of enabling communication to its own NTP servers.
6.	Roaming Troubleshooting.	X	X (*)	(*) Client is responsible of ensuring that wireless overlapping within wireless access points is optimal to enable roaming.
7.	Coverage Troubleshooting.	X	X (*)	(*) Client is responsible of performing onsite wireless site surveys and place wireless access points properly to cover all facilities required areas.
8.	Access Point Registration.	X		
9.	SSID Configuration.	X		
10.	Guest SSID.	X		
11.	Captive Portal.	X	X (*)	This is a web page accessed with a web browser that is displayed to newly connected users of a Wi-Fi or wired network before they are granted broader access to network resources. (*) Client is responsible for the Captive Portal Content (e.g. Terms and Conditions of Use) of Captive Portal.
12.	Bring-Your-Own-Device (BYOD).	X	X (*)	(*) Client is responsible of issuing, renewing, and revoking certificates for BYOD.
13.	Quality of Service (QoS).	X		
14.	Access Control Lists (ACLs).	X		
15.	Authentication, Authorization, and Accounting (AAA) Configuration.	X	X (*)	(*) Client is responsible of enabling AAA on its owned and managed LDAP/Active Directory server(s).
16.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and managed that server.

No.	Task Description	Service Provider	Client	Clarifications
17.	Digital Certificate Management.	X	X (*)	Service Provider installs Client-provided certificate and sets up an expiration alert to notify Client. (*) Client is responsible for generating the Certificate Signing Request (CSR), producing self-signed certification, or requesting the certificate from a Certificate Authority (CA) based on that CSR, and providing Service Provider with the certificate for installation. Client is responsible for renewing or revoking the certificate with a CA.

2.3.2.11. STANDALONE WIRELESS ACCESS POINTS (WAP) WITHOUT WLAN CONTROLLER (WLC)

No.	Task Description	Service Provider	Client	Clarifications
1.	WLAN Security Configuration.	X		
2.	WLAN Segmentation.	X		
3.	DHCP Server Configuration.	X	X (*)	(*) Client is responsible of enabling communication to its own managed DHCP servers.
4.	Domain Name System (DNS) Configuration.	X	X (*)	(*) Client is responsible of enabling communication to its own DNS servers.
5.	Network Time Protocol (NTP) Configuration.	X	X (*)	(*) Client is responsible of enabling communication to its own NTP servers.
6.	Roaming Troubleshooting.	X	X (*)	(*) Client is responsible of ensuring that wireless overlapping within wireless access points is optimal to enable roaming.
7.	Coverage Troubleshooting.	X	X (*)	(*) Client is responsible of performing onsite wireless site surveys and place wireless access points properly to cover all facilities required areas.
8.	SSID Configuration.	X		
9.	Guest SSID.	X		
10.	Quality of Service (QoS).	X		
11.	Access Control Lists (ACLs).	X		
12.	Authentication, Authorization, and Accounting (AAA) Configuration.	X	X (*)	(*) Client is responsible of enabling AAA on its owned and managed LDAP/Active Directory server(s).
13.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and managed that server.
14.	Digital Certificate Management.	X	X (*)	Service Provider installs Client-provided certificate and sets up an expiration alert to notify Client. (*) Client is responsible for generating the Certificate Signing Request (CSR), producing self-signed certification, or requesting the certificate from a Certificate Authority (CA) based on that CSR, and providing Service Provider with the certificate for installation. Client is responsible for renewing or revoking the certificate with a CA.

2.3.2.12. UNIFIED COMMUNICATIONS AND COLLABORATION (UCC)

2.3.2.12.1. END USER MANAGEMENT

No.	Task Description	Service Provider	Client	Clarifications
1.	Voice/Video Quality	X		
2.	Call Dialing.	X		
3.	PSTN Calling.	X		
4.	Phone Registration.	X		
5.	Codecs/Protocols.	X		
6.	IM & Presence.	X		
7.	Softphone VPNless.	X		
8.	Voicemail.	X		
9.	Deskphone Configuration.	X		
10.	Softphone Configuration.	X		
11.	Call Routing.	X		
12.	End-user Profiles.	X		
13.	Authentication, Authorization, and Accounting (AAA) Configuration.?	X	X (*)	(*) Client is responsible of enabling AAA on its owned and managed LDAP/Active Directory server(s).
14.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and managed that server.
15.	Digital Certificate Management.	X	X (*)	Service Provider installs Client-provided certificate and sets up an expiration alert to notify Client. (*) Client is responsible for generating the Certificate Signing Request (CSR), producing self-signed certification, or requesting the certificate from a Certificate Authority (CA) based on that CSR, and providing Service Provider with the certificate for installation. Client is responsible for renewing or revoking the certificate with a CA.

2.3.2.12.2. AGENT MANAGEMENT (CONTACT CENTER)

No.	Task Description	Service Provider	Client	Clarifications
1.	Routing and Queue Management.	X		
2.	Call Distribution.	X		
3.	Disposition Codes.	X		
4.	Call Back Options.	X		
5.	Agent Desktop.	X		
6.	Localization.	X		
7.	Remote Agent.	X		
8.	Single Sign-On (SSO).	X		
9.	Supervisor Management.	X		
10.	Call Recording.	X		
11.	Music On Hold.	X		
12.	Virtual Agent.	X		
13.	Self-service Interactive Voice Response (IVR).	X		

No.	Task Description	Service Provider	Client	Clarifications
14.	Reporting and Dashboard.	X		
15.	Authentication, Authorization, and Accounting (AAA) Configuration.	X	X (*)	(*) Client is responsible of enabling AAA on its owned and managed LDAP/Active Directory server(s).
16.	Syslog Management.	X	X (*)	Syslog is managed using Service Provider's monitoring solution. (*) If Client requires to send logs to a different syslog server, Client must provision and managed that server.
17.	Digital Certificate Management.	X	X (*)	Service Provider installs Client-provided certificate and sets up an expiration alert to notify Client. (*) Client is responsible for generating the Certificate Signing Request (CSR), producing self-signed certification, or requesting the certificate from a Certificate Authority (CA) based on that CSR, and providing Service Provider with the certificate for installation. Client is responsible for renewing or revoking the certificate with a CA.

Exhibit 14:

MIS – DATA PROTECTION (BACKUP & RECOVERY – BUR)
SERVICE DESCRIPTION

REV 2025-10-28

1. SERVICE OVERVIEW

a) "MIS – Data Protection (Backup & Recovery – BUR)" or "Service" shall remotely manage 24x7 a backup and recovery solution deployed at the Client's IT environment.

b) The specific backup tool ("Backup Tool") used to deliver the Service shall be documented in the *Pricing Summary* of the SOW.

c) If the Backup Tool is provided by Client, it shall be labeled "BYOL" (Bring-Your-Own-License), and if the Backup Tool is provided by Service Provider, it shall be labeled "MSP" (Managed Service Provider), as documented in the *Pricing Summary* of the SOW.

d) All Backup Tool job alerts shall be sent to Service Provider's ITSM Tool for processing by Service Provider.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	IT Asset Procurement, Ownership, and Vendor Support Management.	X (**)	X (*)	(**) For an **MSP** Backup Tool, Service Provider shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. (*) For a **BYOL** Backup Tool, Client shall procure and maintain vendor support contracts during the term of the Service, replacing IT Assets prior to end-of-life so that Service Provider can continue to perform the tasks required to deliver the Service as well as to continue to guarantee the service levels. Excluded: Underlying IT infrastructure for running the Backup Tool or backed-up IT Assets are not in scope of the Service, unless documented in the SOW.
2.	Remote Admin Access & User Account Management.		X	Client shall grant Service Provider necessary and sufficient remote admin access to Client's network and backed-up IT Assets to perform the tasks required to deliver the Service.

3.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for the Service to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
4.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client. Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.
5.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for Backup Tool infrastructure or backed-up IT Asset in a Client location.
6.	Information Security Management.	X (**)	X (*)	(*) Client's *Information Security Management Policy & Procedures* are maintained by Client and apply to all Client's backed-up IT Assets to which the Service is delivered. (**) Service Provider's *Information Security Management Policy & Procedures* are maintained by Service Provider and apply to this Service. Excluded: Customize *Service Provider's Information Security Management Policy & Procedures*, unless documented in the SOW.
7.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting on the backed-up IT Assets according to *Service Provider's Operational Monitoring Policies & Procedures*. Excluded: Customize *Service Provider's Operational Monitoring Policies & Procedures,* unless documented in the SOW.
8.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents related to the Service. Escalate to vendor support ("Level 3 Support") for the Observability Tool, if needed. (*) For the BYOL Backup Tool, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
9.	Operational Reporting Management.	X		Client may request operational reports from Service Provider on an ad-hoc basis to support the collaborative troubleshooting of a backed-up IT Asset incident. Excluded: Client-specific operational reports on a regular basis, unless documented in the SOW.

10.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for a backed-up IT Asset are included in the Service at no additional fee. See *Additional Responsibilities Matrices* section below for enumerated standard service requests and any exclusion thereof, as a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task *Change Management* below.
11.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *Managed Services ITSM Foundation Service Description.* (**) Service Provider is responsible for technical change execution of Client-approved changes to a backed-upIT Asset. (*) Client is responsible for an IT Asset change approval, sending notifications to end users impacted by the change, and preparing before and testing after a change of any applications that may reside on or use the backed-up IT Asset that is being changed.
12.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed of the Service with change recommendations to be implemented after approval from Client. Excluded: Expand or replace backed-up IT Asset to improve availability, performance, or capacity.
13.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the *Change Order Request Procedure* in the SOW. All exclusions listed for tasks in this *General Responsibilities Matrix* are considered billable service requests. See *Additional Responsibilities Matrices* section below for enumerated billable service requests.

2.3. ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1. STANDARD SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Start/Shutdown/Restart Service.	X		
2.	Maintain and optimize backup configurations inside Backup Tool for backed-up in-scope IT Assets.	X		

No.	Task Description	Service Provider	Client	Clarifications
3.	Monitor & triage backup job alerts 24x7 for in-scope IT Assets. Handle false positive alerts. Handle true positive alerts by restarting failed backups or escalating repeatedly failing or slow-running backups to Client according to mutually agreed upon procedure.	X		
4.	Perform first data restore task of each calendar month when requested by Client.	X		Additional data restores in the same calendar month are billable. See *Billable Service Requests*.
5.	Apply patch updates to Backup Tool (include agent), when available and if applicable.	X		

2.3.2. BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Perform post data restore system-specific restoration efforts.	X		
2.	Perform additional data restores beyond the first data restore of a calendar month.	X		
3.	Perform data restore validations beyond those supported by Backup Tool.	X		
4.	Perform any task that is explicitly stated as a responsibility of Client or not explicitly stated as a task of Service Provider.	X		
5.	Perform an “Excluded” activity listed for a task.	X		
6.	Deliver a new service not in scope of this Service.	X		
7.	Deploy or build a new backed-up IT Asset (i.e., an increase in contractual quantity of the Service).	X		
8.	Deprovision an existing backed-up IT Asset (i.e., a decrease in the contractual quantity of the Service).	X		
9.	Replace an existing backed-up IT Asset with a new backed-up IT Asset.	X		
10.	Perform design, engineering, and consulting work in relation to an existing or new Client backed-up IT Asset or Client’s overall IT environment.	X		
11.	Develop, install, monitor, and maintain customized or third-party tools, scripts, and software installed on an IT Asset.	X		

Exhibit 15:

MSS – EMAIL SECURITY – PLATFORM MANAGEMENT SERVICE DESCRIPTION

REV 2025-11-02

1. SERVICE OVERVIEW

a) Email Security – Platform Management ("the Service") is a part of the Service Provider's Managed Security Services ("MSS") service family and manages Client's Email Security Platform. An "Email Security Platform" is a cybersecurity solution that protects an organization's email infrastructure from malicious attacks, data breaches, and other digital threats. It inspects and then blocks incoming emails with malicious content, encrypts outbound traffic, and provides layers of defense beyond the basic security features of standard Email Messaging Platforms. Service Provider will abide by Client's state laws in the event of a data breach.

b) If an Email Security Platform is designated as "BYOL" or Bring-Your-Own-License in the *Pricing Summary*, the platform's subscriptions and the platform's instance are provided by Client, and Service Provider remotely manages the platform. Under BYOL, it is assumed that the platform is already implemented before this Service can be applied.

c) If an Email Security Platform is designated as "MSSP" or "Managed Security Service Provider" in the *Pricing Summary*, the platform's subscriptions and the platform's instance are provided by Service Provider, and Service Provider remotely manages the platform. Under MSSP, it is assumed that the platform needs to be implemented and this is performed by Service Provider. All MSSP Email Security Platform subscriptions quantities are contractual minimums and increases in quantities will incur additional fees.

d) If an Email Security Platform is designated as "MSSP", the following term and termination section is applicable to the Service, superseding any similar term and termination section referenced in the SOW:

(i) If the Service is terminated for convenience prior to completion of the initial Service Term, Client shall not be relieved of its obligations regarding payments for the remaining months of the initial Service Term.

(ii) Additional services (e.g., increases in quantities of existing base subscriptions or add-on subscriptions) procured during the initial Service Term or any renewal Service Term shall co-terminate with current Service Term.

