

Historic Library Reuse Study Update



July 25, 2022

Vancouver City Council Work Session



Stacey Donovan, Cultural Services Manager

Dave Perlick, Recreation Manager

Linda Reid, Culture, Arts and Heritage Commission Chair

Presentation Overview

- Update from Culture, Art & Heritage Commission Chair
- Introduction of Library Reuse Study Committee
- Current Status of the Historic Library and Reuse Opportunity
- Historic Library Reuse Study – Initial Findings
 - Community Outreach
 - Facility User Survey
 - Guiding Principles and Emerging Themes
 - Building Assessment and Concepts
 - Potential Activities and Uses
 - Space Precedents
 - Community Use and Operating Model
- Next Steps
- Questions/Discussion

Culture, Arts and Heritage Commission

- Overview of the Culture, Art & Heritage Commission Priorities
 - CAHC Retreat – March 5, 2022
 - Top Priority: Develop physical space for the arts
 - Restoration of Cultural Grants Program for the '23 – '24 biennium
 - Support efforts to host a multi-day art and music festival in Vancouver
- 



Historic Library – Current Status

- Introduction of the reuse opportunity
 - History: 1963-2011 Vancouver Library
 - Recent use as FVRL Operations Center
 - When FVRL use ends in 2023, the building reverts to the City
 - Agreement for VITA Elementary establishes concept of arts campus
 - Historic Library Reuse Study commenced in January 2022



Library Reuse Study Committee

- Key Advisors
 - Linda Reid, Culture, Arts and Heritage Commission Chair
 - CAHC Commissioners
- Consultant Team
 - Lesley Bain, Framework Cultural Placemaking
 - Bill Blake, AMS Planning & Research
 - Jim Kalvelage, Opsis Architecture
 - Steve Nelsen, Project Manager, Opsis Architecture
- City of Vancouver Staff
 - Melody Burton, PRCS Communications Manager
 - Stacey Donovan, PRCS Cultural Services Manager
 - Kirsten Hull, PRCS Support Specialist III
 - Carrie Niskanen, PRCS Administrative Assistant
 - Dave Perlick, PRCS Recreation Manager
 - Alicia Sojourner, COV Director of Diversity, Equity & Inclusion



Historic Library – Community Engagement



- **Stakeholder Interviews**
 - Goal was to establish context and community interest
 - 45+ Individuals
 - 30 minutes one on one
 - Consultants and COV Staff facilitated conversations
- **Facility Survey**
 - Goal was to understand specific space demands
 - Direct email invite to potential users of the space
 - Strategic effort to gain feedback from diverse audiences
 - Partnered with various art-focused organizations to distribute facility survey
 - 127 responses

Historic Library – Emerging Themes

There is a broad support for the reuse of the FVRL as a community-based arts center, recognizing a long-standing need for arts and culture space. Because there have been years of discussion without the creation for needed space for the arts, there is a strong community desire for this project to be realized and successful.

To achieve that success, the project should:

1. Provide needed **support for artists and creativity** of the Vancouver community.
2. Create a visible and **inclusive hub** for the arts.
3. Bring people together with **cross-pollination** of the spectrum of creative endeavors.
4. Show the **value of arts and culture** to the broader community.
5. Serve specific City Values, such as **supporting diverse members of the community including BIPOC and LGBTQIA+ individuals and groups.**



Historic Library – Activities and Uses

Based on **survey results and interviews**, there is a high interest in:

- Visual art production/teaching, exhibition and studio space
- Artist retail and gallery space
- Opportunities for collaboration with education institutions such as Clark College and VITA
- Community class offerings in a variety of arts disciplines
- “Maker space”, co-working and shared specialized equipment facilities
- Avoiding competition with existing performing arts space or planned spaces
- Rehearsal and storage space for community-based performing arts
- Food/beverage in options to invite the public in as a place for conversation and community



Historic Library – Guiding Principles



1. Create a Unique Community Asset

- Contributes to definition of place in Vancouver
- A hub that attracts visitors outside our community and brings associated economic benefits
- Support community economic development and business recruitment
- Honor the building's history yet transform its identity into a new home for creativity and the visual arts
- Create an environmentally and fiscally sustainable facility

2. Provide Space to Cultivate and Grow the Arts

- Strategically assess and program space to meet current needs
- Maintain flexibility and plan for variety and evolution
- Include areas of creative economy not typically included in the traditional “fine arts”

Historic Library – Guiding Principles



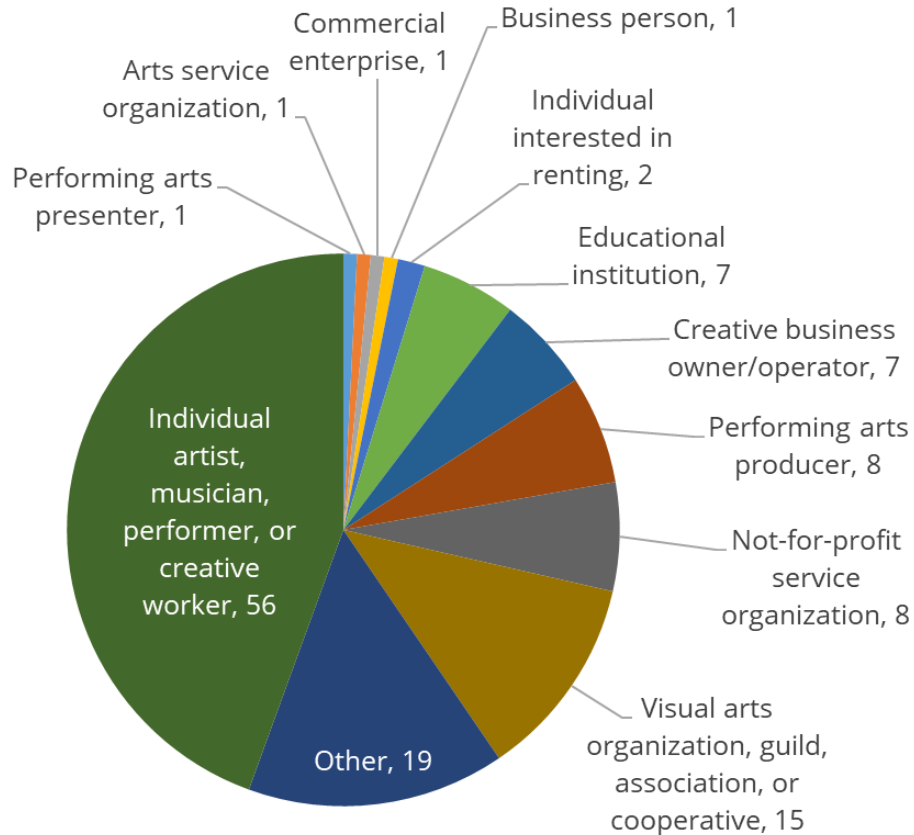
3. Diversity, Equity and Inclusion

- Bring new people to the table and broaden awareness of the arts
- Partner with education organizations to broaden the reach and impact
- Grow community engagement through the project

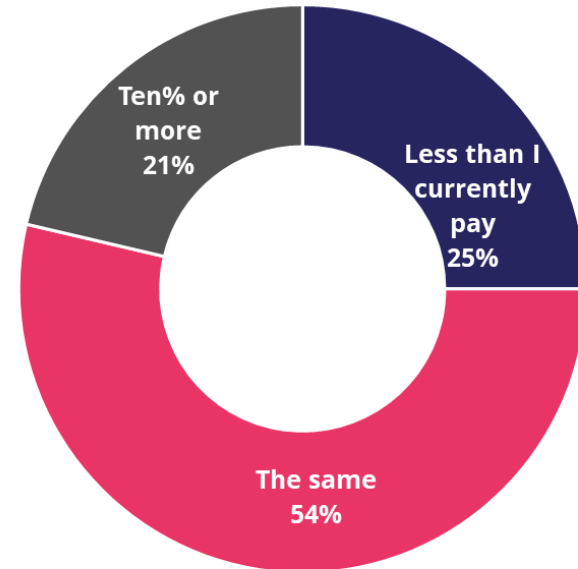
4. Hub of Creative Collaboration

- Commit to establishing and growing partnership
- Bring various art-focused people and groups together to grow organic creativity and collaboration
- Consider event and other public facing attractions
- Prioritize vibrancy – retail, food, place to be

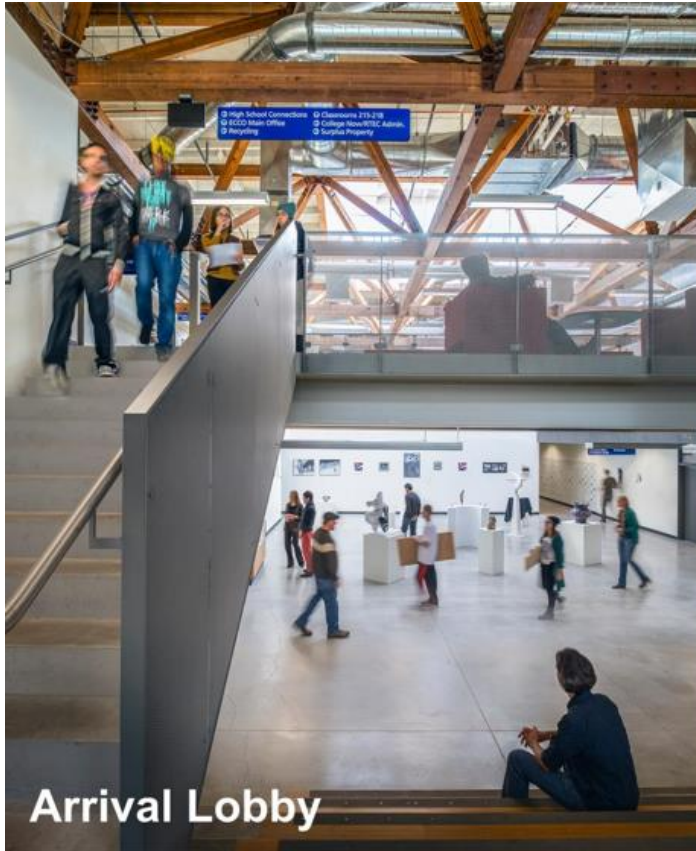
Historic Library – Facility Survey



Survey participants were asked how much they would be willing to pay for use of the renovated historic library.