(iii) Client agrees to the terms of the MSSP Email Security Platform online agreements located at: https://www.mimecast.com/contracts/.

e) The Service comes bundled with the managed services in the *ITSM Foundation Services Description*, which details standardized support communication channels, ticket management ("ITSM Tool"), service levels, as well as the governance, incident, change, problem, and escalation ITSM processes in support of the Service. Security Tickets will be securely visible to Client online, including status and updates, via Service Provider's ITSM Tool. See the *ITSM Foundation Services Description* for further details.

2. RESPONSIBILITIES MATRIX

2.1. EXPLANATION

a) The *General Responsibilities Matrix* section covers the overall steady state ITSM lifecycle tasks to deliver the Service.

b) The *Additional Responsibilities Matrices* section enumerates standard and billable service request management tasks related to the Service.

c) An 'X' in the *Service Provider* column means Service Provider is responsible for the task and it is included in the Service. Any limitations shall be detailed in the *Clarifications* column.

d) An 'X' in the *Client* column means Client is responsible for the task.

e) When an 'X' is in both the *Service Provider* and *Client* columns, '(*)' means that there is a specific clarification for Client and '(**)' means that there is a specific clarification for Service Provider in the *Clarifications* column.

2.2. GENERAL RESPONSIBILITIES MATRIX

No.	Task Description	Service Provider	Client	Clarifications
1.	Procurement, Ownership, and Vendor Support Contract Management.	X (**)	X (*)	(*) If the Email Security Platform is designated as "BYOL" in the *Pricing Summary*, Client shall procure and own the platform and shall maintain vendor support contracts for the duration of the term of the Service. (**) If the Email Security Platform is designated as an "MSSP" service in the *Pricing Summary*, Service Provider shall procure and own the platform and shall maintain vendor support contracts for the duration of the term of the Service. (**) Service Provider will be reviewing Vendor Security and Platform Bulletins and proactively bringing to Client's attention any items relevant to maintain service delivery.

No.	Task Description	Service Provider	Client	Clarifications
				The Email Security Platform (and any client software agents, if applicable) shall be kept up to date to continue to guarantee Service availability.
2.	Manage IT infrastructure for running the Email Security Platform.	X (**)	X (*)	(*) If the Email Security Platform is designated as "BYOL" in the *Pricing Summary*, Client shall manage IT infrastructure for running the platform. (**) If the Email Security Platform is designated as "MSSP" in the *Pricing Summary*, Service Provider shall manage IT infrastructure for running the platform unless the platform is running at Client location or in platform vendor's cloud.
3.	Remote Access.		X	Client shall grant Service Provider necessary and sufficient remote admin privileges to Client's network and Email Security Platform to perform the tasks required to deliver the Service. Client shall establish Jump box for Service Provider to access Client's network and/or Email Security Platform, if required.
4.	Audit Evidence Request Management.	X		Upon Client request, Service Provider delivers audit evidence for the Service to fulfill a Client audit request. Excluded: more than one (1) request per calendar year, unless documented in the SOW.
5.	Operational Runbook Management.	X		Create and maintain operational runbook with specific work instructions on how to deliver the Service to Client. Excluded: Customize operational runbook documentation or create additional documentation, unless documented in the SOW.
6.	On-site (Remote Hands) Service Management.		X	When requested by Service Provider, provide hands-on physical support for Email Security Platform when in a Client location.
7.	Information Security Management.	X (**)	X (*)	(*) Client's *Information Security Management Policy & Procedures* are maintained by Client and apply to all Client's IT Assets to which the Service is delivered. (**) Service Provider's *Information Security Management Policy & Procedures* are maintained by Service Provider and apply to this Service. Excluded: Customize *Service Provider's Information Security Management Policy & Procedures*, unless documented in the SOW.
8.	Event (Monitoring & Alert) Management.	X		Monitoring & alerting of the Email Security Platform according to *Service Provider's Operational Monitoring Policies & Procedures*. For clarity, this task refers to event management related to the Email Security Platform up/down status – it does not include event management handling related to suspicious emails. Triaging suspicious emails that were not blocked by the Email Security Platform is an add-on service. Excluded: customization of *Service Provider's Operational Monitoring Policies & Procedures,* unless documented in the SOW.
9.	Incident, Escalation & Problem Management.	X	X (*)	Service Provider is responsible for troubleshooting and resolving incidents related to the Service. Escalate to Email Security Platform vendor support ("Level 3 Support"), if needed. For clarity, this task refers to incident management related to the Email Security Platform – it does not include incident handling related to suspicious emails. Triaging suspicious emails that were not blocked by the Email Security Platform is an add-on service.

No.	Task Description	Service Provider	Client	Clarifications
				(*) For the BYOL Email Security Platform, Client shall provide and maintain vendor support work instructions and vendor support portal access so that Service Provider can perform vendor support escalations on behalf of Client. Problem Management includes the creation of Root Cause Analysis Reports (RCAs) for an IT Asset incident with recommended corrective actions as part of Continual Service Improvement. Corrective actions are assigned to either Service Provider, Client, or vendor according to ownership of the corrective action.
10.	Availability, Performance and Capacity Management.	X		Periodic reviews are performed of the Service with change recommendations to be implemented after approval from Client. Excluded: Expand or replace Email Security Platform to improve availability, performance, or capacity.
11.	Standard Service Request Management.	X		Standard service requests can be submitted by Client or Service Provider. Standard service request tasks for the Email Security Platform are included in the Service at no additional fee. See *Additional Responsibilities Matrices* section below for enumerated standard service requests and any exclusion thereof, as a well as enumerated billable service requests. Service Provider and Client perform standard service request tasks according to the task *Change Management* below.
12.	Change Management.	X (**)	X (*)	Service Provider and Client shall follow change management process according to the section *Change Management* in the *Managed Services ITSM Foundation Service Description.* (**) Service Provider is responsible for technical change execution of Client-approved changes to the Service and the Email the Security Platform. (*) Client is responsible for sending notifications to end users impacted by the change and preparing before and testing after a change of any impacted applications.
13.	Patch Management.	X	X (*)	(*) If the Email Security Platform is designated as “BYOL” in the *Pricing Summary*, Service Provider is responsible for patching. If the Email Security Platform is designated as “MSSP” in the *Pricing Summary*, and the platform is in the cloud, the platform vendor is responsible. Otherwise, Service Provider is responsible. For clarity, this task refers to patch management of the Email Security Platform – it does not include patch remediation execution on a Client IT asset according to the Response Recommendations of a Security Alert. (*) Client is responsible for patching underlying IT infrastructure in Client’s IT environment that is supporting the Email Security Platform. Excluded: upgrades are separately billable.
14.	Continuity (Backup & Restore) Management.	X (**)	X (*)	(*) If the Email Security Platform is designated as “BYOL” in the *Pricing Summary*, Client is responsible for the backing up and restoring data related to the Email Security Platform software application binaries and data. Service Provider will ensure Email Security Platform is subsequently recovered and available. (**) If the Email Security Platform is designated as “MSSP” in the *Pricing Summary*, and the platform is in the cloud, the platform vendor is responsible for this task.

No.	Task Description	Service Provider	Client	Clarifications
15.	Billable Service Request Management.	X		When performed by Service Provider, all labor effort and any material costs associated with the request are billed separately according to the *Change Order Request Procedure* in the SOW. All exclusions listed for tasks in this *General Responsibilities Matrix* are considered billable service requests. See *Additional Responsibilities Matrices* section below for enumerated billable service requests.

2.3 ADDITIONAL RESPONSIBILITIES MATRICES

2.3.1 STANDARD SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Whitelist or backlist email addresses, domains and/or IPs.	X		
2.	Modify filtering sensitivity.	X		
3.	Add new user and remove existing user without a change in quantity of the Service.	X		
4.	Administration, Configuration, and Patching of the Email Security Platform.	X		

2.3.2 BILLABLE SERVICE REQUESTS

No.	Task Description	Service Provider	Client	Clarifications
1.	Manage Email Security Platform capabilities above and beyond those stated in this service description.	X		Service Provider shall evaluate, on a case-by-case basis, the additional monthly fee to manage those additional capabilities and shall be documented in the *Pricing Summary* when included in the Service.
2.	Perform phishing email triage when submitted manually.	X		Triage suspicious emails that were not blocked by the Email Security Platform and were manually submitted by Client end-users using the 'Report Phishing' button of the Email Messaging Platform. Service Provider performs this when the "Reported Phishing Email Triage" service is detailed in the *Pricing Summary*.
3.	Perform any service request that is not explicitly designated as Service Provider's responsibility in the *Support Responsibilities Matrix* or not enumerated in the *Standard Service Requests* table above.	X		
4.	Perform any task that is explicitly designated as Client's responsibility in the *Responsibilities Matrix*.	X		
5.	Deliver a new service not in scope of this Service.	X		
6.	Changing the quantities of the existing Services delivered.	X		
7.	Perform design, engineering, and consulting work in relation to a Email Security Platform or Client's IT environment.	X		
8.	Create additional documentation or reports beyond Service Provider runbook and standard reports for the Service.	X		

No.	Task Description	Service Provider	Client	Clarifications
9.	Modify *Service Provider's Information Security Management Policy & Procedures* to align with Client's Policy & Procedures.	X		
10.	Create, modify, or maintain *Client's Information Security Management Policy & Procedures.*	X		
11.	Implement, Reimplement, Migrate, or Upgrade Email Security Platform.	X		

Master Services Agreement

This Master Services Agreement (the "Agreement") is made and entered into as of January 29, 2026 (the "Effective Date") between **PC Specialists, Inc., d/b/a Technology Integration Group**, a Pellera company, operating at 428 J Street, Suite 424, Sacramento, CA 95814 ("Pellera"), and **City of Medina** having its principal place of business at 501 Evergreen Point Rd., Medina, WA 98039 ("Client"), (each a "Party" and collectively referred to as the "Parties").

WHEREAS Client desires to purchase from Pellera, and Pellera desires to provide to Client, from time to time, the Services as further defined herein, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT.

This Agreement is a master agreement between the Parties and contains all the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to Services provided by Pellera to Client during the term of this Agreement. Each Statement of Work ("SOW") shall incorporate all the terms and conditions of this Agreement. In the event of a conflict, the order of precedence shall be as follows: 1) the applicable SOW, and 2) this Agreement. Notwithstanding the foregoing, prices, quantities, dates, schedules, and places shall be fixed by the SOW(s). All Services furnished hereunder shall be for Client's and its Affiliates' internal use within the Territory.

2. DEFINITIONS.

2.1. "Affiliate" shall mean any entity that is Controlled by, or under common Control with, a Party. In the case of Pellera, "Affiliate" shall include entities operating under the Pellera brand as indicated by Pellera from time to time. "Control" means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise;

2.2. "Confidential Information" shall mean information a Party knows or has reason to know is confidential, trade secret, or proprietary, including secret processes, trade secrets, customer lists, personnel statistics, pricing methods, techniques, inventions, product/service specifications, ideas, processes, prototypes, models, drawings, marketing plans, financial data, computer programs and computer software, and information identified in writing as confidential or proprietary, as well as Pellera Consulting Methodology;

2.3. "Consulting Methodology" shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions and tools (including hardware and software where applicable), source code, and any enhancements thereto or derivative works, that Pellera uses to produce the Work Product under a SOW and which are not uniquely related to the project described in the SOW;

2.4. "Services" shall mean certain tasks and services to be provided by Pellera under this Agreement as described in a SOW, such as but not limited to consulting, maintenance, engineering, installation, staging, temporary staffing, training, data management, program management, testing and technical assistance;

2.5. "Statement of Work" or "SOW" shall mean the transactional document governed by this Agreement detailing the specific Services to be performed;

2.6. "Territory" shall mean the United States, Canada, and Mexico;

2.7. "Work Product" shall mean all reports, studies, flow charts, diagrams, data, documentation, or any other items identified as a deliverable in an applicable SOW, which are produced by or as a result of the Services. Excluded from the definition of Work Product is Consulting Methodology.

3. TERM; TERMINATION.

a. The term ("**Term**") of this Agreement will begin on the Effective Date and continue until its termination as described herein. Subject to Section 3(b), this Agreement may be terminated prior to the expiration of the Term at any time by either Party: (i) upon thirty (30) days' prior written notice without cause, (ii) upon written notice if the other Party breaches any material term of this Agreement or a SOW and such breach remains uncured for a period of thirty (30) days following receipt of written notice of such material breach from the other Party, except payment obligations, for which there is no cure period (a "Material Breach"), or (iii) the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or files for protection under Title 11 of the United States Code (an "Insolvency Event"). Upon any such termination, Pellera shall be entitled to be paid for all work performed, all deliverables provided, and all accrued charges and costs incurred up to and including the effective date of termination. Client may additionally be responsible for payment of an early termination fee if specified within the applicable SOW(s).

b. Unless otherwise specified in the applicable SOW, SOWs hereunder shall continue in full force and effect until completion of the Services provided thereunder unless earlier terminated due to (i) 30 days prior written notice for termination without cause, (ii) Material Breach, or (iii) an Insolvency Event, in which case termination shall be effective upon receipt of written notice.

4. STATEMENTS OF WORK.

a. During the Term, Pellera and Client may agree upon SOWs defining (i) Services and Work Product or deliverables to be provided by Pellera, (ii) Pellera's compensation, (iii) the period during which the Services will be provided (if applicable) (the "**Service Period**"), and (iv) any additional terms and conditions relating to the Services. Each SOW shall be incorporated into and governed by this Agreement.

b. Any changes to an SOW ("**Change Orders**") shall be agreed upon in writing by the Parties. Pellera will provide Client with a written Change Order which specifies the applicable increase or decrease in the cost or the time required. The Parties agree that this Agreement and the applicable SOW(s) for Services or Work Product shall govern and supersede any terms and conditions stated on any purchase order submitted by Client for such Services or Work Product. In the event of any conflict between a SOW and a Change Order, the Change Order will control. Whenever used herein or in any SOW, the term "Agreement" shall mean and include this Master Services Agreement and all SOWs executed in connection herewith.