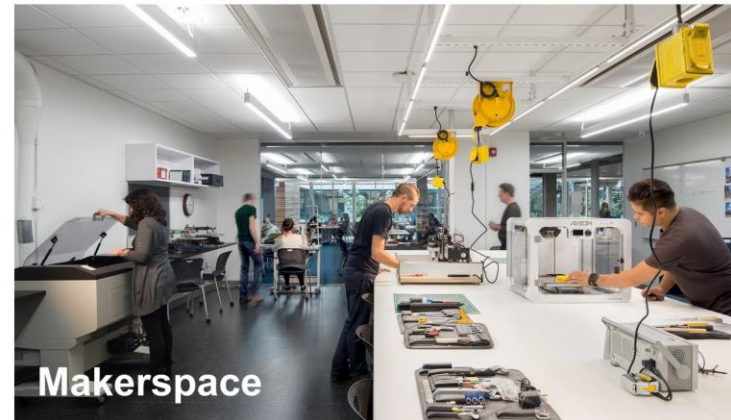
Historic Library – Space Precedents



Historic Library – Space Precedents



Historic Library – Space Precedents



Historic Library – Space Precedents



Historic Library – Space Precedents



Historic Library – Exterior Plaza Concept



Historic Library – New Entrance Concept



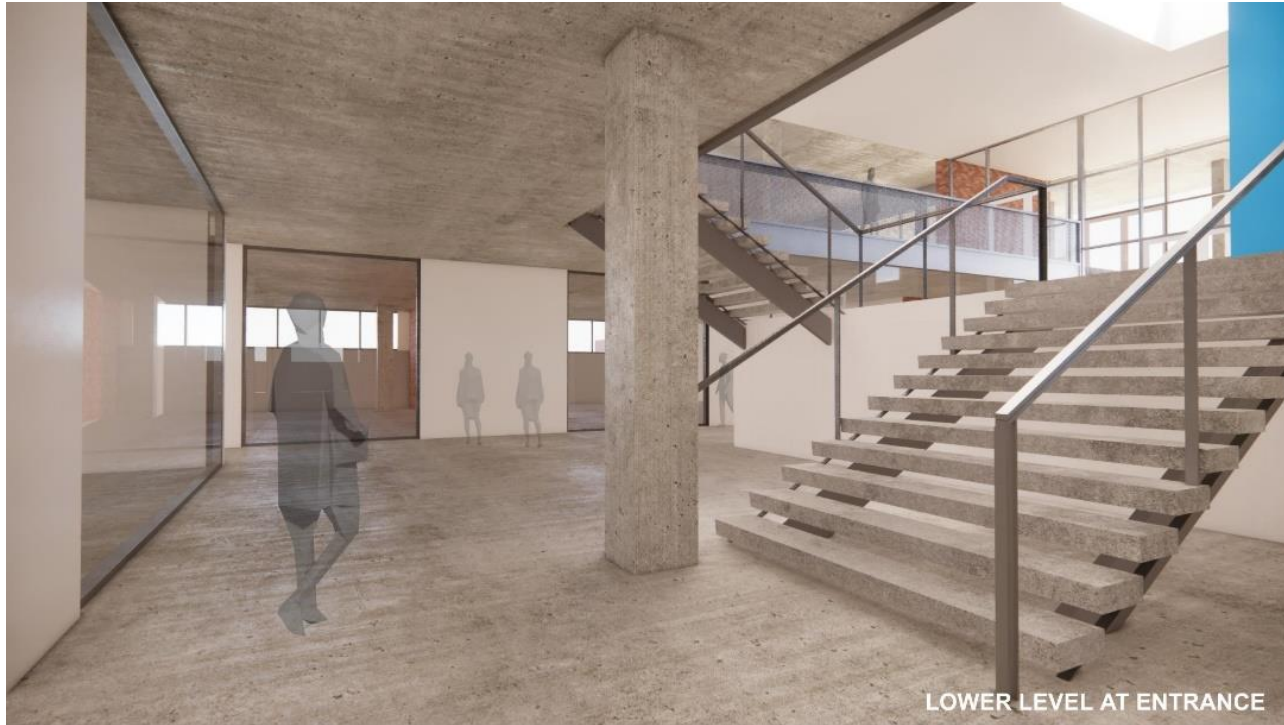
EXISTING ENTRANCE



Historic Library – New Entrance Concept



Historic Library – Lower-Level Entrance Concept



Historic Library – Conceptual Main Floor Plan



Historic Library – Conceptual Lower Floor Plan



Historic Library – Cost Estimates

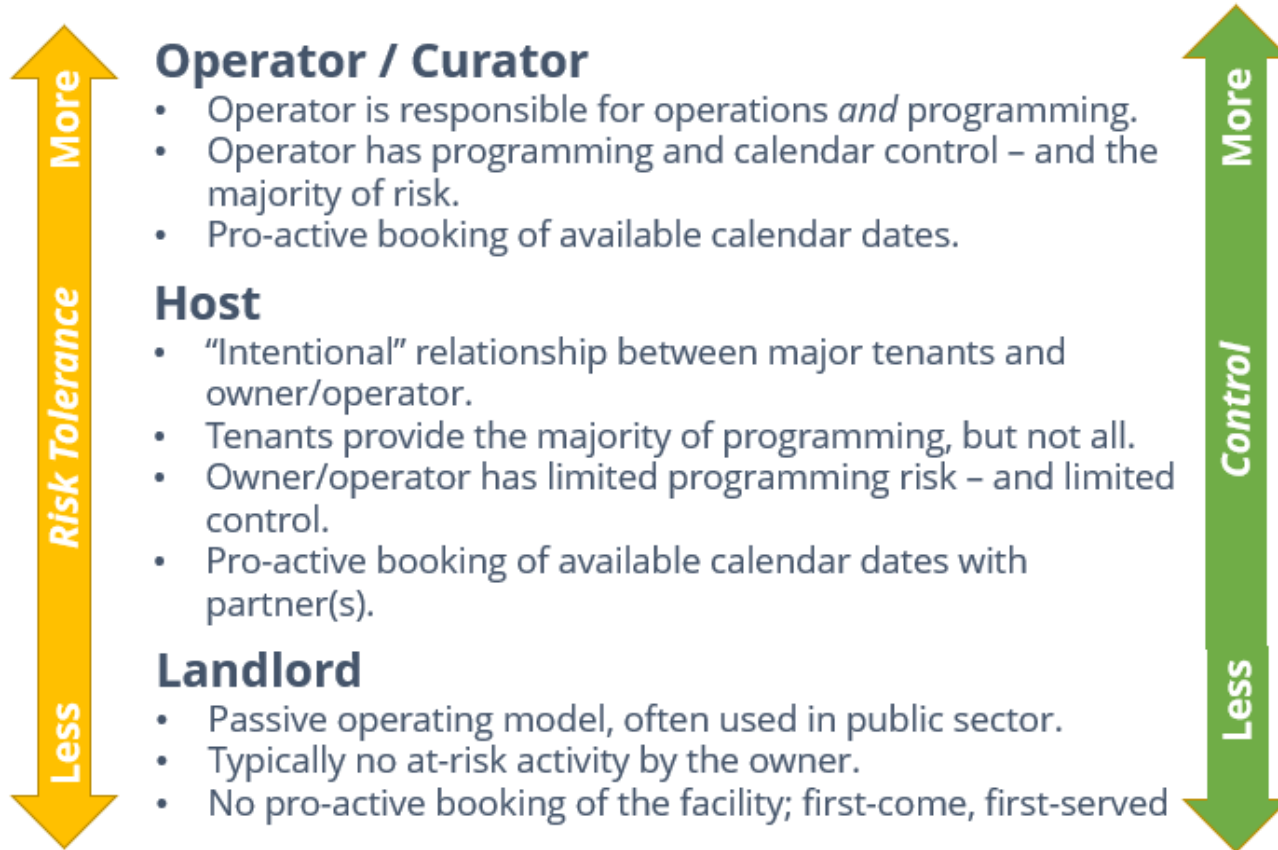
Cost estimate to complete library reuse concept:

\$13.5 mil. - \$17.5 mil.

- Cost estimate is full project cost (includes construction + soft costs)
- Includes sustainable building strategies and increased accessibility
- Further work will evaluate opportunities for phasing



Historic Library – Operating Framework



Historic Library – Community Use and Operating Model

Studio Rentals, Memberships

Education Programs & Classes

Events & Event Rentals

Retail

Contributed Support

Revenue: fees, rent, tuition, concessions, commissions, subsidy, grants, sponsorships

Expenditures: occupancy costs, marketing, staff, FOH, event costs, fundraising

Net Revenues

Essential Infrastructure / Fixed Overhead

Mission & Impact

\$ Financial Result \$

Net results

Historic Library – Facility Comparisons

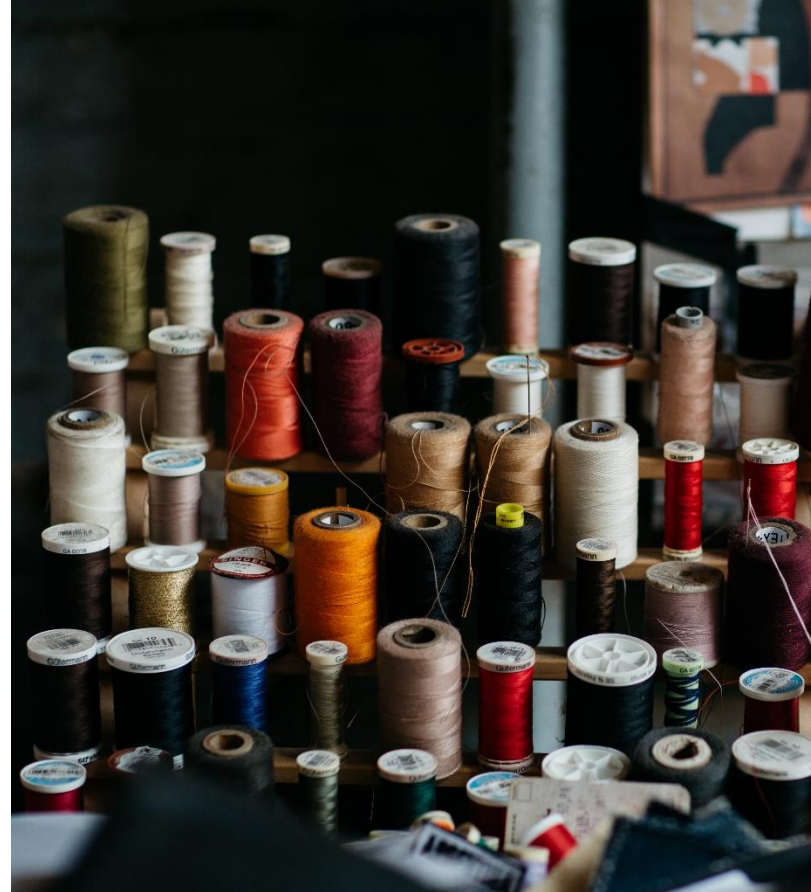
 CHEHALEM CULTURAL CENTER
OWNER Chehalem Parks & Rec District
OPERATOR 501(c)3 Chehalem Center Assoc.
SPACES Grand Ballroom <i>Capacity: 320</i> Blackbox Theater <i>Capacity: 60</i> Visual Art Galleries & Studios
CONTENT Programs: Community-focused festivals, speakers, performers, and musicians Rentals: Trade shows, conferences, events, weddings
ANNUAL BUDGET \$934,000 (40% Earned Revenue)


OWNER City of Portland, OR
OPERATOR City of Portland, OR
SPACES Multi-purpose gym. <i>Capacity: 150</i> Studio/Rehearsal <i>Capacity: 150</i> Auditorium <i>Capacity: 260</i> Classrooms
CONTENT Programs: Arts education, classes Rentals: 17+ neighborhood rental tenants, including 12 arts organizations
ANNUAL BUDGET \$1.7 million (Some fdn. funding)


OWNER City of Alexandria, VA
OPERATOR City of Alexandria, VA
SPACES Main Hall <i>Capacity: 220 - 450</i> Artist Studios 82 Galleries 7 Class/workshop spaces
CONTENT Programs: Exhibitions, artist talks, community partnerships, post-grad residency Rentals: Individual artists studio rental and special events (studios - \$13/ft/yr)
ANNUAL BUDGET \$4 million (95% Earned Revenue)

Historic Library – Next Steps

- Continue broad community engagement and advance DEI objectives
- Develop proposed operating model
- Refine initial design and cost estimates
- Assess funding strategies
- Complete initial reuse study report Dec. 2022