5. SERVICES; WARRANTY.

a. In consideration of the fees stated in the SOW ("**Fees**"), Pellera will provide the Services and Work Product described in the SOW.

b. Pellera warrants that at the time of performance all Services will be performed in a good and workmanlike manner and in accordance with generally accepted industry standards.

c. EXCEPT AS PROVIDED ABOVE OR PURSUANT TO ANY SOW, PELLERA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THOSE SERVICES PROVIDED HEREUNDER. FURTHER, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PELLERA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, WITH RESPECT TO ANY THIRD PARTY PRODUCTS, SOFTWARE, INFORMATION OR MATERIALS ASSOCIATED WITH ANY SOW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, ERROR-FREE SERVICE, UNINTERRUPTED SERVICE, NON-INFRINGEMENT, TITLE AND NON-INTERFERENCE.

6. FEES; PAYMENT; TAXES.

a. Client shall pay Pellera the Fees for the Services and Work Product as set forth in the applicable SOW. Unless otherwise indicated in the SOW, Client shall also pay reasonable travel and living expenses that are incurred in the course of Pellera's performance of Services. When applicable, an estimate will be included in the SOW for Client's approval. Client payment terms shall be net thirty (30) days from the invoice date. All payments shall be made in US dollars. Client shall also be responsible for taxes applicable to Client arising out of this Agreement, except for taxes imposed on Pellera's income or arising from the employment relationship between Pellera and its personnel.

b. Client also agrees to pay interest on all amounts that become past due. Interest will be charged at the highest rate allowed by law. If Client should default on any payment(s), Pellera shall have the right to declare all invoice amounts immediately due and upon notice to Client. In the event invoiced amounts remain unpaid for a period of ninety (90) days from the date of the invoice, Pellera reserves the right to suspend performance of Services until the dispute is resolved and payments due have been remitted.

7. CONFIDENTIALITY.

To the extent Confidential Information is exchanged in connection with the Services, each Party agrees not to use the disclosing Party's Confidential Information except in the performance of, or as authorized by, this Agreement, and not to disclose, sell, license, distribute or otherwise make available such information to third parties without the disclosing Party's prior written consent. Use by Affiliates and third party contractors may be permitted so long as such Affiliate or contractor has a need to know and is required in writing to maintain the confidentiality of such information as required by this Section. Confidential Information does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information already known by the receiving Party independent of the Confidential Information as evidenced by written records, (iii) information developed by the receiving Party independent of the Confidential Information, and (iv) information that the receiving Party rightfully obtains without restrictions on use and disclosure. Further, in the event the receiving Party becomes legally compelled to disclose any Confidential Information, the receiving Party shall notify the disclosing Party promptly in writing so that the disclosing Party may seek a protective order or other remedy. At any time after the Effective Date, each Party shall be entitled to request the return or, at its discretion, the destruction of its Confidential Information in the possession of the other Party. Notwithstanding the foregoing, the receiving Party shall be permitted to retain copies of Confidential Information as may be reasonably necessary for legal or recordkeeping purposes, including copies that are embedded in the automated backup of electronic data processing systems; provided, however, all such copies shall continue to be subject to the confidentiality obligations set forth herein.

Nothing in this Agreement shall be construed to obligate either Party to disclose its Confidential Information to the other Party. THE PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS OR ADEQUACY OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER. ALL SUCH INFORMATION SHALL BE DISCLOSED ON AN "AS IS" BASIS. The obligations set forth in this Section shall continue for two (2) years after the termination of this Agreement; provided, however, that any Confidential Information that qualifies as a trade secret under applicable laws shall continue to be subject to the obligations set forth in this Agreement until such Confidential Information no longer qualifies as a trade secret.

8. RIGHTS IN WORK PRODUCT.

a. Subject to Sections 8(b) and (c) below, and except for materials that Pellera acquires under license from a third party, all Work Product created specifically for and provided to Client by Pellera under an SOW shall be the property of Client for Client's and its Affiliates' internal use.

b. Any Pellera Confidential Information, including Consulting Methodology, shall remain the exclusive property of Pellera. As such, Pellera remains free to use Consulting Methodology in future projects. To the extent any Work Product incorporates Consulting Methodology, Pellera hereby grants to Client a royalty-free, non-exclusive, revocable (to the extent the license granted herein is breached), perpetual, non-transferable license to use such Consulting Methodology solely for Client's internal business purposes as part of the Work Product, in accordance with the limitations set forth in this Agreement and any applicable SOW.

c. Client acknowledges that Pellera provides similar services to other clients and that nothing in this Agreement shall be construed to prevent Pellera from carrying on such business or from acquiring, licensing, marketing, distributing, developing for itself or others or having others develop for it similar products, solutions, services or materials performing the same or similar functions as the Services and Work Product contemplated by this Agreement or any SOW.

9. INDEMNIFICATION.

a. Subject to the limitations on liability contained in this Agreement, Pellera shall defend and indemnify Client against costs, liabilities or damages (including reasonable attorney's fees) arising from a claim that Client's authorized use of Work Product (excluding any materials that Pellera acquires under license from a third party) infringes a third party's United States or Canadian copyright, trademark or trade secret, provided that Client promptly notifies Pellera in writing of any such claim or suit. Pellera shall have sole control of the defense or settlement of any such suit (including without limitation the right to settle on behalf of Client), and Client shall cooperate with Pellera in connection with its defense at the reasonable expense of Pellera. If Client is enjoined from using any Work Product, or if Pellera believes that any Work Product is likely to become the subject of an infringement claim, Pellera shall (i) obtain the right for Client to continue to use such Work Product, or (ii) replace or modify the Work Product so as to make it non-infringing and substantially comparable in functionality. If, after using commercially reasonable efforts, Pellera is unable to do either (i) or (ii) above, such Work Product shall be returned to Pellera and Pellera's sole liability shall be to refund Client the amount paid to Pellera for such Work Product or portion thereof. Notwithstanding the foregoing, Pellera will have no liability to indemnify Client hereunder for infringement claims based on or arising from (i) use of a Work Product other than in accordance with applicable documentation or instructions provided by Pellera, (ii) modification of any Work Product other than by Pellera, (iii) the use or combination of any Work Product with materials not supplied by Pellera, (iv) information supplied by Client to Pellera that is included in any Service or Work Product, (v) Client's use of a superseded version of the Work Product if the infringement could have been avoided by using the latest version of the Work Product provided by Pellera, (vii) Client's negligence, breach of the Agreement or SOW, or willful misconduct, or (viii) third party products.

b. In the event of any willful misconduct or grossly negligent act or omission of either Party or its employees during the performance of Services on Client's premises causes or results in the (i) loss, damage to or destruction of tangible personal property of the other Party or third parties, and/or (ii) death or injury to any person, then such Party shall indemnify, defend and hold the other Party harmless from and against any and all resulting claims, damages, liabilities, costs and expenses (including reasonable attorney's fees).

10. LIMITATION LIABILITY.

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, LOST BUSINESS PROFITS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT OR ANY SERVICES, DELIVERABLES OR WORK PRODUCT.

b. PELLERA'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH ANY SERVICES, DELIVERABLES OR WORK PRODUCT PROVIDED BY PELLERA, SHALL BE LIMITED TO THE LESSER OF (A) FEES PAID BY CLIENT TO PELLERA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM, OR (B) ACTUAL DAMAGES INCURRED.

c. IN NO EVENT SHALL PELLERA BE LIABLE FOR ANY CLAIM MADE BY CLIENT OR ANY OTHER PERSON TO THE EXTENT SUCH CLAIM ARISES OUT OF MATERIALS PROVIDED BY CLIENT TO PELLERA TO USE IN DEVELOPING, PERFORMING OR CUSTOMIZING ANY SERVICES OR DELIVERABLES.

11. **INSURANCE.** Pellera maintains the following insurance coverage: (i) commercial general liability insurance with limits of $2,000,000 each occurrence and $2,000,000 general aggregate; (ii) business automobile liability insurance covering all vehicles used in the operations of Pellera with limits of liability of $1,000,000 combined single limit for bodily injury and property damage per accident, (iii) workers' compensation insurance as required by laws and regulations applicable to and covering employees of Pellera performing under this Agreement; (iv) employers liability for employee bodily injury arising out of the master-servant relationship with limits of $500,000 for each accident; and (v) professional liability insurance of $1,000,000 each occurrence. Technology Errors & Omissions (E&O) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than $2,000.000 per claim $2,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

    Except for the Workers Compensation, Employer's Liability, and Professional Liability policies, and except where not permitted by law or regulation, Client shall be listed (or "included") as an additional insured on each policy with respect to losses or claims referred to herein. Upon written request, Client shall be provided with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. Pellera shall provide the Client with written notice of any policy cancellation within two business days of their receipt of such notice. Failure on the part of Pellera to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due Pellera from the Client.

12. **NON-SOLICITATION**. During the term of this Agreement and for one (1) year thereafter, Client agrees not to solicit or recruit for employment any resource engaged through Pellera or current employee of Pellera contacted in connection with this Agreement without Pellera's prior written consent. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Client from issuing solicitations which are directed to the general public in the ordinary course of business and which do not specifically target Pellera's employees.

13. **FORCE MAJEURE.** Neither Party will be liable for any loss, damage or delay resulting from any event beyond such Party's reasonable control (a "**Force Majeure Event**") and delivery and performance dates will be extended to the extent of any delays resulting from a Force Majeure Event. Each Party will promptly notify the other upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

14. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be delivered personally, or sent by certified mail or overnight courier, to the address for the recipient set forth in the preamble above or as otherwise updated by the Parties in writing. Notice shall be effective if personally delivered, upon delivery; if sent by certified mail or overnight courier, on the fifth (5th) business day after sending. Notices to Pellera shall be sent to the attention of Chief Legal Officer.

15. **ASSIGNMENT.** The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators, as the case may be; provided that neither Party may assign or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, whose consent shall not be unreasonably delayed or withheld.

16. **AFFILIATE SOWs.** The Parties agree that Pellera Affiliates as identified in SOW(s) are hereby authorized to provide Services to Client pursuant to this Agreement. Such SOW(s) shall identify the applicable Affiliate responsible for performing Services for Client and shall be governed by and executed in accordance with the terms and conditions of this Agreement. By executing a SOW pursuant to this Agreement, the Pellera Affiliate agrees to comply with the terms of the Agreement. Client agrees that where a Pellera Affiliate enters into a SOW with Client, such SOW shall constitute a separate and distinct agreement and Client shall look solely to such Pellera Affiliate for performance of its obligations under the SOW.

17. **EXPORT CONTROLS.** Client will comply with applicable import, export control and economic sanction laws and regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain sanctioned countries and customers, and for certain prohibited end uses. Client shall secure all necessary clearance requirements, export and import licenses and exemptions, and make all proper filings required to maintain compliance with all such applicable laws.

18. **DELIVERY; SUBCONTRACTORS; INDEPENDENT CONTRACTORS.**

    a. All Services are delivered remotely, unless otherwise noted in the SOW, and may be delivered using resources that are located outside of the United States.

    b. Pellera may subcontract any Service or portion thereof detailed in a SOW to a third party subcontractor or Affiliate. Pellera shall be solely responsible for the engagement and management of subcontractors in the performance of its obligations. Pellera shall ensure that each

subcontractor or affiliate abides by the requirements of the applicable SOW and shall remain fully responsible for their performance. Client's execution of a SOW constitutes consent to Pellera's use of subcontractors to perform Services.

c. Pellera is an independent contractor and shall not be deemed an employee or agent of Client. Neither Party shall have the right to bind the other Party to any agreement with a third party or to incur any obligation or liability on behalf of the other Party. Each Party assumes full responsibility for its actions and the actions of its personnel in rendering performance pursuant to this Agreement, and each Party shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like of its personnel. Each Party assumes full responsibility for the acts of all its subcontractors.

19. **Dispute Resolution.** In the event of a dispute between the Parties related to this Agreement or a deliverable listed in a specific SOW under this Agreement, the Parties shall attempt to resolve the dispute amicably between the operations personnel of the Parties. Failing resolution at that level, the Parties shall refer the dispute to management who will meet, by phone or in person, to resolve the dispute. If after thirty (30) days following referral of the dispute to management the dispute remains unsettled, either Party may file legal action, subject to Section 14, above.

20. **No Waiver, Exclusive Remedies.** Upon a Party's breach or default hereunder, the other Party's failure, whether single or repeated, to exercise a right hereunder shall not be deemed to be a waiver of that right as to any future breach or default. Further, each Party agrees that the remedies set forth herein shall be the exclusive remedies available to each Party.

21. **Survival.** Sections 6 through 12; 14; 17; 19, and 21 shall survive any termination or expiration of this Agreement.

22. **Miscellaneous.** This Agreement, including any SOWs, contains the complete agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, representations and understandings. Any and all different or additional terms and conditions contained on Client's ordering instrument, whether printed or written, shall be of no force or effect. This Agreement shall be governed, construed, and enforced pursuant to the laws of the State of Washington. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

Accepted and agreed to by the Parties as of the above written Effective Date:

City of Medina	**PC Specialists, Inc., d/b/a Technology Integration Group, a Pellera company**
By: _____ *Authorized Signature*	By: _____ *Authorized Signature*
Name: _____ *Print Name*	Name: _____ *Print Name*
Title: _____	Title: _____
Date: _____	Date: _____

MEDINA, WASHINGTON

AGENDA BILL

Monday, March 9, 2026

Subject/Topic: Tree Management Code MMC 16.52 "Short-term Solutions" **Dept. Origin:** Development Services **Category:** Council Business **Prepared by:** Steven Wilcox, Dev. Services Director **Attachments:** • PowerPoint – January 23, 2023 • Lists of Suitable Trees – March 2026	**Proposed Council Action/Motion:** ☐Information Only ☐Receive and File ☐Discuss ☒**Provide Direction** ☐Public Hearing ☐Adopt/Approve ☐Other:

Proposed Council Action

The Council will be asked to direct staff to send the short-term solutions defined within this Agenda Bill to the Planning Commission for their review and recommendation.

Summary

On January 23, 2023, the Council received a presentation by Medina's two arborists at a Study Session. The arborists PowerPoint is provided with this document along with the Agenda Bill for the January 23, 2023 presentation. The presentation was summarized into 6 bullet points found on the last page of the attached PowerPoint. The 6 bullet points were titled *Recommended Adjustments: Short-term Solutions.*

The Council responded to the January 23, 2023 presentation with the approval of two Motions:

Proposed Council Motions:

1. *I move to direct city staff to prepare for Council consideration draft amendments to the Medina Municipal Code Chapter 16.52 Tree Management Code according to the six (6) "Short-term Solutions" bullet points as presented at the 1/23/23 meeting by our tree code consultants.*

2. *I move to direct city staff to prepare for Council consideration a plan for a comprehensive review of the Medina Municipal Code Chapter 16.52 Tree Management Code.*

Motion #1. This direction was not completed. Moreover, the procedure within the Motion is incorrect. This Agenda Bill and the accompanying motion will utilize the correct procedure and will also assure clear Council direction to the Planning Commission.

Motion #2. This direction has been pursued through budget approvals which have resulted in the staff collecting data in preparation for a request to Council to direct a review for amendments of the entire Medina Municipal Code Chapter 16.52 – Tree Management Code beginning in 2027.

Proposed Amendments

Below are the 6 bullet points *Recommended Adjustments: Short-term Solutions* as presented by Medina's two arborists at the January 23, 2023 Council Study Session. This is the same list provided to the Council at the February 23, 2026 meeting, but with simplified comments to aid in approval of the Proposed Council Motion found at the end of this document.

- **Arborist Bullet Point #1**: *Remove – "Supplemental trees in excess of those needed to meet the minimum required tree units shall not be required."*

  Comment: This refers to MMC 16.52.090.D.3(d) addressing land under development and one of the factors listed to determine the quantity of supplemental trees required to replace those removed. The arborist commented that this code section *"allows for a substantial number of trees to be removed."*

  Removal of MMC 16.52.090.D.3(d) will not cause developers to voluntarily increase the number of supplemental trees they plant. Without changing the method of calculating tree units or otherwise changing the supplemental tree quantity calculation process in its entirety, this code amendment will not increase quantity of trees in Medina or increase tree canopy.

  Recommendation for the Council's direction to the Planning Commission:
  No direction and no change. Retain the sentence as currently written in the code.

- **Arborist Bullet Point #2**: *Require species that can attain a similar canopy size to trees being removed.*

  Comment: This could be accomplished through amendments to the Medina Lists of Suitable Trees.

  Recommendation for the Council's direction to the Planning Commission:
  Review the City Arborists recommendations as highlighted in red within the Lists of Suitable Trees draft provided. Amend Chapter 16.52 – Tree Management Code to require species that can attain a similar canopy size to trees being removed.

- **Arborist Bullet Point #3**: *Expand "List of Suitable Trees" to allow select deciduous non-native species.*

  Comment: Amendments to the Medina Lists of Suitable Trees should occur.

  Recommendation for the Council's direction to allow the Planning Commission to:
  Review the City Arborists recommendations as highlighted in red within the Lists of Suitable Trees draft provided. Amend Chapter 16.52 – Tree Management Code to expand the Lists of Suitable Trees to allow select deciduous non-native species.

- **Arborist Bullet Point #4**: *Tree preservation plan shall include a report by a qualified professional that identifies compliance with code objectives.*

  Comment: With exception of trees found by our City Arborist to be hazardous and in need of removal, it is our administrative practice to require applicants to provide a report by a Certified Arborist for our review as part of all tree removal permit applications.

  Recommendation for the Council's direction to the Planning Commission:
  Amend Chapter 16.52 – Tree Management Code to require tree preservation plans include a report by a qualified professional that identifies compliance with code objectives.

- **Arborist Bullet Point #5**: *Increase minimum replacement trees to account for attrition.*

  Comment: This can be accomplished through an increase in the minimum tree credit number. Increasing the tree credits required will result in more supplemental trees being planted and that more of those trees will likely survive to maturity.

  Recommendation for the Council's direction to the Planning Commission:
  Amend Chapter 16.52 – Tree Management Code, and tree permit application forms to increase the tree credit number as recommended by the City Arborist to achieve a minimum number of replacement trees to account for attrition.

- **Arborist Bullet Point #6**: *Legacy and landmark trees: Remove "the risk of the tree declining or becoming a nuisance is unenhanced by any proposed development."*

  Comment: This is MMC 16.52.080. A.1.c. ii. which allows for a tree to not be designated as a Legacy or Landmark tree if development will damage the tree for a period of ten years. This text should be removed from the code as recommended. Confusing, difficult to apply, and can result in Legacy or Landmark tree removal.

  Recommendation for the Council's direction to the Planning Commission:
  Amend Chapter 16.52 – Tree Management Code to remove 16.52.080.A.1.c.ii.

Adoption Process Summarized

1. Council directs staff to send the Short-term Solutions to the Planning Commission for their review and recommendation.
2. Planning Commission completes a recommendation.
3. A draft ordinance is prepared by the City Attorney.
4. A public hearing is conducted by the Planning Commission regarding the draft ordinance. Planning Commission directs staff to send their recommendations to the Council.
5. The Council reviews the Planning Commission's recommendations and conducts a public hearing. Council directs staff to forward the draft ordinance to the Washington State Department of Commerce with request for an expedited review.
6. The Department of Commerce returns the draft to Medina.
7. Council approves the ordinance.

Council Priorities

This proposal furthers Council Priorities 2, 4 and 5.

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character and Community Building

Budget/Fiscal Impact: None.

Recommendation: Direct staff to forward the Short-Term Solutions defined within the Summary to the Planning Commission.

City Manager Approval:

Proposed Council Motion: I move to direct staff to forward the *Recommended Adjustments: Short-term Solutions* listed within this Agenda Bill Proposed Amendments which are highlighted in bold under Recommendation for the Council's direction to the Planning Commission to the Planning Commission for addition to the calendar and to begin immediate review and creation of a recommendation for the Council.

Tree Management Code

Medina's Arborists

SEAN DUGAN
ISA BOARD CERTIFIED MASTER ARBORIST
ASCA REGISTERED CONSULTING ARBORIST
ISA QUALIFIED TREE RISK ASSESSOR
PRINCIPAL, TREE SOLUTIONS, INC.

Andy Crossett
ISA CERTIFIED ARBORIST
ISA QUALIFIED TREE RISK ASSESSOR
WSNLA CERTIFIED PROFESSIONAL HORTICULTURALIST
OWNER TREE FROG LLC.

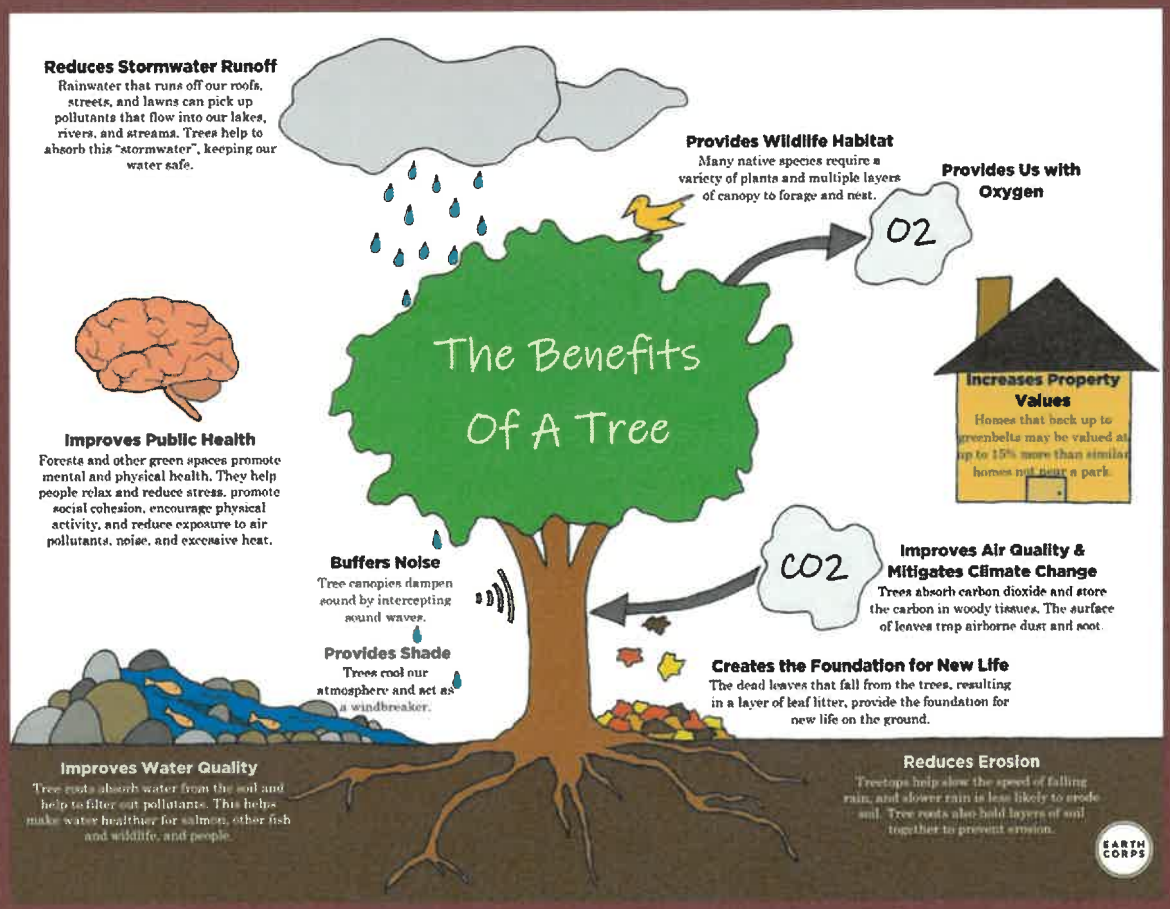
Importance of Urban Forest and Tree Canopy

Trees provide a multitude of benefits and services.

These services have value and provide numerous "assets".

Science supports that people are happier and healthier when they have access to nature.

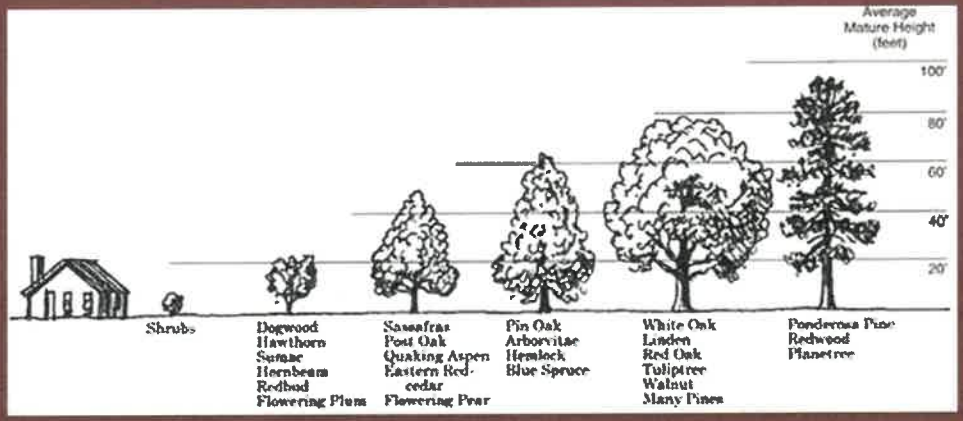
Property values are higher in areas with large mature tree canopy.