Questions and Discussion

VANCOUVER
CITY HALL



Parks, Recreation
& Cultural Services

Stacey Donovan, Cultural Services Manager

Dave Perlick, Recreation Manager

Linda Reid, Culture, Arts and Heritage Commission Chair

Housing Strategies Workshop

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

July 25, 2022

Patrick Quinton, Economic Development Director
Rebecca Kennedy, Deputy Director – Community
Development

7/19/2022 3:00 PM

Agenda

- Purpose
- Review March 2022 Housing Workshop
- Estimated Housing Deficit
- Policy Levers to Close Deficit
 - Land Use
 - Investment
 - Incentives
 - Process
- New Opportunities
- Upcoming Council actions

Target Outcomes

- Council affirmation of City's role in addressing housing deficit
- Council affirmation of proposed strategies for addressing housing deficit
- Council direction to staff on additional issues to address or strategies and actions to pursue

March 2022 Workshop Recap

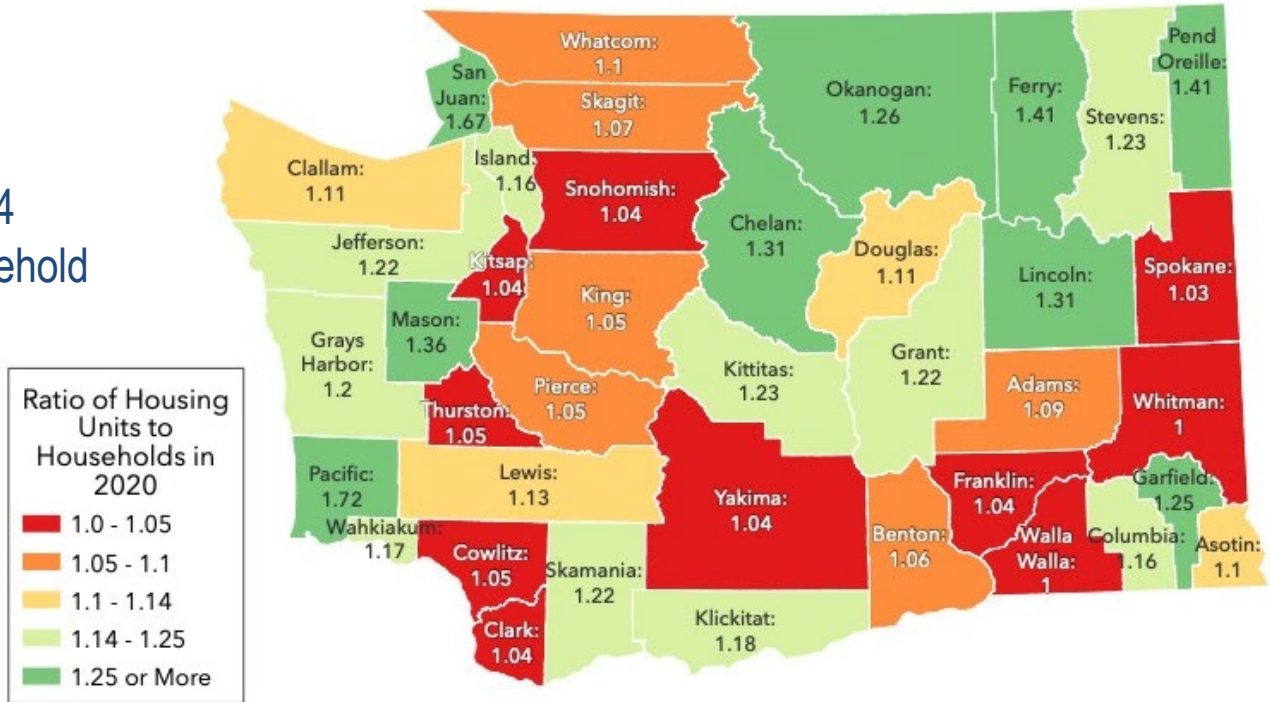
Persistent housing supply and affordability challenges

- Household growth and underproduction have created a supply deficit, particularly in 80% AMI and lower units
- Supply deficit driving rent and price increases and “renting down” phenomenon
- Current annual production trends barely sufficient to serve growth and not projected to close supply gap
- Need for:
 - 30-120% AMI housing units
 - Middle housing options the provide natural affordability
 - Entry level homeownership options and programs

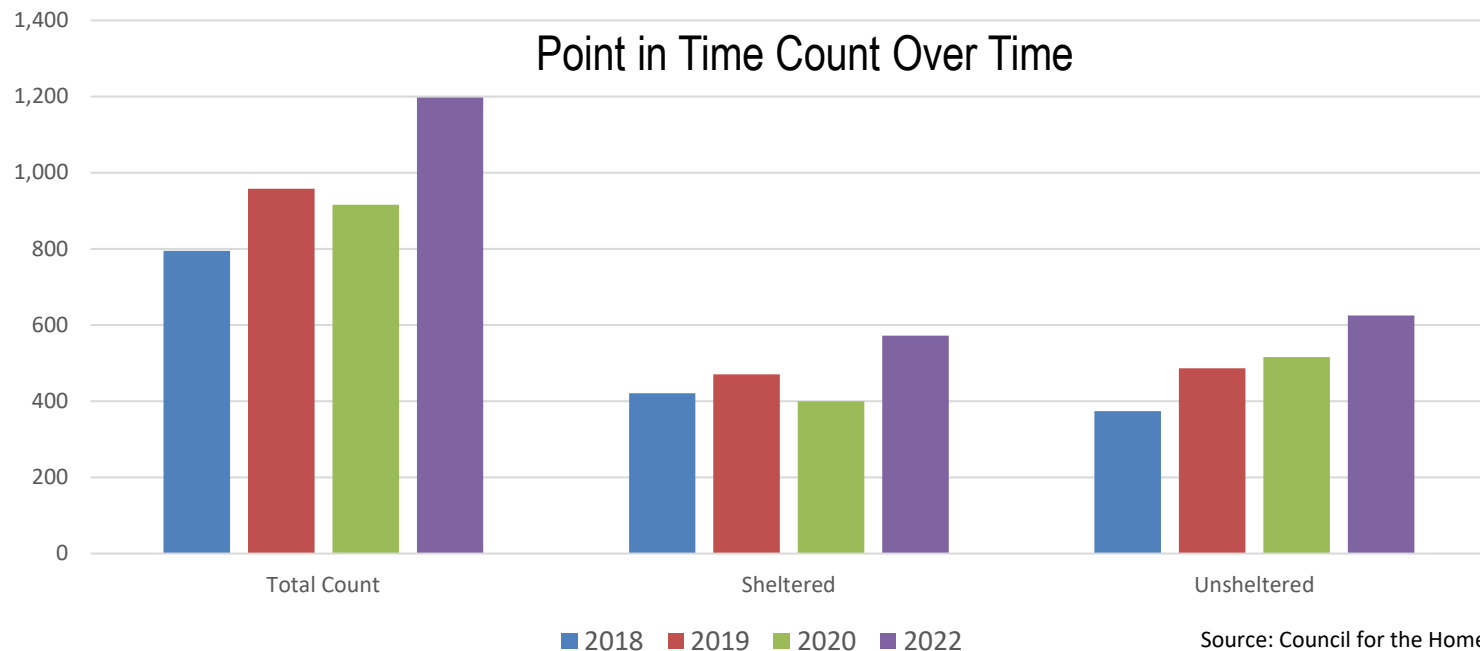
March 2022 Recap

Clark County has fewer units per household than King or Pierce County

The national average is 1.14 units per household



Continued Growth in Houseless Population



Updated Housing Deficit

Clark County and Vancouver Underproduction:

- 13,500 units underproduced in Clark County (through 2019)

City of Vancouver Underproduction:

- 42% of Clark County underproduction = 5,670 units

Given recent trends in housing production and population growth, deficit is likely greater today

Impact of Deficit on Affordable Units

Renting down constrains the supply of affordable units

	0-50%	50-80%	80-100%	100-120%	120%+
0-50%	3,493	6,959	1,487	81	369
50-80%	1,595	5,055	2,396	404	607
80-100%	187	2,497	2,724	505	94
100-120%	504	2,152	1,454	565	85
120%+	262	3,680	2,072	1,636	1,172

Shortage for renter households earning less than 80% of MFI

9,282
Units

26,384 units – 22,446 households = 3,938 units surplus
 3,938 unit surplus – 9,282 units not available =
 5,344 unit shortage

Vancouver produces 1,600 housing units* per year

Year	Multifamily	Single Family	Total
2019	1,432	228	1,660
2020	715	353	1,068
2021	1,690	468	2,158
3-year average	1,279	349	1,628

Source: City of Vancouver

*Includes all housing units, both single family and multi-family

Vancouver produces 240 affordable* rental units per year

Year	Units
2019	454
2020	122
2021	121
2022	255
Average	238

Source: City of Vancouver

*Affordable at 60% AMI and lower

Population growth will drive new demand

	Population	Households	HH growth	Annual units
2020	190,915	79,513		
2032	227,000	94,542	15,029	1,252
2042	268,000	111,618	32,105	1,459

Note: For reference only, not official. State of Washington Office of Financial Management (OFM) population projections, assumes no future annexation, will be updated as part of Comprehensive Plan update process.

The Challenge – Closing the Housing Deficit

To meet new demand and close the deficit within **10 years**, Vancouver must:

- Increase annual housing production to at least **2,500** new housing units
 - *including 750* new housing units per year affordable to households earning 80% or less of area median income.

Achieving this increase in housing production will require implementation of a wide range of policies and programs to spur additional private and public development and accelerate the pace of change in the community.

Alignment with Universal Policy Priorities

Progress on **climate**, **equity**, and **community safety** priorities are directly linked to housing access and affordability

Climate

- Increasing options near services and infrastructure limits sprawl and reduce greenhouse gas emissions

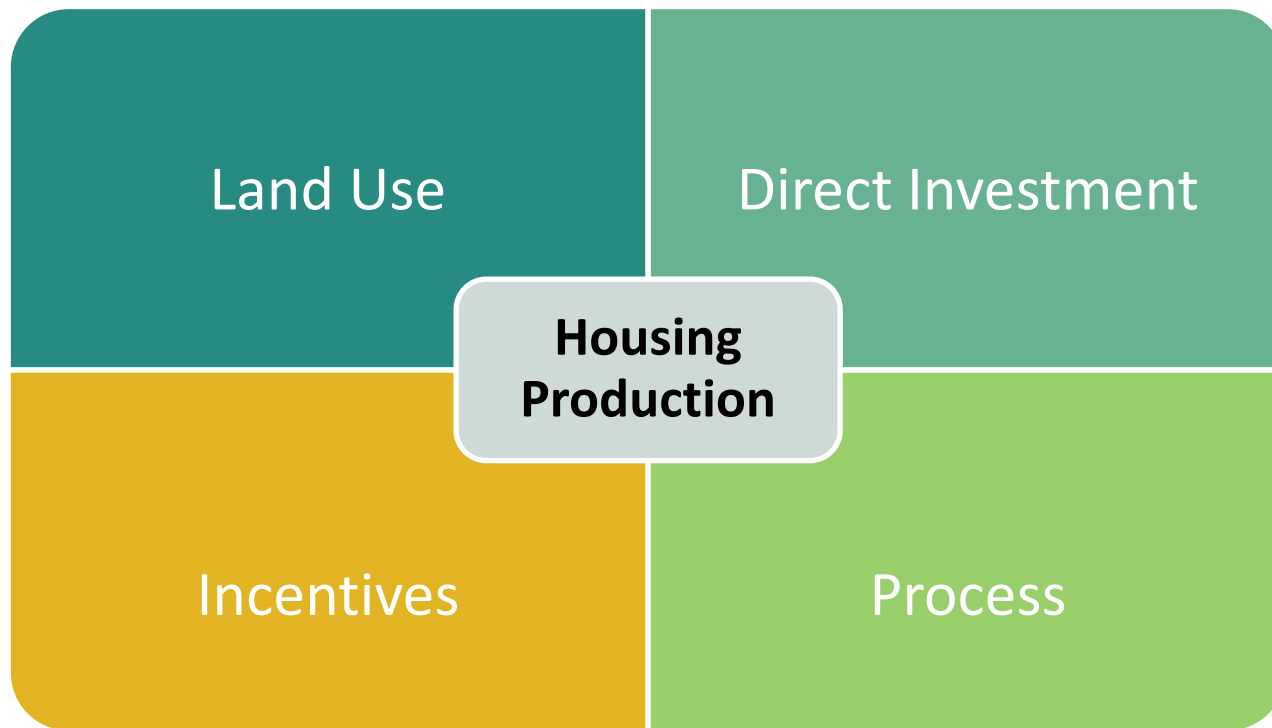
Equity

- Access to opportunity and broadly shared prosperity is contingent on secure housing for all community members