Tree Canopy is being lost in Medina

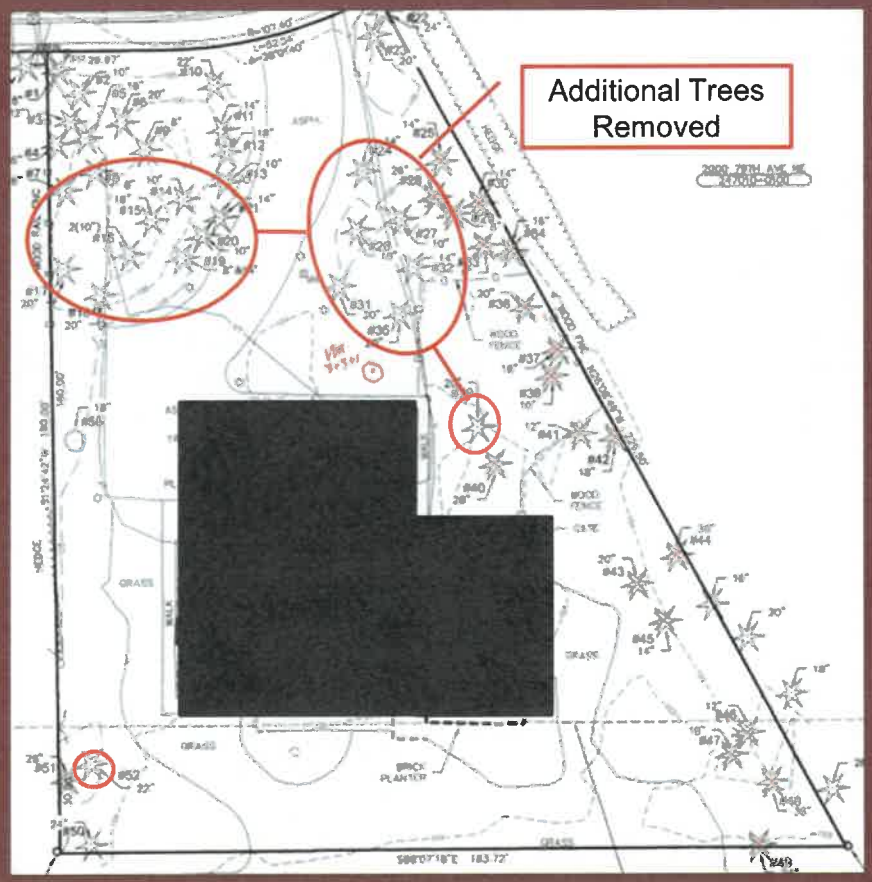
- The intent of the Tree Mangement Code is not being fully achieved.
- Significant tree canopy is being removed and not adequately being replaced.
- Tree species diversity is decreasing.
- Tree protection during construction not prioritized or realized.
- Land under development is held to a lower replacement standard then land not under development.
- Non-development projects - little to prevent indiscriminate tree removal

Development- Observations



- 2022 Code changes address design phase issues.
- Legacy and Landmark tree requirements working?
- Standards replace trees removed, not canopy lost.
- Minimum standards producing limited results:
  - "Supplemental trees in excess of those needed to meet the minimum required tree units shall not be required."
    - Attrition and replacement (significant) tree removal.
      - Future canopy loss due to construction impacts.
- Tree permits allow for building permit approval, then adjusted to meet site objectives.
- Minimum standards and supplemental planting.

Minimum Tree Standards and Canopy Preservation



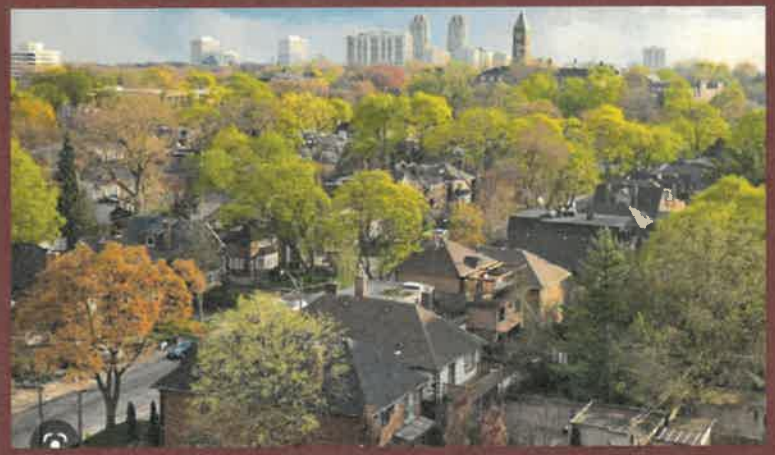
Lot Size >25K sq. Ft.
10 Tree Units Required

2016
- Significant trees removed; minimum standards achieved - no replacement required.

2022
- Significant trees proposed for removal; if approved, minimum standards achieved - no replacement required.

Development Observations - Supplemental Planting

- Purpose - Preserve the existing sylvan appearance through long-term preservation and planting of trees."
- Large tree canopy is being replaced by small tree canopy.
- Deciduous trees lack diversity, species selection driven by availability.
- Native vs. Non-native
- Native Tree Concerns:
  - Maple Decline and Sooty Bark Disease
  - Western Red Cedar Decline
  - Bronze Birch Borer/ Emerald Ash Borer
  - Port Orford Cedar – Phytophthora
  - Mt. Pine Beetle/ Blue Stain Fungus



- No tracking system to ensure supplemental trees are viable or remain after installation, as required by code.
- Measurable Goal?

Non-development Observations

- There are no restrictions in place to remove any significant, landmark, or legacy trees provided the following criteria is met:
  - *Trees are outside of critical areas and their associated setbacks*
  - *Meet the minimum retention requirements set forth in 16.52.010*
  - *Are replaced or found on property (if necessary) per 16.52.110.*
- As a result, healthy trees that are low-risk and defect/disease free could be removed for <u>any</u> reason.
- Medina currently allows several species of small trees to be used as replacements for large trees. These trees are often favored over native conifers as replacement trees.

Questions and Discussion

City of MEDINA WASHINGTON

Recommended Adjustments: Short-term Solutions

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- Remove - "Supplemental trees in excess of those needed to meet the minimum required tree units shall not be required."
- Require species that can attain a similar canopy size to trees being removed.
- Expand "List of Suitable Trees" to allow select deciduous non-native species.
- Tree preservation plan shall include a report by a qualified professional that identifies compliance with code objectives.
- Increase minimum replacement trees to account for attrition.
- Legacy and Landmark trees: Remove "the risk of the tree declining or becoming a nuisance is unenhanced by any proposed development."

CITY OF MEDINA
DEVELOPMENT SERVICES
425-233-6414
425-233-6400

Lists of Suitable Trees

PURPOSE: The suitable tree species listed under each section are for the purpose of establishing significant trees under the Medina Tree Code (Chapter 20.52 Medina Municipal Code). This list includes trees species eligible towards planting requirements.*

LIST 1: SIGNIFICANT TREE SPECIES ON PRIVATE PROPERTY**

The following trees are designated as significant tree species pursuant to MMC 20.52.050. List 1 is used in conjunction with the definition of "significant tree" set forth in MMC 20.12.200 to denote the application of the term "significant tree" in the Medina Tree Code (Chapter 20.52 MMC). Please note that not all trees in this list are eligible for credit as supplemental or restoration trees. See List 4 for tree species eligible for supplemental tree or restoration tree credit.

Subsection (g) already addresses trees that are sheared or maintained as hedges. However, there are stand-alone Leyland cypresses in Medina that exceed 30 inches in diameter and function as individual trees rather than hedge plantings. These larger specimens can provide meaningful canopy, screening, and ecological value, and may warrant consideration outside of the hedge category. Clarifying this distinction would help ensure that mature, stand-alone Leyland cypresses are evaluated appropriately rather than being grouped with hedges.

A. EVERGREENS (CONIFERS):

1. All, except the following:
   a. Leyland Cypress – Cupressocyparis leylandii
   b. Arborvitae – Thuja occidentalis
   c. Italian Cypress - Cupressus sempervirens
   d. Blue Surprise Port Orford Cedar – Chamaecyparis lawsoniana 'Blue Surprise'
   e. Wissel's Saguaro False Cypress – Chamaecyparis lawsoniana 'Wissels Saquaro'
   f. Other species not listed that typically have a crown diameter of less than 10 feet at maturity
   g. Trees planted, clipped or sheared into use as a hedge regardless of species

B. DECIDUOUS

1. All that coincide with United States Department of Agriculture hardiness zones 8b and 9a, except the following:
   a. Swedish Aspen – Populus tremula "Erecta'
   b. Skyward Bald Cypress – Taxodium districhum 'Skyward'
   c. Other species not listed that typically have a crown diameter of less than 10 feet at maturity
   d. Trees planted, clipped or sheared into use as a hedge regardless of species

Trees identified on the King County Weed of Concern or Class C weed list, while not regulated, are known to be problematic and should also be added to the non-significant tree list. This includes species such as English holly, horse chestnut, Norway maple, European mountain ash, and black locust. All of these species are non-native, are known to naturalize and compete with native trees, and should be discouraged from planting.

https://kingcounty.gov/en/dept/dnrp/nature-recreation/environment-ecology-conservation/noxious-weeds/identification-control/noxious-weeds-list

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* *The list of native trees are those that are naturally occurring and propagating in the Puget Sound lowlands in the last 100 years and coincide with the USDA hardiness zone 8b.*

** *Private property includes state highway right-of-way.*

Note: *The USDA Plant Hardiness Zones helps determine which plants are most likely to thrive at a location. The zones are based on the average annual minimum winter temperature, divided into 10-degree F zones.*

LIST 2: SIGNIFICANT TREE SPECIES ON CITY RIGHTS-OF-WAY

This list shall apply only where a tree is removed from city rights-of-way. It is used to distinguish significant and non-significant trees. Tree species eligible for replacement credit in the city right-of-way are set forth in List 6 and 7.

This specifically relates to the following code section and implies the City may allow removal of a healthy "non-significant" right-of-way tree:

16.52.200 – City Tree Removals

D. Removal of a city tree located within an open or closed city right-of-way **may** be allowed for the following:

Any tree having less than a ten-inch diameter breast height size; and any trees not included on the "City of Medina Suitable Tree Species List" for the right-of-way having less than a 36-inch diameter breast height size.

Because these trees fall below the size threshold or are not included on the City's suitable species list, they may be considered non-significant and therefore eligible for removal at the City's discretion, even when the tree is otherwise healthy, non-hazardous, and not a nuisance.

Is this distinction necessary?

A. EVERGREENS (CONIFERS) - NATIVE:

1. Lawson Cypress – Chamaecyparis lawsoniana
2. Alaska Yellow Cedar – Chamaecyparis nootkatensis
3. Western Red Cedar – Thuja plicata
4. Douglas Fir – Pseudotsuga menziesii
5. Engelmann Spruce – Picea engelmannii
6. Grand Fir – Abies grandis
7. Pacific Silver Fir – Abies amabilis
8. Rocky Mountain Juniper – Juniperous scopulorum
9. Mountain Hemlock – Tsuga mertansiana
10. Western Hemlock – Tsuga heterophylla
11. Shore Pine – Pinus contorta var. contorta
12. Sitka Spruce – Picea sitchensis
13. Western White Pine – Pinus monticola

B. EVERGREENS (CONIFERS) – NON-NATIVE:

1. None

C. DECIDUOUS - NATIVE:

1. Pacific or Western Flowering Dogwood -- Cornus nuttallii
2. Vine Maple --Acer circinatum
3. Red Alder --Alnus rubra
4. Western Hazelnut -- Corylus cornuta
5. Oregon Ash -- Fraxinus latifolia
6. Narrow-leaved Cherry – Prunus emarginata var. mollis
7. Western Serviceberry - Amelanchier alnifolia
8. Black Hawthorn - Crataegus douglasii
9. Cascara - Rhamnus purshiana
10. Oregon White Oak - Quercus garryana
11. Pacific Crabapple - Malus fusca
12. Pacific Willow - Salix lasiandra

D. DECIDUOUS – NON-NATIVE:

1. None

LIST 3: LEGACY TREE SPECIES LIST

The following trees are Legacy Tree species that if the criteria in MMC 20.52.120 are present are subject to the replacement requirements for a Legacy Tree.

A. EVERGREENS (CONIFERS):

1. Lawson Cypress – Chamaecyparis lawsoniana
2. Alaska Yellow Cedar – Chamaecyparis nootkatensis
3. Western Red Cedar – Thuja plicata
4. Douglas Fir – Pseudotsuga menziesii
5. Grand Fir – Abies grandis
6. Mountain Hemlock – Tsuga mertansiana
7. Western Hemlock – Tsuga heterophylla
8. Pacific Madrone – Arbutus menziesii
9. Shore Pine – Pinus contorta var. contorta
10. Western White Pine – Pinus monticola
11. Sitka Spruce – Picea sitchensis

Expand this list to include additional non-native conifer species that are well-suited to the Pacific Northwest and capable of reaching large stature. This could include conifer species such as deodar cedar, Atlas cedar, Lebanese cedar, giant sequoia, coast redwood, dawn redwood, European larch, and ponderosa pine, all of which grow well in the regional climate and are capable of reaching at least 50 inches in diameter under appropriate conditions.

B. DECIDUOUS:

1. None

LIST 4: TREE SPECIES ELIGIBLE FOR CREDIT ON PRIVATE PROPERTY

This list establishes eligibility requirements for receiving supplemental tree unit or restoration credits under MMC 20.52.130 and MMC 20.52.150 respectively. This list is used for determining existing trees that may be included as credit; and new tree plantings on private property that are eligible for credit. The list of native species in Sub-list 4A and 4C apply to determining tree retention requirements in MMC 20.52.110.