Safety

- A safe place to live, where you and your belongings are secure, is a core component of individual and collective community safety

Housing Strategies



Housing Strategies

- **Land Use:** use regulatory tools to upzone land in support of more housing development at greater densities
- **Direct Investment:** invest public funds into development of income-based housing not otherwise provided by the market
- **Incentives:** tax and fee incentives as well as regulatory flexibility to encourage development of new additional housing and density.
- **Process:** development regulations and review processes that are clear, consistent, fair and efficient

Land Use

Cities and counties locally, in Washington and around the country are increasingly recognizing that restrictive zoning is major contributor to housing affordability crisis because it:

- Suppresses housing supply
- Drives up housing costs
- Encourages more expensive types of housing and limits more affordable middle housing

The impacts of restrictive zoning:

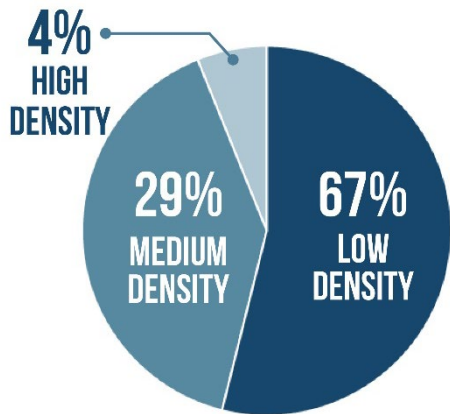
- Widens economic and racial disparities
- Works against achieving climate and equity goals

Land Use Examples

Low Density	Medium Density	High Density
		
Single Family Residential Development pattern	Esther Short Commons 8th and Esther 82 Units per acre 4 over 1 Podium	The Uptown Main & McLoughlin 185 Units per acre 5 over 1 Podium

Existing land use patterns will not close deficit

Current Statewide Pattern

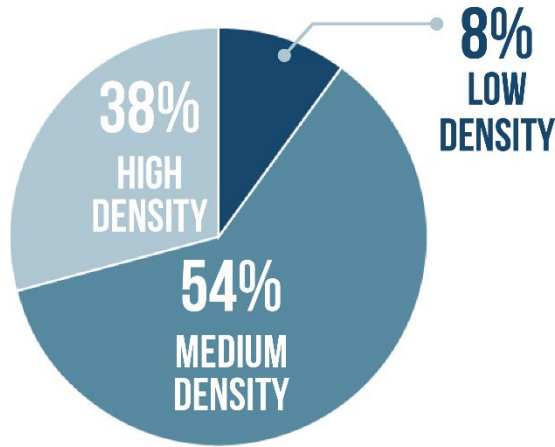


Existing land use patterns:

- Artificially limit housing production
- Skew new housing production to medium density MF or expensive SF housing
- Push new growth outside city where housing is less affordable
- Strain public infrastructure
- Discourage more affordable middle housing production

New development pattern needed to close gap

Future development pattern:



To close gap and achieve other policy goals, future development must:

- Maximize development in high density corridors
- Make better use of available land within UGB and existing public infrastructure
- Encourage naturally affordable middle housing production

Land Use

#	Actions
1.	Update the City's Comprehensive Plan to establish citywide housing and density goals and strategies • Accommodate 20-Year growth projections • Establish targets and policies that close supply gaps at all income levels, in compliance with HB 1220 • More housing throughout the City, not just in limited centers and corridors • Align transportation investments to support land use goals

Land Use

#	Actions
2.	Update code to remove artificial barriers to density and additional housing types • Increase allowable building heights • Increase allowable density, particularly in growth centers and along corridors • Reduce or eliminate parking minimums, replace with transportation demand management requirements for new development • Overhaul infill and narrow lot codes • Provide greater flexibility for ground floor uses in mixed use zones
3.	Update single family zoning to achieve naturally affordable housing through broad allowance for middle housing options, especially for first time homeowners • Allow duplexes, triplexes, fourplexes, attached townhomes and stacked flats by right in single family zones

Direct Investment

- Market will not produce <80% AMI housing
 - More units vs. lower depth of affordability
 - Market conditions determine amount of subsidy
- Local investments should be flexible given constraints of State and Federal funding
- Land is a powerful tool in building affordable housing as a form of site control and direct investment

Direct Investment

#	Actions
4.	Renew Affordable Housing Fund Levy
5.	Seek high leverage investments to maximize units and households served
6.	Pursue strategic land acquisition
7.	Explore additional investments- System Development Charge (SDC) waivers, Multifamily Tax Exemption (MFTE) Fee-in-lieu, etc.
8.	Explore development of homeownership programs

Incentives

- Development economics often work against density – change in type of construction for taller buildings
- Incentives can lower the cost of development and encourage greater density:
 - MFTE
 - Lower parking minimums
 - Flexible ground floor requirements
 - Public infrastructure
- Incentives are best suited to achieve density and not deep affordability

Incentives

#	Actions
9.	Reorient MFTE to prioritize density and expand eligibility to high density corridors and districts
10.	Align infrastructure investments with high density corridors
11.	Offer additional incentives for density – lower parking minimums, additional height, etc.

Process

- Vancouver is known for a being a fair, predictable city for development – this is an asset in addressing housing crisis
- Developers are repeat customers - want to benefit from local knowledge and economies of scale
- Developers are seeking best value not lowest cost place to build
 - Streamlined development review
 - Consistent requirements and reasonable fees
 - Staff development review
 - Functional and predictable design review process
- Investors are not local – money can move anywhere

Process

#	Actions
12.	Evaluate development review processes to ensure consistency and efficiency, and reduce costs and time burden where appropriate
13.	Establish clear guidance and timelines on new policies (e.g., green building requirements)
14.	Explore process incentives like pre-approved Accessory Dwelling Unit (ADU) designs that meet code requirements

Policy Levers to Promote Supply and Affordability

Land Use

Investment

Incentives

Process

Strategies

- | | | | |
|--|---|---|---|
| <ul style="list-style-type: none">• Comp Plan• Zoning• Growth Management | <ul style="list-style-type: none">• Subsidy for affordable projects• SDC waivers• Acquisition/ Site Control | <ul style="list-style-type: none">• Tax abatement• Parking minimums• Ground floor requirements• Infrastructure investments | <ul style="list-style-type: none">• Permitting Timeline• Design Review |
|--|---|---|---|

Targeted Outcomes

- | | | | |
|---|---|---|---|
| <ul style="list-style-type: none">• Density• Natural Affordability | <ul style="list-style-type: none">• Permanent Affordability | <ul style="list-style-type: none">• Density | <ul style="list-style-type: none">• Density• Natural Affordability |
|---|---|---|---|

Action Plan – Immediate

#	Action	Type
4.	Renew Affordable Housing Fund Levy	Investment
6.	Pursue strategic land acquisitions	Investment
7.	Explore additional investments- System Development Charge (SDC) waivers, Multifamily Tax Exemption (MFTE) Fee-in-lieu, etc.	Investment
9.	Reorient MFTE to prioritize density and expand eligibility to high density corridors and districts	Incentives
12.	Evaluate development review processes to ensure consistency and efficiency, and reduce costs and time burden where appropriate	Process
13.	Establish clear guidance and timelines on new policies (e.g., green building requirements)	Process

Action Plan – Medium Term

	Action	Type
1.	Update the City's Comprehensive Plan to establish citywide housing and density goals and strategies	Land Use
2.	Update code to remove artificial barriers to density and additional housing types	Land Use
3.	Update single family zoning to achieve naturally affordable housing	Land Use
5.	Seek high leverage investments to maximize units and households	Investment
8.	Explore development of homeownership programs	Investment

Action Plan – Medium Term

#	Action	Type
10.	Align infrastructure investments with high density corridors	Incentives
11.	Offer additional incentives for density – lower parking minimums, additional height, etc.	
14.	Explore process incentives like pre-approved Accessory Dwelling Unit (ADU) designs that meet code requirements	Incentives

Other Potential Strategies

- Work with development community to understand remaining barriers to condominium development and conversions that provide multifamily homeownership opportunities
- Explore statewide program for Individual Development Accounts (IDA) and down payment assistance
- Explore expansion of land trust models to provide additional affordable homeownership opportunities.

Targeted Outcomes

- Council affirmation of City's role in addressing housing deficit
- Council affirmation of proposed strategies for addressing housing deficit
- Council direction to staff on additional issues to address or strategies and actions to pursue

Discussion Questions

- Does Council agree that City should address housing deficit?
- Do these strategies meet Council's goals in addressing the housing deficit?
- What additional strategies should we consider?
- What needs aren't being met?

Upcoming Council Agenda Items

Forthcoming workshops will touch on three levers discussed today:

- AHF Levy Renewal Workshop (8/1)
- MFTE Program Recommendations (8/8)
- Comprehensive Plan Update (Q4 2022)

Questions and Discussion

- Patrick Quinton, Economic Development Director,
patrick.quinton@cityofvancouver.us
- Rebecca Kennedy, Deputy Director – Community Development,
rebecca.kennedy@cityofvancouver.us



Staff Report: 081-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/25/2022

SUBJECT Approval of a contract with Journal Technologies for criminal case management, analysis and reporting

Key Points

- The Vancouver City Attorney's Office prosecutes over four thousand cases per year.
- The case management software presently used by the City Attorney's Office is owned by Clark County; it is no longer supported by the vendor and in the midst of being replaced.
- An updated criminal case management system is needed to manage, analyze and respond to trends in prosecution cases in a manner consistent with community expectations and industry best practices.

Strategic Plan Alignment

Objective 2.2: Increase the level of emergency preparedness in the City as an organization and in the community.

Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

The Vancouver City Attorney's Office prosecutes over four thousand misdemeanor cases per year. The case management software presently used by the City Attorney's Office is owned by Clark County. It provides very limited functionality in the way of criminal case reporting; it is no longer supported by the vendor and it is in the midst of being replaced by Clark County.