A. EVERGREENS (CONIFEROUS) - NATIVE:

1. Lawson Cypress – Chamaecyparis lawsoniana
2. Alaska Yellow Cedar – Chamaecyparis nootkatensis
3. Western Red Cedar – Thuja plicata
4. Douglas Fir – Pseudotsuga menziesii
5. Engelmann Spruce – Picea engelmannii
6. Grand Fir – Abies grandis
7. Pacific Silver Fir – Abies amabilis
8. Rocky Mountain Juniper – Juniperous scopulorum
9. ~~Mountain Hemlock – Tsuga mertansiana~~
10. Western Hemlock – Tsuga heterophylla
11. Shore Pine – Pinus contorta var. contorta
12. Sitka Spruce – Picea sitchensis
13. Western White Pine – Pinus monticola

Exclude small trees from the list 4. Developers tend to favor the first three species, as they are inexpensive and readily available.

Mountain hemlock is a very slow-growing tree with a relatively small canopy.

Dwarf Hinoki cypress is also slow-growing and develops a small canopy.

Vine maple is more of a small, shrubby tree and does not provide substantial canopy cover.

Red alder is a short-lived native and a pioneering species that converts atmospheric nitrogen into plant-available nitrogen in soils. It is common, relatively weak-wooded, and is not typically available in a code-compliant planting size.

Western hazelnut is more accurately characterized as a large shrub than a tree. Also not typically available in code compliant size.

B. EVERGREENS (CONIFEROUS) – NON-NATIVE:

1. Korean Fir – Abies koreana
2. Spanish Fir – Abies pinsapo
3. White Fir – Abies concolor
4. Incense Cedar – Calocedrus decurrens
5. Deodar Cedar – Cedrus deodara
6. Atlas Cedar – Cedrus atlantica
7. Cedar of Lebanon – Cedrus libani
8. Moss Cypress – Chamaecyparis pisifera
9. ~~Dwarf Hinoki Cypress – Chamaecyparis obtusa~~
10. Smooth-barked Arizona Cypress – Cupressus glabra
11. Dawn Redwood – Metasequoia glyptostroboides
12. Swiss Stone Pine – Pinus cembra
13. Austrian Black Pine – Pinus nigra
14. Japanese Black Pine – Pinus thunbergii
15. Japanese Red Pine – Pinus densiflora
16. Japanese Cryptomeria – Cryptomeria japonica
17. Serbian Spruce – Picea omorika
18. Umbrella Pine – Sciadopitys verticillata
19. Bald Cypress – Taxodium distichum
20. Hiba Cedar – Thujopsis dolobrata
21. Canadian Hemlock – Tsuga candadensis

C. DECIDUOUS - NATIVE:

1. Pacific or Western Flowering Dogwood -- Cornus nuttallii
2. ~~Vine Maple --Acer circinatum~~
3. ~~Red Alder --Alnus rubra~~
4. ~~Western Hazelnut -- Corylus cornuta~~
5. Oregon Ash -- Fraxinus latifolia
6. Narrow-leaved Cherry – Prunus emarginata var. mollis
7. Western Serviceberry - Amelanchier alnifolia
8. Black Hawthorn - Crataegus douglasii
9. Cascara - Rhamnus purshiana
10. Oregon White Oak - Quercus garryana
11. Pacific Crabapple - Malus fusca
12. Pacific Willow - Salix lasiandra

D. DECIDUOUS – NON-NATIVE:

1. None

LIST 5: REPLACEMENT TREE SPECIES FOR CREDIT ON CITY RIGHTS-OF-WAY

The following trees are designated as eligible for receiving replacement credit on the city right-of-way. Trees planted in the rights-of-way shall ensure that sight-distance requirements are maintained and utilities will not become encumbered. If overhead power distribution or transmission lines are within 20 horizontal feet of the planting location, the replacement tree species shall be selected from List 6.

A. EVERGREENS (CONIFERS) - NATIVE:

1. Lawson Cypress – Chamaecyparis lawsoniana
2. Alaska Yellow Cedar – Chamaecyparis nootkatensis
3. Western Red Cedar – Thuja plicata
4. Douglas Fir – Pseudotsuga menziesii
5. Engelmann Spruce – Picea engelmannii
6. Grand Fir – Abies grandis
7. Pacific Silver Fir – Abies amabilis
8. Rocky Mountain Juniper – Juniperous scopulorum
9. Mountain Hemlock – Tsuga mertansiana
10. Western Hemlock – Tsuga heterophylla
11. Shore Pine – Pinus contorta var. contorta
12. Sitka Spruce – Picea sitchensis
13. Western White Pine – Pinus monticola

B. EVERGREENS (CONIFERS) – NON-NATIVE:

1. Korean Fir – Abies koreana
2. Spanish Fir – Abies pinsapo
3. White Fir – Abies concolor
4. Incense Cedar – Calocedrus decurrens
5. Deodar Cedar – Cedrus deodara
6. Atlas Cedar – Cedrus atlantica
7. Cedar of Lebanon – Cedrus libani
8. Moss Cypress – Chamaecyparis pisifera
9. Dwarf Hinoki Cypress – Chamaecyparis obtusa
10. Smooth-barked Arizona Cypress – Cupressus glabra
11. Dawn Redwood – Metasequoia glyptostroboides
12. Swiss Stone Pine – Pinus cembra
13. Austrian Black Pine – Pinus nigra
14. Japanese Black Pine – Pinus thunbergii
15. Japanese Red Pine – Pinus densiflora
16. Japanese Cryptomeria – Cryptomeria japonica
17. Serbian Spruce – Picea omorika
18. Umbrella Pine – Sciadopitys verticillata
19. Bald Cypress – Taxodium distichum
20. Hiba Cedar – Thujopsis dolobrata
21. Canadian Hemlock – Tsuga candadensis

C. DECIDUOUS - NATIVE:

1. Pacific or Western Flowering Dogwood -- Cornus nuttallii
2. ~~Vine Maple --Acer circinatum~~
3. ~~Red Alder --Alnus rubra~~
4. ~~Western Hazelnut -- Corylus cornuta~~
5. Oregon Ash -- Fraxinus latifolia
6. Narrow-leaved Cherry – Prunus emarginata var. mollis
7. Western Serviceberry - Amelanchier alnifolia
8. Black Hawthorn - Crataegus douglasii
9. Cascara - Rhamnus purshiana
10. Oregon White Oak - Quercus garryana
11. Pacific Crabapple - Malus fusca
12. Pacific Willow - Salix lasiandra

Exclude the following small trees from the list 5.

Vine maple is more of a small, shrubby tree and does not provide substantial canopy cover.

Red alder

Western hazelnut

D. DECIDUOUS – NON-NATIVE:

1. None

LIST 6: TREE SPECIES FOR CREDIT IN RESTRICTED CITY RIGHT-OF-WAY

The tree species in List 7 shall be used for replacement credit in those locations identified as “Restricted R.O.W” in the Medina Landscape Plan set forth in Figure 3 of the Community Design Element of the Medina Comprehensive Plan. The city may accept other tree species not on the list for replacement credit provided the tree is an appropriate species to be planted where overhead utility lines or view corridors necessitate lower tree heights.

LIST 7: LOW-GROWING TREE SPECIES SUITABLE NEAR POWER LINES

The tree species in this list may be used for replacement credit when replacement trees are planted under or within 20 horizontal feet of overhead power distribution and transmission lines. The city may accept non-native tree species in this list and other non-native tree species not on the list for replacement credit provided the tree is an appropriate species to be planted near power lines.

A. EVERGREENS:

1. Mugo Pine – Pinus mugo
2. Tanyosho Pine – Pinus densiflora ‘Umbraculifera’
3. Dwarf Hinoki Cypress – Chamaecyparis obtusa 'Nana gracilis'
4. Chinese Juniper – Juniperus chinensis
5. Swiss Stone Pine – Pinus cembra
6. Japanese Umbrella Pine – Sciadopitys verticillata
7. Bristlecone Pine – Pinus aristata
8. Dwarf Japanese Red Pine – Pinus densiflora sp

B. DECIDUOUS:

1. Vine Maple – Acer circinatum
2. Amur Maple – Acer ginnala
3. Rocky Mountain Maple – Acer grandidentatum
4. Paperbark Maple – Acer griseum
5. Japanese Maple – Acer palmatum
6. Pacific Serviceberry – Amelanchier alnifolia
7. Western Serviceberry – Amelanchier grandiflora
8. Japanese Hornbeam – Carpinus japonica
9. Eastern Redbud – Cercis canadensis
10. Corneliancherry Dogwood – Cornus mas
11. Japanese Dogwood – Cornus officinalis
12. European Filbert – Corylus avellana
13. Smoketree – Cotinus sp.
14. Hawthorn – Crataegus sp.
15. Goldenrain Tree – Koelreuteria paniculata
16. Galaxy Magnolia – Magnolia 'Galaxy'
17. Star Magnolia – Magnolia stellata
18. Lily Magnolia – Magnolia liliiflora
19. Victoria Southern Magnolia – Magnolia grandiflora 'Victoria'
20. Carmine Crabapple -- Malus x atrosanguinea
21. Sargent Crabapple – Malus sargentii
22. Pink Perfection Crabapple – Malus 'Pink Perfection'
23. Radiant Crabapple – Malus 'Radiant'
24. Strathmore Crabapple – Malus 'Strathmore'
25. Persian Parrotia – Parrotia persica
26. ~~Flowering Cherry/Plum – Prunus sp.~~
27. Amur Chokecherry – Prunus maackii
28. Mt. Fuji Flowering Cherry – Prunus serrulata 'Shirotae'
29. Staghorn Sumac – Rhus typhina
30. Red Cascade Mountain Ash – Sorbus americana 'Dwarfcrown'
31. Japanese Stewartia – Stewartia pseuocamellia
32. Japanese Snowbell – Styrax japonicus
33. Japanese Tree Lilac – Syringa reticulata

Flowering plum is notoriously difficult to manage under power lines. It readily produces vertical sucker growth along branches and responds aggressively with additional suckering when pruned. It is also a relatively short-lived species that is prone to disease and has relatively weak wood.

SOURCE FOR IDENTIFYING NATIVE SPECIES:

- Kruckerberg, Arthur R. *Gardening with Native Plants of the Pacific Northwest – an illustrated guide*. Seattle: University of Washington Press, 1982. Print.
- Arno, Stephen F. and Hammerly, Ramona P. *Northwest Trees – identifying and understanding the regions native trees*. Seattle: The Mountaineers, 1977. Print.
- Hitchcock, C. Leo and Cronquist, Arthur. *Flora of the Pacific Northwest – an illustrated manual*. Seattle: University of Washington Press, 1973. Print.
- Breen, Patrick. *Oregon State University Department of Horticulture Landscape Plants – Images, identification and information (*http://oregonstate.edu/dept/ldplants/, September 12, 2013). Corvallis, OR 97331-4501, USA.
- USDA, NRCS. 2013. *The PLANTS Database* (http://plants.usda.gov, 19 September 2013). National Plant Data Team, Greensboro, NC 27401-4901 USA.
- USDA Plant Hardiness Zone Map, 2012. Agricultural Research Service, U.S. Department of Agriculture. Accessed from http://planthardiness.ars.usda.gov.

MEDINA, WASHINGTON

AGENDA BILL

Monday, Date, 2026

Subject/Topic: Public Safety Sales Tax **Dept. Origin:** Police Department **Category:** Council Business **Prepared by:** Jennifer Robertson, City Attorney **Attachments:** 1. Ordinance No.1054	**Proposed Council Action/Motion:** ☐Information Only ☐Receive and File ☐Discuss ☐Provide Direction ☐Public Hearing ☒**Adopt/Approve** ☐Other:

Proposed Council Action

The Council will be asked to adopt Ordinance No. 1054 imposing a one-tenth of one percent (0.1%) sales tax for public safety services. This will make Medina eligible to apply for a public safety grant in the amount of $125,000 per year for three years.

Summary

A. Legislative History.

During the 2025 supplemental legislative session, the Washington State Legislature passed ESHB 2015[1], which allows the legislative authorities of cities and counties to impose a sales and use tax of 0.1% for criminal justice purposes. Cities or counties are eligible to impose this tax only if the city or county meets the requirements to receive funding from the grant program created under the same act. Additionally, cities or counties are qualified if voters have not repealed by referendum a tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose a tax pursuant to RCW 82.14.450 in the past 12 months. Medina meets these requirements.

B. Purpose.

This is being brought forward as the opportunity to obtain grant funding is happening now. There is a grant deadline of March 31, 2026 for the City to apply for the $125,000 per year funding. In order to be eligible, the City must have adopted the public safety sales and use tax. Approving the sales and use tax will also provide authority for the City to apply for the public safety grant.

[1] Section 201, Chapter 350, Laws of Washington 2025.

C. Required Program Procedures.

To impose the public safety sales and use tax, the city must submit documentation to the Criminal Justice Training Commission ("CJTC") showing it meets the grant program requirements. To qualify for the grant program, and in turn to impose the public safety sales and tax in turn, the law enforcement agency must have:

- Issued and implemented policies and practices consistent with RCW 43.17.425 and 10.93.160, and the office of the attorney general's keep Washington working act guide, model policies, and training recommendations for state and local law enforcement agencies;
- Participated in commission training as required by RCW 43.101.455 and 36.28A.445;
- Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the office of the attorney general's model policies, and all other commission and attorney general model policies regarding use of force for law enforcement including, but not limited to, duty to intervene and training and use of canine teams;
- Implemented use of force data collection and reporting consistent with chapters 10.118 and 10.120 RCW when the program is operational, as confirmed by a notice from the attorney general's office to all police chiefs and sheriffs;
- Issued and implemented policies and practices consistent with chapters 7.105 and 9.41 RCW and the commission model policies and training addressing firearm relinquishment pursuant to court orders;
- A 25% officer completion rate with the commission's forty-hour crisis intervention team training;
- 100% officer compliance rate for those officers required to complete trauma-informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by the commission pursuant to RCW 43.101.272 and 43.101.276, and if requested by the commission, participated in agency case reviews;
- Received funding from a sales and use tax authorized pursuant to RCW 82.14.340;
- A police chief who is certified by CJTC, and who has not been convicted of a felony anywhere in the United States or under foreign law, or been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption; and
- Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force, carrying or the use of firearms or other weapons, or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers,

including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the agency and used only when on duty.

The CJTC, in consultation with the Attorney General's Office, has 45 days to verify the submission or notify the agency of any deficiencies. If any deficiencies are identified, the legislative authority may still authorize the tax, conditioned on the submission of supplemental documentation addressing the deficient areas, after which CJTC will have an additional 45 days to verify compliance. If full compliance is not achieved within 180 days of the initial submission, the State Treasurer will withhold $100,000 per month from the tax proceeds until the CJTC verifies compliance.

Although the CJTC has not yet created the program structure establishing how cities should submit documentation, the law specifically states that a city or county that wishes to impose the tax may submit documentation to the commission before the commission finalizes the form and manner of such submittals and may not be penalized for doing so.

D. Use of Revenue is Restricted to Criminal Justice Purposes.

Once the tax is implemented, revenues collected must be used for criminal justice purposes. Criminal justice purposes means activities that substantially assist the criminal justice system, which includes public safety funding and may also include circumstances where ancillary benefit to the civil justice and behavioral health systems occur, including domestic violence services, staffing adequate public defense counsel, diversion programs, reentry work for incarcerated individuals, programs that have a reasonable relationship to reducing the numbers of people interacting with the criminal justice system, programs improving behavioral health, reducing incidents of homelessness, community placements for juvenile offenders, and community outreach and assistance programs.

The Police Department would like to use these funds with the grant funds to hire another position in the MPD. If the grant application is not approved, then the funds can be uses for other police purposes, or for criminal justice purposes as directed by the Council.

E. Effective date.

Sales tax rate changes may only take effect on January 1, April 1, or July 1, and no sooner than 75 calendar days after DOR receives notice of the change (RCW 82.14.055). Therefore, this tax would begin to be collected on **July 1, 2026**. King County approved this tax on July 22, 2025, and other cities are moving forward with implementation.

Council Priorities

This proposal furthers Council Priorities 1, 3 ,and 4.

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government

4. Public Safety and Health
5. Neighborhood Character and Community Building

Budget/Fiscal Impact: This tax is expected to raise approximately $25,000 per year for Medina.

Recommendation: Adoption

City Manager Approval:

Proposed Council Motions: "I move approval of Ordinance No. 1054 relating to the implementation of a Public Safety Sales and Use Tax for Criminal Justice Purposes; adding a new Chapter 3.66 'Public Safety Sales and Use Tax' to the Medina Municipal Code; authorizing the city to apply for a state public safety grant; providing for severability and corrections; and establishing an effective date.

Time Estimate: 30 minutes

CITY OF MEDINA, WASHINGTON

Ordinance No. 1054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, RELATING TO THE IMPLEMENTATION OF A PUBLIC SAFETY SALES AND USE TAX FOR CRIMINAL JUSTICE PURPOSES; ADDING A NEW CHAPTER 3.66 PUBLIC SAFETY SALES AND USE TAX TO THE MEDINA MUNICIPAL CODE; AUTHORIZING THE CITY TO APPLY FOR A STATE PUBLIC SAFETY GRANT; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Medina currently provides many regional and local services which advance community health and public safety through the criminal justice system; and

WHEREAS, the City's public safety expenses are increasing annually, creating negative budget impacts and the inability to maintain services at their current level or expand to address increased demands on community health and public safety programs; and

WHEREAS, During the 2025 supplemental legislative session, the Washington State Legislature passed ESHB 2015 (Section 201, Chapter 350, Laws of Washington 2025), which allows the legislative authorities of cities and counties to impose a sales and use tax of 0.1% for criminal justice purposes; and

WHEREAS, through Section 201, Chapter 350, Laws of Washington 2025, the Washington State Legislature has authorized the legislative authority of a qualified city to implement, by resolution or ordinance, a sales and use tax by June 30, 2028; and

WHEREAS, in order to be eligible to implement the authorized public safety sales and use tax, the City must meet the requirements to receive the public safety grant authorized in Section 201, Chapter 350, Laws of Washington 2025, and must issue and implement policies and procedures as required under the law; and

WHEREAS, the City, through its law enforcement agency, will submit documentation to the Criminal Justice and Training Commission ("CJTC") concurrently with the adoption of this ordinance, demonstrating that it has met the requirements of Section 201, Chapter 350, Laws of Washington 2025, and is eligible to receive the public safety grant and to implement the public safety sales and use tax, and will submit any additional documentation required by the CJTC to obtain such eligibility; and

WHEREAS, the authorized tax is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the State pursuant to Chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the city; and

WHEREAS, the rate of tax shall be equal to one-tenth of one percent (0.1%) of the selling price, in the case of sales tax, or value of the article used, in the case of a use tax; and

WHEREAS, revenue received from the public safety sales and use tax must be used for criminal justice purposes, meaning activities that substantially assist the criminal justice system, including circumstances where ancillary benefits to civil justice and behavioral health system occur, which may include domestic violence victim services, staffing of adequate public defense counsel, diversion programs, reentry work for incarcerated individuals, programs that have a reasonable relationship to reducing the number of individuals interacting with the criminal justice system, improving behavioral health, reducing incidents of homelessness, community placements for juvenile offenders, and community outreach and assistance programs; and

WHEREAS, cities implementing the public safety sales and use tax shall, within one calendar year of implementation of the tax, and annually thereafter, make a report to the Association of Washington Cities ("AWC") and such report shall include information on how the revenues received from the public safety sales and use tax were expended by the city; and

WHEREAS, the City Council finds that it is in the best interests of the public health, safety, and welfare of its citizens to implement the public safety sales and use tax of one-tenth of one percent (0.1%), effective January 1, 2026, and use the revenues collected for criminal justice purposes; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The findings and recitals set forth above are hereby adopted and incorporated by reference.

Section 2. New Chapter 3.66 Imposing Tax. A new chapter is hereby added to the Medina Municipal Code, Chapter 3.66 entitled "Public Safety Sales and Use Tax" to read as follows:

CHAPTER 3.66

PUBLIC SAFETY SALES AND USE TAX

Sections

3.66.010 Tax imposed.

3.66.020 Applicability of tax.

3.66.030 Administration and collection.

3.66.040 Allowable uses of tax receipts.

3.66.050 Violation and penalty.

3.66.050 Violation and penalty.

3.66.010 Tax imposed.

Effective beginning July 1, 2026, an additional one-tenth of one percent (0.1%) sales and use tax, as authorized by Section 201, Chapter 350, Laws of Washington 2025, is hereby levied, fixed, and imposed on all taxable events within the city as defined in RCW 82.14.020, as currently enacted or later amended. The sales and use tax imposed pursuant to this chapter shall be in addition to all other sales and use taxes imposed by the city

3.66.020 Applicability of tax.

The tax imposed pursuant to this chapter shall be imposed upon and collected from those persons from whom sales tax or use tax is collected in accordance with chapter 82.08, 82.12, and 82.14 RCW, and shall be collected at the rate of one-tenth of one percent of (a) the selling price, in the case of a sales tax; or (b) the value of the article used, in the case of a use tax.

3.66.030 Administration and collection.

The administration and collection of the tax imposed by this chapter shall be in accordance with the provisions of RCW 82.14.050.

3.66.040 Allowable uses of tax receipts.

Moneys received by the city from the tax imposed under this chapter must be expended for Criminal Justice Purposes. As used in this chapter, “Criminal Justice Purposes” means activities that substantially assist the criminal justice system, which may include circumstances where ancillary benefit to the civil justice behavioral health system occurs, and which includes:

A. Domestic violence services, such as those provided by domestic violence programs, community advocates, and legal advocates, as those terms are defined in RCW 70.123.020;
B. Staffing adequate public defenders to provide appropriate defense for individuals;
C. Diversion programs;
D. Reentry work for inmates
E. Local government programs that have a reasonable relationship to reducing the numbers of people interacting with the criminal justice system including, but not limited to, reducing homelessness or improving behavioral health;
F. Community placements for juvenile offenders; and
G. Community outreach and assistance programs, alternative response programs, and mental health crisis response including, but not limited to, the recovery navigator program.

3.66.050 Violation and penalty.

Any seller who fails or refuses to collect the tax imposed by this chapter with the intent to violate the provisions of this chapter or to gain some advantage or benefit, whether direct or indirect, and any buyer who refuses to pay any tax due under this chapter shall be guilty of a misdemeanor.

3.66.060 Annual reporting.

The finance director shall, within one calendar year of imposition of the tax imposed under this chapter, and annually thereafter, make a report to the Association of Washington Cities on how the moneys received by the city from the tax were expended.

Section 3. **Documentation to CJTC.** The City Council requests that the City Manager or his designee submit all required documentation to the Criminal Justice Training Commission demonstrating that the City meets the requirements of Section 101, Chapter 350, Laws of Washington 2025, as described in Section 1 of this Ordinance. Such documentation shall be submitted in a form and manner prescribed by the Criminal Justice Training Commission. The City shall timely rectify any deficiencies identified by the Commission.

Section 4. **Notice to Department of Revenue.** The City Council requests that the City Manager or designee submit a copy of this Ordinance to the Washington State Department of Revenue and take all other reasonable steps necessary to collect the tax imposed by this Ordinance.

Section 5. **Authority to Apply for Grant.** The City Manager or designee is authorized to take all actions necessary apply for the grant funds as set forth in ESHB 2015 (Section 201, Chapter 350, Laws of Washington 2025).

Section 6. 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 of any other section, sentence, clause, or phrase of this ordinance.

Section 8. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 9. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 0. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. Pursuant to Section 2, above, the tax imposed by this Ordinance shall take effect on July 1, 2026.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 9th DAY OF MARCH BY A VOTE OF ___ FOR, ___AGAINST, AND ___ ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 9TH DAY OF MARCH, 2026.

_____
Jessica Rossman, Mayor

Approved as to form:
Inslee Best Doezie & Ryder, P.S.

_____
Jennifer R. Robertson, City Attorney

Attest:

_____
Dawn Nations, Acting City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: 1054/ AB

MEDINA, WASHINGTON

AGENDA BILL

Monday, February 23rd 2026

Subject/Topic: Draft Planning Commission Work Plan **Dept. Origin:** City Council **Category:** City Business **Prepared by:** Jeff Swanson, City Manager **Attachments:** None	Proposed Council Action/Motion: ☐Information Only ☐Receive and File ☒**Discuss** ☒**Provide Direction** ☐Public Hearing ☐Adopt/Approve ☐Other:

Proposed Council Action

Discuss and provide direction on the draft Planning Commission work plan.

Summary

The City Council and Planning Commission met jointly on February 24, 2026 to consider projects and priorities for a Planning Commission work plan. Attached is a draft work plan integrating the input received for City Council consideration and direction.

As the group nominated tasks and projects for consideration, a couple of items were proposed that were not articulated on the full list in the precise manner proposed. The draft work plan attempts to incorporate these items as priorities as well as:

- Provide reasonable consolidation of items for efficiency,
- Continue with and complete in process items,
- Complying with state mandates and periodic review requirements on schedule, and
- Be timely and responsive to application-driven items.

Attachments:

(1) Draft Planning Commission Work Plan
(2) Dot voting exercise

Council Priorities

This proposal furthers Council Priorities 2, 3, and 5.

1. Financial Stability and Accountability

2. **Quality Infrastructure**
3. **Efficient and Effective Government**
4. Public Safety and Health
5. **Neighborhood Character and Community Building**

Budget/Fiscal Impact: No change/impact to current levels of appropriations.

Recommendation: Discuss and provide direction on the draft Planning Commission work plan.

City Manager Approval:

Proposed Council Motion: [After discussion and possible modification]

"I move to approve the draft Planning Commission work plan as presented."