In the summer of 2020, the City Attorney's Office conducted a Request for Proposals (RFP). Journal Technologies was among the finalists and was rated highly for its functionality and ability to be customized to meet individual agency needs. However, the sudden onset of the COVID-19 pandemic led to the implementation of temporary cost containment measures and the City Attorney's RFP was abandoned. In 2021, the Clark County Prosecuting Attorney's Office selected Journal Technologies as its criminal case tracking vendor and entered into a contract after a competitive public procurement process. The Vancouver City Attorney's Office then

commenced direct negotiations with Journal Technologies to explore the possibility of ‘piggy-backing’ off the County’s procurement process. Entering into a contract with the same vendor as the Clark County Prosecutor would allow the City to leverage efficiencies in implementation time and cost. Additionally, using the same case tracking system as the County will increase ease of collaboration at the joint City/County Domestic Violence Prosecution Center.

The total cost of implementing the new system is \$300,000, which includes the following material deal points:

- Creation of all necessary interfaces to connect to police records systems used by the Vancouver Police Department – reducing the need for redundant data entry.
- Secured access, user licenses, and training for all appropriate City users.
- Guaranteed accessibility with negotiated service credits for periods of unavailability after Go-Live.
- Vendor’s source code to be maintained in escrow for the benefit of the City.
- Approved plans for return of City-data in the event of termination or non-renewal.

The City will also be responsible for payments of annual data storage fees (\$40,000) and user licenses (\$50,000) for each year the contract is in place.

Advantage(s)

Approval of the proposed contract will provide the City Attorney’s Office with a criminal case tracking system that will:

- Improve accessibility to digital criminal case files;
- Allow for customized reports on case screenings and filings (leading to increased insight into prosecution trends and areas for improvement);
- Assist in effective collaboration with the Vancouver Police Department and Clark County Prosecutor’s Office.

Disadvantage(s)

None.

Budget Impact

Funding for 2022 system implementation, storage fees and user licenses was allocated as part of the 2021-2022 biennial budget. Funding for future data storage and user license fees will be required through subsequent budget cycles.

Prior Council Review

None.

Action Requested

Authorize the City Manager or designee to execute a contract with Journal Technologies for criminal case management, analysis and reporting.

Jonathan Young, City Attorney, 360-487-8500

ATTACHMENTS:

- ▣ Contract

PROFESSIONAL SERVICES CONTRACT

CITY OF VANCOUVER, WASHINGTON / JOURNAL TECHNOLOGIES, INC.

THIS CONTRACT is entered into in duplicate originals between the **City of Vancouver**, a municipal corporation, with its principal offices at 415 West 6th Street, Vancouver, Washington 98660, hereinafter "**City**," and Journal Technologies, Inc., with its principal offices at 915 E 1st St., Los Angeles, CA 90012, hereinafter "**Contractor**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the execution date indicated on Page 14 of this Professional Services Contract and shall terminate on the second anniversary of the date of final Go Live of the Licensed Software as set forth in Section 2.2.1 of the Software License, Maintenance and Support Agreement attached hereto as Exhibit A to this contract (the "**License Agreement**"). The Contract may be renewed, at the option of the City, for one additional two year period under the terms set forth in Section 2.2.1 of the License Agreement, and in Exhibit A-1 to the License Agreement (which License Agreement and all exhibits thereto are incorporated herein by reference).

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certifications to perform the services set forth in this Contract.

The CONTRACTOR shall provide a case management information system to perform all functions related to prosecutorial and public defense business processes. Deliverables of this contract include:

- All case management system software and user licenses
- Professional services system configuration and implementation
- Interface development to existing City information systems
- Training related to the acquired case management system

The CONTRACTOR shall ensure that the delivered case management system meets all requirements identified by the CITY in the CITY's Request for Proposals (RFP) and that the CONTRACTOR'S case management system was identified as FULLY SUPPORTING, by the CONTRACTOR, in the CONTRACTOR'S Proposal and response to the City's RFP in each case in accordance with the terms and conditions set forth in the CONTRACTOR'S Proposal and response and in the Professional Services agreement between CONTRACTOR and CITY, of even date herewith, which is attached hereto as Exhibit B and incorporated herein by reference (the "PSA").

The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, the PSA, the License Agreement or any of the exhibits hereto or thereto, no material, labor, or facilities will be furnished by the CITY.

The CONTRACTOR shall perform, according to standard industry practices, the work specified by this Contract.

The CONTRACTOR shall complete its work in a timely manner and in accordance with the mutually agreed project work plan and schedule to be agreed to by the parties and as described in the Schedule of Services attached to this Contract as Exhibit C.

The CONTRACTOR shall guarantee the uptime and availability for all system components that are identified as being a responsibility of the CONTRACTOR, in accordance with the License Agreement and Exhibit A-3 and A-4 to such License Agreement.

The CONTRACTOR shall, on a weekly basis, during the progress of the work, confer with the CITY. At the City's request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES TO BE PROVIDED BY THE CITY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the CITY shall provide the following:

- a. Relevant information and subject matter expertise to assist the CONTRACTOR with the performance of the CONTRACTOR's services.
- b. Coordination with other City Departments or other contractors as necessary for the performance of the CONTRACTOR's services.
- c. Services, documents, or other information necessary for the CONTRACTOR to successfully perform all services identified in this contract and accompanying exhibits.
- d. Guarantees uptime and availability for all system components that are identified as being a responsibility of the CITY, in accordance with the License Agreement, Exhibits A-3 and A-4 thereto, and any other terms mutually agreed to in writing by the parties with respect thereto.
- e. The CITY shall have a Project Manager for the purposes of this project. The Project Manager will be the project leader for the CITY.

Name of Project Manager: Scott Cooley, IT Application Services Manager

Mailing Address: PO Box 1995

City, State, Zip: Vancouver, WA 98668-1995

Telephone Number: (360) 487-7664

E-Mail Address: scott.cooley@cityofvancouver.us

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name of Representative: Maryjoe Rodriguez
Title: President
Mailing Address: 915 E 1st Steet
City, State and Zip Code: Los Angeles, CA 90012
Telephone Number: 213-229-5402
E-Mail Address: Maryjoe_Rodriguez@dailyjournal.com

b. For CITY:

Name of Representative: Kevin McClure
Title: City Prosecutor
Mailing Address: PO Box 1995
City, State and Zip Code: Vancouver, WA 98668-1995
Telephone Number: (360) 487-8514
E-Mail Address: kevin.mcclure@cityofvancouver.us

5. COMPENSATION

a. For the implementation and professional services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B-1 to the PSA. In addition, for the license, maintenance, support, hosting and storage services provided by CONTRACTOR under the License Agreement, CITY shall pay CONTRACTOR the fees set forth in Exhibit A-1 to the License Agreement in accordance with the terms thereof. The maximum total amount payable by the CITY to the CONTRACTOR under this Contract for the services, number of User licenses, and the included 1 TB of database storage specified as of the date hereof in the PSA, License Agreement, and the Exhibits thereto shall not exceed \$494,800 (not including (i) the annual Consumer Price Index (CPI) adjustment to the License, Maintenance and Support Fees and Hosting and Storage Fees set forth in Exhibit A-1 to the License Agreement, and calculated in accordance with changes in the Seattle-Tacoma-Bellevue CBSA), or (ii) hosted document storage, which shall be charged in accordance with the table set forth Section 3.a.1 of Exhibit A-1, and assuming that (i) Go Live does not occur until after the first anniversary of the execution date hereof, and (ii) CITY does not request more than six (6) months of pre-Go Live hosted services.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may submit Invoices to the CITY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the CITY during the billing period. The CITY shall pay the CONTRACTOR for services rendered under the PSA within thirty (30) days from the date of Go Live. The CITY shall pay the CONTRACTOR the annual License, Maintenance and Support Fees and the

annual Hosting and Storage Fees (in each case as such terms are defined in the License Agreement) In accordance with the provisions of Section 2.2.2 of, and Exhibits A-1 and A-3 to, the License Agreement.

d. The CONTRACTOR shall not be paid for services rendered under the Contract unless and until they have been performed to the satisfaction of the CITY. By determining to Go Live, CITY shall have acknowledged and agreed that the services rendered under the PSA have been performed to the satisfaction of the CITY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within fifteen (15) days following notice from the CITY, then the CITY may, in its sole discretion, upon written notice to the CONTRACTOR, terminate this Contract. "Substantial" for purposes of this Contract means faithfully fulfilling the material terms of the contract with variances only for technical or minor omissions or defects.

- Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination. Notwithstanding the foregoing, In the event of termination of the Contract for any reason, CITY shall pay CONTRACTOR for all deliverables delivered and work and services rendered in a reasonably satisfactory matter, in each case, prior to such termination, including work in progress, and not only for the goods and services, that have been delivered and accepted prior to termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the CITY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless and indemnify the CITY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of negligence or willful misconduct in the performance of the services rendered under this contract by the CONTRACTOR, Its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. PROVIDED HOWEVER, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the CITY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S

obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents, or subcontractors.

b. In any and all claims against the CITY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR's obligations hereunder shall include, but are not limited to, investigating and adjusting all claims alleging loss from any action, error or omission, or breach of any common law, statutory or other delegated duty resulting from the negligence or willful misconduct of the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

d. With regard to indemnity for professional acts, the CONTRACTOR shall indemnify and hold the CITY and the CITY'S officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, for the CONTRACTOR and its employees' negligent acts, errors, or omissions in performance of services under this agreement. The CONTRACTOR'S obligation to indemnify and hold the CITY and the CITY'S officers and employees harmless does not include a duty to defend.

e. Notwithstanding any other provision of this Contract, neither party shall be liable to the other for any indirect, special or consequential damages or loss of anticipated revenues (or like amounts) in connection with or arising out of the subject matter of this Contract and the other agreements entered into by the CONTRACTOR and the CITY in connection herewith. Furthermore, in no event shall CONTRACTOR's total liability with respect to claims arising out of the subject matter of this Contract and the other agreements entered into by the CONTRACTOR and the CITY in connection herewith exceed, in the aggregate, two times (2x) the total amount of fees paid hereunder by the CITY to the CONTRACTOR or the proceeds of any insurance available or required under this contract, whichever is greater: provided, however, this limitation on total liability shall not apply to the CITY's losses resulting from the fraud or willful misconduct of the CONTRACTOR, or from any personal Injury or property damage caused by the negligence of the CONTRACTOR.

8. INSURANCE

a. Professional Legal Liability: The CONTRACTOR, if a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR's profession and shall be written subject to limits of not less than \$1,000,000 per loss. The coverage shall apply to the liability for a professional error, act or omission arising out of the scope of the CONTRACTOR's services defined in the Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including

testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. Workers' Compensation (Industrial Insurance): The CONTRACTOR shall maintain workers' compensation insurance acceptable to the CITY and shall provide evidence of coverage to the CITY's Risk Management Division.

c. Commercial General Liability: The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$2,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$5,000,000.

i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

ii. The CONTRACTOR's Commercial General Liability insurance shall include the CITY, its officers, officials, employees and agents as additional insureds with respect to performance of services and shall contain no special limitations on the scope of protection afforded to the CITY as additional insured.

iii. The CONTRACTOR shall furnish the CITY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the CITY as an additional insured.

iv. If the CONTRACTOR's liability coverage is written as a claims-made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for a three-year period.

v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employer's Liability Coverage with a limit of not less than \$1,000,000.

d. Automobile Liability: The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include hired and non-owned automobiles. CONTRACTOR does not own any automobiles and thus is not required to have coverage for owned automobiles.

e. Other Insurance Provisions:

i. All insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self-insurance programs covering the CITY, its elected and appointed officers, officials, employees and agents.

ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or agents.

iii. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Insurer's liability.

iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

vii. Cyber Liability Insurance: Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall Include, but not be limited to, claims involving Infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic Information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

i. Certificates of Insurance shall show the Certificate Holder as City of Vancouver and include c/o of the Vancouver City Attorney's Office. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

ii. Written notice of cancellation or change shall be mailed to the CITY at the following address:

Attn: Kevin McClure, City Prosecutor
PO Box 1995
Vancouver WA, 98668-1995
Kevin.McClure@cityofvancouver.us

iii. The CONTRACTOR shall furnish the CITY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract (other than for the Workers' Compensation policy) will not be canceled or allowed to expire except on thirty (30) days prior written notice to the CITY; provided that ten (10) days prior notice shall be sufficient for cancellation or expiration due to non-payment of premium.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all Insurance policies specified in this Contract upon request of the CITY Risk Management Division.

9. TERMINATION

a. The CITY may terminate this Contract for convenience in whole or in part whenever the CITY determines, in its sole discretion, that such termination is in the best interests of the CITY. The CITY may terminate this Contract upon giving thirty (30) days written notice by Certified Mail to the CONTRACTOR. In that event, the CITY shall pay the CONTRACTOR for all Services rendered by the CONTRACTOR in performing the Contract, and for all work and deliverables delivered, up to the date of termination. Payment shall be made in accordance with Section 5 of this Contract. If payment has already been made by the CITY for the Services for the current term, then the effective date of such termination shall be at the end of such term.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the CITY may summarily terminate this Contract notwithstanding any other termination provision of the Contract upon giving thirty (30) days written notice by Certified Mail to the CONTRACTOR. Termination under this paragraph shall be effective upon the termination date specified in the written notice of termination sent by the CITY to the CONTRACTOR. After the effective date, CONTRACTOR shall cease providing access to the Services to the CITY and incur no further costs or expenses on the CITY'S behalf. CITY shall pay CONTRACTOR for all deliverables delivered and work and services rendered in a reasonably satisfactory manner, in each case, prior to such termination, including work in progress, and not only for the goods and services that have been delivered and accepted prior to termination.

c. If the CONTRACTOR breaches any of its material obligations hereunder and fails to cure such breach within a commercially reasonable period of time (of not less than fifteen (15) days) following receipt of written receipt of notice from the CITY detailing the specific nature of the breach, then the CITY may terminate this Contract. In event of such termination, the CITY shall pay CONTRACTOR for all deliverables delivered and work and services rendered in a reasonably satisfactory manner, in each case, prior to such termination, including work in progress, and not only for the goods and services that have been delivered and accepted prior to termination.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the CITY. Notwithstanding the foregoing, the CITY hereby approves in advance CONTRACTOR'S use of those certain consultants who, individually or through small companies, act as regular staff enhancements to CONTRACTOR.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR's services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the CITY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any CITY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other Insurance benefits, fringe benefits, or any other rights or privileges afforded to CITY employees.

c. The CONTRACTOR shall have and maintain complete responsibility for and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the CITY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, income or similar form of taxes required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations. CITY shall assume full responsibility for the payment of (or shall pay over and reimburse to CONTRACTOR the aggregate amount of) all sales, excise, or similar taxes or payments, if any, required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to duties, activities and requirements by the CONTRACTOR and all payments to the CONTRACTOR in performance of the work on this project and under this Contract.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The CITY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. LICENSE GRANT, OWNERSHIP OR DATA AND INTELLECTUAL PROPERTY

a. Grant of Access and Use License. CONTRACTOR shall

- (i) provide during the term of the License Agreement for use by the CITY ("users") the software license and hosting services described in the License Agreement and the attachments thereto in accordance with the terms and conditions thereof (the "Services").
- (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:
 - (a) planned downtime of which CONTRACTOR shall provide at least a one-day notice prior to CITY, and which CONTRACTOR shall schedule during standard non-business hours, or
 - (b) unavailability caused by circumstances beyond CONTRACTOR's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CONTRACTOR's employees), internet service provider failures or delays, or denial of service attacks, or
 - (c) as otherwise set forth in the License Agreement and the exhibits thereto, and
- (iii) provide the Services only in accordance with applicable laws and government regulations.
- (iv) CITY login requires SAML based single sign on to Azure directory.

b. Protection of City Data. CONTRACTOR shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the CITY'S Data stored within the Services at Amazon Web Services GovCloud, In each case in accordance with the terms and conditions of the License Agreement and the exhibits thereto. CONTRACTOR shall not:

- (i) modify CITY Data except as expressly permitted in writing or requested by CITY,
- (ii) disclose CITY Data except as compelled by law or as expressly permitted in writing by CITY, or

(iii) access CITY Data except to provide the Services and prevent or address technical problems, or at CITY's request in connection to customer support matters.

(iv) CONTRACTOR shall comply with keep current with PCI requirements if applicable with CITY data

(v) CONTRACTOR shall notify CITY within 24 hours in the event of a data breach where CITY data may be compromised. Such notification will be directed to help.desk@cityofvancouver.us.

(vi) All data that is transmitted (in transit) shall be immediately protected via encryption.

(vii) CITY retains all title, rights, interests, and ownership to all CITY data.

c. Data Storage. CONTRACTOR will determine the locations of the data centers in which CITY Data will be stored and accessible by the CITY and its users. CONTRACTOR will ensure that all CITY Data stored In the Services remains within the United States including any backup data, replication sites, and disaster recovery sites. CONTRACTOR shall not transfer CITY Data to any third parties without CITY'S express written directive to transfer such Data, and CITY'S complete Waiver and release from all liability which may result from or is/be connected to the transfer or use of CITY Data by such third party.

On a periodic basis, CONTRACTOR shall allow CITY to access or download data to the CITY in the event CONTRACTOR experiences a catastrophic server failure.

d. City Responsibilities. CITY shall:

(i) be responsible for its and Its users' compliance with restrictions on use of the Services and the other terms and conditions set forth In the License Agreement and the exhibits thereto,

(ii) be responsible for the accuracy, quality and legality of CITY Data and of the means by which CITY acquired such Data,

(iii) if applicable to CITY, maintain processes, controls and procedures to ensure CITY and its users' compliance with regulations and statutory requirements that apply to the CITY,

(iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify CONTRACTOR promptly of any such unauthorized access or use, and,

(v) provide local networks, internet access, desktop computers and related software to operate the Services, CITY shall not:

(a) make the Services available to anyone other than its users,

(b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit materials in violation of third-party privacy rights,

(c) use the Services to store or transmit Malicious Code,

(d) interfere with or disrupt the integrity or performance of the Services, or

(e) attempt to gain or permit unauthorized access to the Services. CITY Is solely responsible for all intentional, reckless or negligent actions or omissions by CITY's users which results in unauthorized access to CITY Data

e. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, CONTRACOR reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to CITY hereunder other than as expressly set forth herein.

f. Restrictions. CITY shall not itself nor permit any third party to access the Services, to:

(a) build or have built a competitive product or service,

(b) copy any features, functions or graphics of the Services

(c) create derivative works based on the Services except with CONTRACTOR's express prior written consent,

(d) reverse engineer, de-compile, or disassemble any portion of the Services,

(e) transfer any rights, rent or lease the Services or its usage. Derivative works includes any work where the Services are used, modified, translated or otherwise changed in any way to create or enhance the Services. Any Integration with or electronic link to the Services are prohibited without CONTRACTOR'S prior express written consent.

g. City Data. Subject to the limited rights granted by CITY to CONTRACTOR hereunder or under the License Agreement, CONTRACTOR acquires no right, title or interest under this Agreement in or to CITY Data.

17. DISPUTES.

Differences between the CONTRACTOR and the CITY, arising under and by virtue of this Contract, shall be brought to the attention of the CITY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall initially be decided by the CITY'S Contract representative or designee on behalf of the CITY, subject to the right of each of the CONTRACTOR and the CITY to pursue dispute resolution pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its Interpretation and performance.

b. The City has an approval procedure it must follow before entering into formal alternative dispute resolution processes.

c. Providing the City receives necessary approvals, any dispute arising under or related to this Agreement may be resolved as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

- i. Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within ten (10) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.
- ii. Mediation. If the dispute is not resolved within thirty (30) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. CITY shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and CONTRACTOR shall select the other. The mediation shall be conducted within thirty (30) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.
- iii. Arbitration. Any dispute that is not otherwise resolved by meeting or mediation may be resolved by arbitration in Clark County, Washington. The parties shall use an arbitrator agreed to by the parties from the Judicial Arbitration and Mediation Service (JAMS) and the arbitration shall be administered pursuant to JAMS Streamlined Arbitration Rules and Procedures. The arbitration shall occur as soon as possible based upon the schedule of the arbitrator. There shall be no discovery and the parties shall bear their own attorney's fees. The arbitrator fees will be shared equally between the parties.

d. If the City does not receive appropriate approvals for alternative dispute resolution, then any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Clark County, Washington State; provided that if they have or can acquire jurisdiction, the parties agree that venue shall be in the federal courts for the Western District of Washington.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the CITY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the CITY may, in its sole discretion, terminate this Contract.

20. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

22. COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act, RCW 39.34 provides a means for other government entities to cooperatively purchase goods and services. CONTRACTOR agrees that other Washington State government entities may acquire the same products and services provided for in this Contract under equivalent terms.

CONTRACTOR

For the City of Vancouver, Washington

Journal Technologies, Inc.

By (Print): Maryjoe Rodriguez

By: Eric Holmes

Signature: _____

Signature: _____

Title: President

Title: City Manager

Date:

Date:

Approved as to Form:

Name: Jonathan Young

Title: City Attorney

By: _____

EXHIBIT A

to

PROFESSIONAL SERVICES CONTRACT

CITY OF VANCOUVER/JOURNAL TECHNOLOGIES, INC.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE, LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this “Agreement”), by and between Journal Technologies, Inc. a Utah corporation (hereinafter “**Licensor**”), and the City of Vancouver, Washington (hereinafter “**Licensee**”), is made as of the date executed by both Licensor and Licensee (the “**Effective Date**”). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee’s production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A-1 (“LICENSE, MAINTENANCE AND SUPPORT FEES”), together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 (“License, Maintenance and Support Fees”).