7: Tree Management Code Update ++ 6

8: GPLB ++ 10

5: Fiber 3

9: Bulk ++++ 8

14: ROW Vision ++++ 5

44: Wine Garden 2

12: Green Stock 6

17 & 31: AFF. Housing & Comp Plan Amendments + 2

55: Const. Truck Fee (Fee discussion writ large)

32: Util Undergrounding + 1

20: Lot Splitting 1

{Take OFF state mandates/compliance
Must do livability
Long range planning projs.} 3

27: CFPs

10: Outdoor lighting 5

{Integrated Comp. Planning (Opticos)} + 8

Prioritized?	Project Title	Category	Description	Deadline (if any)	Review Process	Project Status	Project Status Comments
Y	Annual Code Updates	Minor Code Work	(1) Sign Code Update with Construction Activities Permit Updates (CAP): New noticing of development projects requires that the Medina sign code be updated to conform. (2) Separation of structures: Buildings and structures under the MMC that are 6'-0 and less apart are considered one for building height calculation. This can skew the allowed combined height. This should be evaluated for potential amendment. Budget required for Planner and City Attorney. (3) Review maximum number of uses at a pier: Recently permitted a joint use pier with 9-separate lifts. Budget requited for Planner and City Attorney. (4) Private Sport Court Noise: Evaluate common noise mitigations for potential MMC amendment. (5) Street Vacation Code: Code review/updates (6) Nuisance Noise Regulations: Construction hours, garbage pickup hours, GPLB use. Code review/updates (7) Review Parks Code: Wine Garden Allowance for City Events (8) Development Code Definition Additions: "Secretary" of Planning Commission. "Green Roof". "Impervious/Pervious Surface". "Right of Way Tree". "Cabana". "Noxious Weed". "Proof of Ownership". "Substructure". "Contiguous". Possibly others. (9) Code Enforcement Chapter 1.15 MMC Update: MMC 1.15 should be evaluated for updating throughout. Enforcement process needs better definition. Fine table out of date. (10) Development Agreement Code: Code review/updates (11) Require Site Plan Approvals: Code amendments making site plan review/approvals compulsory. (12) Property Entrance Wiring Code Update: Evaluate MMC 16.41.020 for clarification regarding development project electrical wiring undergrounding. (13) Update Non-administrative Variance Policy/Code.			In Process	
Y	Tree Management Code Updates	Significant Planning/Code Work	MMC Chapter 16.52 updates according to previous direction by the Council. A review of the Tree Management Code and potential conversion to an "Urban Forest" code. Addressing enforcement process, including protocol for weekend tree removal activity oversight.	2026	Planning Commission, DOC, SEPA. Council Approval	In Process	In Process. Concepts from arborists received. Council directed action toward code amendments. Development Services Director will develop the concepts with the City Arborist for the City Attorney to draft the MMC amendments.
Y	Bulk	Significant Planning/Code Work	Adopt IOC and develop permanent code addressing development regulations responding to community concerns about bulk.	2026	Council	In Process	In Process. IOC adopted 2/23/2026. Pending referral to Planning Commission.
Y	Outdoor Lighting	Significant Planning/Code Work	New ordinance. "Dark Sky". Uses Outdoor Lighting IOC as basis. Review and approval process anticipated to be complete mid-summer 2026. A second extension of the Outdoor Lighting IOC will be required.	2026	Planning Commission, DOC, SEPA. Council Approval	In Process	In Process. Planning Commission work is on-going with topic introduction 1/24/26. PC will continue review on 3/24/26.
	Telecommunications Code Update	Significant Planning/Code Work	MMC Telecommunications/Wireless code Chapters 15 and 16 require review to assure consistency with changing laws and to assure process is accurate. Budgeted $50,000 in 2026 for telecom specialist consutlant and/or City Attorney.	2026	Council	In Process	In process. Appropriation for 2026 in budget.
Y	Right of Way Vision	Significant Planning/Code Work	(1) Develop and pursue a strategy to update the comprehensive plan and municipal code to globally address challenges with City rights-of-way through community-supported improvements to design elements, standards for sidewalks and vegetation, and preservation of neighborhood and community character. (2) Increase code compliance in rights-of-way. (3) Review street design standards and address traffic safety/mobility and reducing impact of vertical curves. (4) Pedestrian mobility plan city-wide; capital project priorities; Points Loop Trail	TBD	TBD	In Process	In Process: scoping discussions with City Council, Planning Commission, and Park Board have occurred.

Prioritized?	Project Title	Category	Description	Deadline (if any)	Review Process	Project Status	Project Status Comments
Y	Affordable Housing	Compliance	The GMA requries that development regulations be adopted that implement the Comprehensive Plan. While Medina timely adopted its periodic update to its Comprehensive Plan in 2024, development regulations related to affordable housing should be adopted by ordinance. HB 1220. RCW 36.70A.020	12/31/2024	TBD	Not started	
	Conversion of nonresidential construction to residential	Compliance	Creates circumstances where conversions of existing buildings into residential construction do not need to comply with energy code requirements. Prohibits cities from requiring a change of use permit for conversions to residential use. Limited applicability to Medina, but code updates required. HB 1757. RCW 35A.24.440. RCW 35.21.990.	6/30/2026		Not started	
	2024 State Building Code Update	Compliance	Requires the inclusion of an evaluation of Bellevue Fire Department codes and affect on Medina.	5/3/2027	Council	Not started	
Y	Residential lot splitting	Compliance	Requires cities to allow for the division of a residential lot into 2 lots by administrative decision. This does not apply to lots that are "unbuildable" due to critical areas or shorelines. HB 1096. RCW 36.70A.635	7/27/2027		Not started	
	Unit lot subdivisions	Compliance	Cities are required to allow unit lot subdivisions, which is a system of land division that allows a more creative use of "children" and "parent" lots to meet the development and public use requirements for the subdivision. Note: although cities have untul July 2027 to adopt ordinances implementing this statute, the statute is still applicable and if Medina received an application for a unit lot subdivision, it would have to be reviewed as per RCW 58.17.020 and RCW 58.17.060. SB 5559.	7/27/2027		Not started	
	Siting of childcare centers	Compliance	Cities must allow childcare centers as an outright permitted use in all zones other than industrial zones and open space zones. This use has to be allowed outright. Consider ways to manage traffic associated with the use. SB 5509. RCW 35A.21	7/27/2027		Not started	
	Shoreline Master Program (SMP) Update	Compliance	Per RCW 90.58.080, Medina is required to update its SMP in 2029. Ecology intends to release grant funding for SMP updates in 2027 - Medina should expect to prepare a grant application at that time. It will also be a good time to reflect on the adopted SMA changes and the level of effort (LOE that will be needed to reflect the SMA changes into Medina's SMP update. Presently, Ecology has drafted sea-level rise content in their SMA revision that, if adopted, would require a considerable LOE from a highly specialized professional.Start in 2027 with (potential) grant application, Planning Commission calendar, budget. 2029 deadline. Budget required for Planner and City Attorney.	12/31/2028	Planning Commission, DOC, SEPA. Council Approval	Not started	
	Climate change resiliency sub-element	Compliance	Medina is required to adopt a sub-element in its Comprehensive Plan for Climate Change Resiliency by June 30, 2029. All counties in the state other than Pierce, King, Snohomish, and Kitsap will be adding Climate Change elements to their Comprehensive Plans at the time of their plan adoption in the coming years - there may be helpful content created in these counties for Medina to base its subelement efforts on, reducing the level of effort toward compliance with this requirement.	6/30/2029		Not started	
	Residential Parking	Compliance	Limits cities abilities to require garages or carports for residential parking, and imposes other parking design standards, like dimensional limitations of 8' x 20' parking stall sizes. There is no deadline for incorporating the standards set forth in this law into MMC, but land use regulations still have to comply with these provisions. SB 6015. RCW 36.70A.622	None		Not started	
	Code reform for energy-efficient and affordable housing	Compliance	Cities must allow buildings retrofitted into residential uses to exceed setbacks and height limitations by 8 inches for insulation (nonconformities can also expand another 8 inches). Gross floor area must be measured using floor space interior to drywall. These standards also extend to "passive houses," an energy efficient type of housing design. Roof-mounted solar panels must be allowed to exceed height limitation by 48 inches. Note: although cities have until 6 months after their 2029 Implementation Report to adopt ordinances codifying these changes, the statute is still in effect as of July 2025 and supersedes any conflicting local ordinance. HB 1183. RCW 36.70A.			Not started	
	SEPA Code Updates	Compliance	Code review/updates			Not started	

Prioritized?	Project Title	Category	Description	Deadline (if any)	Review Process	Project Status	Project Status Comments
Y	Capital Facilities Planning	Significant Planning/Code Work	Capital Planning: (1) Update and maintain capital facilities plans for public infrastructure systems (streets, parks, public facilities, stormwater), (2) Develop impact fee and system development charge structures to account for impacts of growth and development, (3) Identify strategies to address funding gaps, (4) Develop and align frontage improvement and other site specific development impact mitigation requirements			Not started	
Y	Comprehensive Plan Amendments	Significant Planning/Code Work	Land Use Element: adopt mixed use, commercial/neighborhood commercial, residential zoning codes and related development standards. Amend map and rezone areas of the City where code will apply.			Not started	
Y	Undergrounding Utilities	Significant Planning/Code Work				Not started	
Y	Integrated Comprehensive Planning: Aligning Comprehensive Plan, MMC, and internal policies	Significant Planning/Code Work	Review MMC and Comp Plan and resolve areas of misalignment			Not started	
	PROS Plan Updates	Significant Planning/Code Work	Parks Maintenance: (1) Review Comprehensive Plan policies related to specific Parks assets (amenities and ecological functions), (2) Identify gaps between present state and intended use/condition, (3) Determine plan for ongoing maintenance and capital improvements, (4) Plan and phase budgeting			Not started	
	Low Impact Development Standards	Significant Planning/Code Work	Code review/updates			Not started	
	Climate Action Plan	Significant Planning/Code Work	Climate Action Plan/reducing hydrocarbon usage in City operations			Not started	
	Original Grade Process	Significant Planning/Code Work	Evaluate the MMC Original Grade process vs. other jurisdictions. Previous Planning Commission topic. May require budget.		Council	Not started	
	Viewshed Maintenance	Significant Planning/Code Work	Review Comp Plan and applicable code/enforcement activities.			Not started	
	Short Term Rentals	Significant Planning/Code Work	Consider policy and any necessary MMC updates			Not started	
	Review Golf Course Code	Significant Planning/Code Work				Not started	
Y	Gas Powered Leaf Blowers	Staff	Code changes. Implementation	TBD	Council	In Process	In Process. Discussions with City Council about policy and implementation occurred Q3 and Q4 2025.
Y	Ezee Fiber Franchise Agreement	Staff				In Process	In Process. Application received and fees paid.
Y	Green Store Concomitant Agreement	Staff				In Process	In Process. Preliminary discussions with applicant regarding process have occurred.
	Planning Services RFQ Process	Staff	Planning services on call contract for current and long range planning projects as needed.			In Process	In Process. RFQ under development.

Prioritized?	Project Title	Category	Description	Deadline (if any)	Review Process	Project Status	Project Status Comments
	Construction Activity Permit (CAP) Updates	Staff	(1)Update CAP noticing as required by the Council. Potential to enhance the CAP requirements, process, and use following experience using this ordinance. Development Services Director would like until late Summer 2026 to complete a full draft of CAP proposed changes. (2)Construction Parking Permits: Remove permtting authorization by Police. This conflicts with the CAP.	2026	Council	Not started	In process.
	SEATAC Flight Path Noise Impacts	Staff				Not started	
Y	Permit Fees and Use of Advanced Deposit. Update Fee Resolution 400. Combine Res. 417	Staff	(1)Use of advanced deposits are increasing as permit fees fall behind. Development fees need review and updating. This can be a staff project broken into parts, or this can be a consultant project in part or whole. Budget required if consultant is involved. At least some work is needed in 2026. (2)Add Construction Truck Fee: Evaluate "Heavy Truck Fee" used by neighboring jurisdictions. Applies a fee to development projects for use of Medina public roads.		Council	Not started	
	Annual ROW Tree Trimming Permits	Staff	Utilities such as PSE trim Medina right of way trees annualy and must go through a non-administrative process.		Council	Not started	
	Annual Permits for Certain Private Property Tree Maintenance and Grading and Drainage	Staff	Private property with arborist and tree management plans could have annual permits for certain work to save time and City Administration.		Council	Not started	
	Update Complete Permit Application Requirements Checklist	Staff	Updates to conform to changing ordinance and process.		Council	Not started	
	Vacant Homes Code Enforcement	Staff				Not started	

MEDINA, WASHINGTON

AGENDA BILL

Monday, February 23rd 2026

Subject/Topic: City Council Vacancy Process **Dept. Origin:** City Council **Category:** City Business **Prepared by:** Jeff Swanson, City Manager **Attachments:** None	Proposed Council Action/Motion: ☐Information Only ☐Receive and File ☒**Discuss** ☒**Provide Direction** ☐Public Hearing ☐Adopt/Approve ☐Other:

Proposed Council Action

Discuss and give staff direction on facilitating the process to fill the City Council vacancy.

Summary

Councilmember Joseph Brazen resigned his City Council position effective February 26, 2026. Councilmember Brazen has served as a member of the City Council since January 2024 and his service as a Councilmember is very much appreciated by the City.

Typical steps agencies generally take to fill governing body vacancies include:

1. Developing a “call for applications” to circulate publicly describing the City Council role and the term of the vacancy to be filled.
2. Opening an application period inviting letters of interest/CVs to be submitted to the City Clerk (typically 30 days).
3. Conducting a process with the City Council to determine finalists to interview after the close of the 30-day period (generally an executive session).
4. Scheduling a special meeting of the City Council to conduct finalist interviews in open session. This is typically followed by an executive session to discuss the qualifications of the candidates. When the Council returns to open session the floor would then be open for nominations. When a finalist receives four or more nominations, the Council would then proceed to vote on the appointment.
5. The new Councilmember is then sworn in by the City Clerk.

Staff are looking for direction from the Council as to what process steps are preferable and authorization to proceed.

Council Priorities

This proposal furthers Council Priority 3.

1. Financial Stability and Accountability
2. Quality Infrastructure
3. **Efficient and Effective Government**
4. Public Safety and Health
5. Neighborhood Character and Community Building

Budget/Fiscal Impact: No change/impact to current levels of appropriations.

Recommendation: Direct staff to facilitate the process to fill the City Council vacancy.

City Manager Approval:

Proposed Council Motion: [once a process has been identified by the Council]

"I move that City staff initiate the process to fill the City Council vacancy as described."