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;

- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
- (3) unauthorized access to or acquisition of Customer Data
- (4) a loss of Customer Data;
- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
 - (a) provide adequate notice, choice, consent, access, or security regarding the Customer Data;
 - (b) take appropriate steps to ensure the accuracy of Customer Data;
 - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
 - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.10 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.11 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not

government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term for the Licensed Software, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use such Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term for such Licensed Software and only so long as Licensee has paid the required License, Maintenance and Support Fees for such Users and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the date of initial Go Live of the Licensed Software; provided that the License, Maintenance and Support Fees for the first year of the License Term for any Users that will Use the Licensed Software as of or immediately following such Go Live must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). The License Term shall continue until the second anniversary of the date of final Go Live (the "License Term"). Licensee shall have an option to renew the License Term for one additional two-year period, which option shall be exercisable upon written notice to Licensor given not less than thirty (30) days prior to the end of the initial License Term. Notwithstanding the foregoing, Licensee shall have the right to terminate this Agreement at any time (and for any reason) upon thirty (30) days' prior written notice to Licensor, provided that (i) in the event of any such termination, Licensee shall pay Licensor for all work and services performed or delivered hereunder or under the Professional Services Agreement in a reasonably satisfactory manner prior to termination, whether or not completed or accepted at the time of termination, and (ii) in no event shall any License, Maintenance and Support Fees or Hosting and Storage Fees for the Licensed Software paid by Licensee to Licensor (or any portion thereof) be refunded or refundable to Licensee in connection with such termination.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees for the Licensed Software (and Hosting and Storage Fees if Licensee elects to have Licensor provide hosted services for the Licensed Software pursuant to Section 2.2.6) to Licensor based on the number of Users and calculated in accordance with Exhibit A-1, in advance of each applicable year of the License Term for such Licensed Software, including each year of

the original License Term and each one-year extensions; provided that the that the License, Maintenance and Support Fees for the first year of the License Term must be paid prior to initial Go Live in accordance with the proviso set forth in Section 2.2.1. Annual License, Maintenance and Support (and Hosting and Storage) Fees are subject to increase in accordance with Exhibit A-1. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees (and Hosting and Storage Fees), calculated according to Exhibit A-1, and pro-rated for any partial year of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 (“Licensor’s Responsibilities”) shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensor and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit A-2 (“SOURCE CODE ESCROW AGREEMENT”). Licensee shall complete the beneficiary enrollment form and provide the completed form to Licensor for submission to InnovaSafe. Licensor shall pay the annual beneficiary fee for Licensee to InnovaSafe for each year of the License Term.

2.2.6 Hosted Services. If the Licensee desires for Licensor to provide hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibits A-3 (“Hosted Services”) and A-4 (“Journal Technologies Cloud Hosted Services”) and to Licensee’s payment of the requisite hosting and storage fees referenced therein and set forth in Exhibit A-1 for all periods during which Licensor provides Hosted Services. Notwithstanding the foregoing, Licensor shall not provide hosted services unless Licensor has attached Exhibit A-3 and

Exhibit A-4 to this Agreement upon Licensee's request therefor, or Licensee and Licensor have entered into a separate written agreement for such services.

3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces provided by Licensor using the Licensed Software's application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Support for the Licensed Software and its Public Portal shall otherwise be governed by the Incident Response and Resolution Targets procedure described in Exhibit A-5 to this Agreement. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support.

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.3.2 Licensee must provide Licensor's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative,

and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 ("Conditions to Receive Support") above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 **No Other Warranties.** THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY

ANY AND ALL CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT ARE SUBJECT TO THE LIMITATIONS ON LIABILITY SET FORTH .IN SECTION 7(e) OF THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE PARTIES TO WHICH THIS AGREEMENT IS ATTACHED.

6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor shall implement reasonable and appropriate measures designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Licensor shall not voluntarily and affirmatively disclose to any third party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within 5 business days. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor's support personnel from accessing Licensee's Customer Data for purposes of investigating or resolving a Support request.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to

any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 (“Term and Termination”).

7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of amounts due to Licensor when the same are due (including without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Professional Services Agreement), and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Professional Services Agreement) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy; or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination including without limitation the requirement for return of Licensee’s data; additionally, Licensee must cease use of the Licensed Software immediately upon termination and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the

Licensed Software. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: Maryjoe Rodriguez, President

and

Munger, Tolles & Olson LLP
1155 F St. NW
Washington, DC, 20004
Attention: Brett Rodda

To Licensee: City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
Attn: City Prosecutor

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party, provided that Licensor may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Licensee. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A

transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties.

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within ten (10) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within thirty (30) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensors shall select the other. The mediation shall be considered within thirty (30) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Clark County, Washington, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief only in any of the courts of competent jurisdiction in Washington State (other than those located in Clark County); provided that if they have or can acquire jurisdiction, the parties agree that venue shall be in federal courts for the Western District of Washington.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks,

earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8.8 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflict of law principles.

8.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

By: _____

Date: _____

Printed Name and Title: Maryjoe Rodriguez, President

CITY OF VANCOUVER, WASHINGTON:

By: _____

Date: _____

Printed Name and Title: Eric Holmes, City Manager

EXHIBIT A-1
LICENSE, MAINTENANCE AND SUPPORT FEES
and HOSTING AND STORAGE FEES

A. eProsecutor®

1. Licensed Software: eProsecutor®. The annual License, Maintenance and Support Fees include the Licensed Software licenses, maintenance updates, upgrades and routine Support as described in the Agreement.

2. Annual eProsecutor® License, Maintenance and Support Fees: \$50,000 (and adjusted for any CPI increase after the first year), which includes:

- (a) Licensed Software licenses for up to 38 agency Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.12).
- (b) 8 additional licenses (i.e., 20% of agency Users) for unlimited use of the eProsecutor® Public Portal by other governmental agencies including those accessing the Licensed Software via interfaces or the Public Portal, (i.e. Users identified in clause (b) of such “User” definition).
- (c) 4 additional licenses (i.e., 10% of agency Users) for unlimited use of eProsecutor® Public Portal by public Users (i.e., Users identified in clause (c) of such User definition).

For a total of up to 50 User license.

If the number of agency Users increases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual License, Maintenance and Support Fee of \$50,000:

User Groups*	User Licenses	Annual License, Maintenance and Support Fees	
		Per License	For Group
1-50	50	\$ 1,000	\$ 50,000
51-100	50	800	40,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

An annual CPI adjustment will automatically be applied to the annual License, Maintenance and Support Fees, and to the annual Hosting Fees, for each year of the eProbation License Term after the first year.

3. Annual eProbation® Hosting and Storage Fees: \$40,000 (and adjusted for any CPI increase after the first year), which includes 1TB of database storage, with each additional TB priced at \$4,000 annually. Document storage shall be charged in accordance with Licensee's usage, and pursuant to the table set forth below. Document storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Licensor.

All Cloud Storage fees are NON-REFUNDABLE for any reason. Licensor will NOT refund, and will not be obligated or required to refund, any storage fees under any circumstances.

a. DOCUMENT STORAGE

1. PRICING/FEEES

Service	Price
Storage – Frequent Access Tier	\$0.093 per GB
Storage – Infrequent Access Tier	\$0.055 per GB
Storage – Achieve Access Tier	\$0.0278 per GB

** Storage usage is calculated in binary gigabytes (GB), where 1GB is 1,073,741,824 bytes. This unit of measurement is also known as a gibibyte (GiB), defined by the International Electrotechnical Commission (IEC)*

2. PAYMENTS

Licensor shall bill Licensee for Document Storage annually, at the end of each year of the License Term; provided, however, that once Licensee's total Document Storage usage reaches a threshold of two (2) TB, such customers will begin receiving monthly invoices for Document Storage. The storage threshold determining the timing of Licensee's payments (annually or monthly) is subject to change throughout the course of the Agreement upon 30 days prior notice.

Licensee has two options for paying for these fees: All CONTRACTOR invoices and statement information shall be addressed to: software@cityofvancouver.us

Option #1: Invoice

Licensee will be sent an invoice, either annually or monthly depending on the customer's overall total Document Storage usage, for average daily storage usage. Licensee may use ACH to make its Invoice Payments.

Option #2: Automated

If Licensee wishes to automatically pay for their storage, Licensee may setup an automatic payment plan with Licensor.

If the number of agency Users increases or decreases, the annual Hosting and Storage Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual Hosting and Storage Fees of \$40,000:

User Groups*	User Licenses	Annual Hosting Fees (<i>Excluding document storage</i>)	
		Per License	For Group
1-50	50	\$800	\$40,000
51-100	50	500	25,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

Payment of the Annual Hosting and Storage Fees shall be subject to the same payment schedule as the annual License Fees and shall also be subject to an annual CPI increase adjustment. For the avoidance of doubt, Licensee shall continue to pay both the annual License, Maintenance and Support Fees and the Annual Hosting and Storage Fees.

In addition to the annual Hosting and Storage Fees that will be charged during the eProbation License Term as set forth above, if Licensee elects to have Licensor host the data conversion testing environment during the eProbation project implementation phase prior to eProbation Go Live, then Licensee shall pay Licensor a monthly fee of \$3,300/month for such hosted services provided prior to eProbation Go Live (but there shall be no monthly fee payable for the first two months of such pre-Go Live hosted services). The aggregate total monthly fees for such pre-Go Live hosting services (which shall be pro-rated for any partial month) shall be payable by Licensee in two equal installments, the first payable prior to eProbation Go Live with Licensee's payment of the annual License, Maintenance and Support Fees and Hosting and Storage Fees for the first year of the eProbation License Term, and the second payable upon the first anniversary of the date of eProbation Go Live with Licensee's payment of the annual License, Maintenance and Support Fees and Hosting and Storage Fees for the second year of the eProbation License Term.

4. Payment of Annual Fees: Licensee shall pay the License, Maintenance and Support Fees and Hosting and Storage Fees for eProsecutor® for (a) the first year of the License Term after initial Go Live of eProsecutor®, and (b) each subsequent year of the original License Term and each one-year extension thereof, annually in advance of each such year of the License Term (as extended) for eProsecutor® on or prior to each anniversary of the date of such initial Go Live, in each case in accordance with the provisions of Section 2.2.2 of the License Agreement.

EXHIBIT A-2
SOURCE CODE ESCROW AGREEMENT

[SEE ATTACHED]



IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required
- Services include:
 - Complete client service
 - Fees Locked For the Initial Term
 - Physical or Electronic Deposits
 - Quarterly Deposits Included
 - No Additional Storage Fee
 - Toll Free Telephone Support (800) 239-3989

**Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com**

This Software Source Code Escrow Agreement (“Agreement”), number 2738, effective as of the date signed by the Depositor (“Effective Date”), is made and entered into by InnovaSafe, Inc. (“InnovaSafe”), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Journal Technologies, Inc. successor in interest to Sustain Technologies, Inc. (“Depositor”), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

“Beneficiary” means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

“Beneficiary Enrollment Form” means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

“Designated Beneficiary” means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

“Description of Escrow Deposit” means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

“Escrow Deposit” or *“Deposit”* means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

“License Agreement” means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

“Replacement” means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

“Software” means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

“Source Code” means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

“Update” means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its

release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet..

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and

IS2ex v09.2
Account#2738

© 2009 InnovaSafe, Inc. All Rights Reserved

from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4. DEPOSIT RELEASE PROCEDURES

4.1 Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has materially breached an obligation to provide maintenance or bug fixes to which Beneficiary is entitled under the License Agreement and (i) such material breach will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate, (ii) Beneficiary is not in breach of the terms of the License Agreement and (iii) Beneficiary has terminated the License Agreement in accordance with the terms of the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary;

or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of one year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation

to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other

IS2ex v09.2

Account#2738

© 2009 InnovaSafe, Inc. All Rights Reserved

professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative ("Designated Representative") identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification :

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs

IS2ex v09.2
Account#2738

© 2009 InnovaSafe, Inc. All Rights Reserved

and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes

involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. NOTICES

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, <http://www.innovasafe.com/update.html>.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1 st . St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	c/o claudia nading@dailyjournal.com maryjoe.rodriguez@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.

Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA
Phone: USA Direct: 1-800-239-3989
International Direct: 1-661-310-1810
Facsimile: 1-661-295-5515
eMail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11. MISCELLANEOUS PROVISIONS

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6 Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized

hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR

BY: Gerald L. Salzman
Signature

Name: Gerald L. Salzman

Title: President

Date: 7/13/10

INNOVASAFE

BY: [Signature]
Signature

Name: John J. Stulman

Title: President/CEO

Date: 19 JUL 10

EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE ACCOUNT # 2738

**THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT:
 28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA**

The Ex. A can also be completed online at: <http://www.innovasafe.com/exhibitA.html>

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc...):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ Return OR ☐ Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s)) If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

☐ All or Specific Deposits (list here): _____

EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this _____ day of _____, 20____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	Party responsible for:	☐ Depositor	Party responsible for:	☐ Depositor
	Annual Deposit fee:	☐ Beneficiary	Annual Beneficiary fee:	☐ Beneficiary

Invoicing Contact (Required**):**

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

Date: _____

See Ex. "C" Schedule of Fees	Party responsible for:	☐ Depositor	Party responsible for:	☐ Depositor
	Annual Deposit fee:	☐ Beneficiary	Annual Beneficiary fee:	☐ Beneficiary

Invoicing Contact (Required):

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	No Fee	
Traditional Escrow Annual Deposit Fee*		
▪ 1st Product	\$675	
▪ Additional Products – per product	\$350	
▪ Included Benefits and Services		
○ 4 Free Updates/Replacements		
○ Physical or Electronic Deposits		
○ Deposit Notification – all parties		
Annual Beneficiary Fee	\$200	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	\$995	☐ Yes ☒ No
▪ Basic Report	No Fee	☐ Yes ☒ No
▪ Detailed Report	\$95 per report	☐ Yes ☒ No
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	\$200	☐ Yes ☒ No
▪ Dual Vaulting	\$200	☐ Yes ☒ No
▪ Account Status Reports - Quarterly	\$200	☐ Yes ☒ No
▪ Deposit Tracking - Quarterly	\$200	☐ Yes ☒ No
▪ SafeAccess (24/7) Online Deposit History Only	\$200	☐ Yes ☒ No
▪ FullAccess (24/7) Online Comprehensive	\$200	☐ Yes ☒ No
▪ L1 Deposit Verification – Limited Only	\$200	☐ Yes ☒ No
Additional Optional Services		
▪ L2 Verification – File Analysis – per check	Quote Only	
▪ L3 Verification – Comprehensive – per check	Quote Only	
Release Request Fee – per request	\$200	

**One product deposit and one beneficiary fee will always be invoiced*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

EXHIBIT D
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this _____ day of _____, 20____ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of \$ _____ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515

EXHIBIT A-3

HOSTED SERVICES

Licensor Hosting. In consideration for Licensee's payment to License of the Annual Hosting and Storage Fees (in addition to the annual License, Maintenance and Support Fees) set forth on Exhibit A-1, Licensor will provide Licensed Software hosted services (the "Hosted Service"), which Licensee may access via an internet connection.

Definitions. Capitalized terms used and not otherwise defined in this **Exhibit A-3** or **Exhibit A-4** shall have the respective meanings given them in the Agreement.

Licensor Responsibilities. Licensor's responsibilities with respect to the Hosted Service are as follows:

- a. Provide Software as a Service (SaaS) for the hosting of Licensee data, in keeping with the definition of SaaS set forth in NIST Special Publication 800-145.
- b. Provide Maintenance of the Hosted Services.
- c. Provide services as described in **Exhibit A-4**
- d. Licensor shall not be responsible for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee's failure to comply with subparagraph b. below under the heading "Licensee Responsibilities."

Licensee Responsibilities. Licensee's responsibilities with respect to the Hosted Service are as follows:

- a. Pay the Annual Hosting and Storage Fees listed in **Exhibit A-1**.
- b. Provide a secure internet connection between Users and the hosted environment that meets necessary bandwidth requirements.
- c. Licensee is solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User's account credentials from such a User or Licensee, (iii) changes that Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by Licensee. Without limiting the foregoing, Licensee shall: (A) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.
- d. Accept that Licensee and any and all third parties associated to the Licensee (i) will never have direct, privileged access to Licensor's hosted infrastructure (servers, database, file storage, monitoring, dashboards, etc) and accordingly (ii) are restricted from installing or requiring installation of third-party software.

- e. Accept that each hosted instance allows for one (1) terabyte of database storage. Licensee will be notified when database storage usage thresholds exceed 80% of the then available storage and the database storage will automatically be expanded in accordance with Exhibit A-1. Additional database storage may be pre-purchased at any time.
- f. Have and maintain the following workstation configuration requirements

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Mouse/trackpad, keyboard
Memory	4 GB minimum (8+ GB preferred)
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network	Secure internet connection
Operating system	Supported OS from Microsoft or Apple
Other required software and versions	Supported browser versions of Licensee's choice from the following list: Microsoft IE, Microsoft Edge, Firefox, Google Chrome, Apple Safari. Java Runtime Environment 8 only for automated printing and scanning.
Third-party applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format)

System Period of Maintenance.

- a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening or as agreed upon by Licensee. Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window. The Hosted Service will not always be disrupted during each weekly maintenance window.
- b. *Extended Maintenance Outage*. If Licensors requires additional time for maintenance or installation, Licensors shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensors's notice shall explain the nature and expected duration for the extended maintenance outage.
- c. *Critical Security Maintenance*. The Hosted Service shall be subject to immediate security maintenance with less than 24-hour notice given to the Licensee in the event a critical software vulnerability needs to be patched.

System Availability.

- a. *Monitoring; Reporting*. The parties will use a monitoring tool, such as New Relic or Zabbix, to monitor system availability. "System availability" refers to (a) the performance of the hosting services, as well as (b) the JTI software applications residing on the hosting service. Licensors shall provide reports on key availability, continuity and performance-metrics upon request given

a reasonable time frame and only once per month. For service outages, Licensor will provide the customer a Root Cause Analysis (RCA) upon request within 5-7 business days of the outage.

b. *Warranty.* Licensor warrants that system availability at the server level will not be less than 95% in any one (1) calendar day period (excluding downtime for scheduled maintenance), and that system availability at the server level will not be less than 99% in any one (1) calendar day period during the agency system's normal business hours, which are 9 a.m. to 5 p.m. Monday-Friday, Pacific Time.

c. *Service Credits.* Commencing 90 days after Go Live, if the system availability does not meet the requirements set forth in the preceding paragraph, Licensee shall be entitled to a service credit in the amount of 2.5% of the pro rata monthly Hosting Fee for each occurrence capped at 10% of the pro rata monthly hosting fee. The percentage credit shall be applied against the Hosting Fee as if paid monthly, pro rata, regardless of the actual frequency of the Hosting Fee.

EXHIBIT A-4

JOURNAL TECHNOLOGIES CLOUD HOSTED SERVICES

Licensor will host your data and software with a top-tier hosting provider like AWS or Microsoft Azure. These companies provide state-of-the-art compute power, storage and security.

Licensor's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

DATABASE STORAGE

One terabyte (TB) of database storage is included with the hosting service. Additional database storage is always available and is automatically provisioned when required. At the end of the current billing period, Licensor compares the actual storage Licensee is using to the contracted amount and both (i) adjusts the storage cost for the next period and (ii) may retroactively bill the Licensor for the actual usage, per the database storage rate table in Exhibit A.

Copies of the systems database are available upon request for a transfer fee of \$300 dollars and are provided as an MS SQL Backup file. Backup requests take 3 business days to process and will be made available on a secure transfer site for download.

DOCUMENT STORAGE

Licensor provides on-demand document storage to meet the Licensee's document management requirements. Licensor leverages world-class document storage solutions like AWS and Azure to store documents. Licensees are billed for the storage they use ("pay as you go") with no storage caps. The system is designed to optimize Licensee storage costs by automatically moving documents and objects to cost-effective access tiers without little performance impact or operational overhead.

Document storage incorporates three access tiers: Frequent Access; Infrequent Access; and Archive Access. Documents that have not been accessed for a minimum 30 days are automatically moved to the Infrequent Access tier. Documents that have not been accessed for a minimum 90 days are automatically moved to the Archive Access tier. If the Document is requested, it will be moved back to the Frequent Access tier and the lifecycle begins again.

Licensees can store any number of documents and are automatically billed according to the rate table in Exhibit A. Each document object can be up to 5 TB in size and is replicated automatically across multiple data centers for redundancy. All objects are versioned protecting data from the consequences of unintended overwrites and deletions.

Copies of the systems complete document file store are available upon request for a transfer fee of \$40/Day + \$0.20 USD/GB with a minimum of 10 calendar days to complete extraction. Shipping and handling will be added. For this extraction, all documents and other digital files stored in the case management system will be copied to an encrypted hard drive and delivered via a certified carrier. Transfer fee is subject to price change throughout the course of this agreement upon 60 days prior notice.

SECURITY

Secure Hosted Environment - AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

Microsoft Azure provides similar services and security. City application logins shall use OAuth2-based Single Sign On to Azure Active Directory

Data Security - Journal Technologies builds our hosted solution to meet data security standards and best practices set forth by the US Department of Justice Criminal Justice Information Services (CJIS) Security Policy. We also reference Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5 a mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls.

Data at Rest - The database in our hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm.

Data in Transit - Journal Tech customers are hosted in AWS GovCloud (US). The connection to Licensee's location is established using a site-to-site virtual private network (VPN) or over HTTP over TLS (HTTPS). When CJIS is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.

Security Testing - Licensor runs nightly vulnerability scans on our hosted infrastructure. This includes scans for vulnerabilities such as OWASP exploits, weak authentication, operating system and application versions, etc. It also checks for suspicious behaviors (or indicators of compromise) which are programs or people doing activity they don't normally do such as escalating privileges, logging into a server a named user never uses, accounts running scripts they previously did not, etc.

Licensor undergoes monthly, internal penetration and vulnerability tests across our product lines using NIST 800-30 to assess the overall risk of any vulnerabilities found. Guidance for vulnerability tests come from the OWASP Application Security Verification Standard (ASVS) 4.0.

Security Breach - A security breach is an incident that results in unauthorized access to data, applications, networks or devices. In the event of a potential security breach, Journal Technologies will follow its Security Incident Response Plan. If a verified security breach occurs Journal Technologies will promptly notify Licensee's IT representatives or CSO. Licensor shall notify City within 24-48 hours in the event there is a verified data breach where City data may be compromised at help.desk@cityofvancouver.us

SOC 2 Type 1

Licensor has completed a System & Organization Control (SOC) 2 Type 1 audit, an independent third-party examination of Licensor's information security controls. Licensor can make available to Licensee SOC reports upon Licensee's reasonable request therefor, subject to the confidentiality provisions of this Agreement and any other procedures Licensor may deem necessary to protect the security of such reports.

DATA OWNERSHIP

All the hosted Customer Data remains Licensee's property during and after the lifetime of the hosting contract. Licensor interaction with Customer Data strictly limited to supporting Licensee's operation.

DATABASE BACKUPS AND DISASTER RECOVERY

We backup your production database every two hours to redundant storage available in multiple availability zones. At the end of the day, the final backup is archived, and the other hourly backups are overwritten the next day. We maintain fourteen days of archival data backup.

This gives us a Restore Point Objective (RPO) of two hours or less.

We snapshot your running Compute Instances (CI) once every 24 hours and rotate the CI backups every 14 days.

All backups and snapshots are encrypted at rest.

In a disaster scenario, should your compute instances in the primary availability zone cease to respond for two hours we begin to restore from backups and snapshots to a different availability zone.

Our DR Restore Point Objective (RPO) is two hours or less and our Recovery Time Objective (RTO) is twenty-four hours or less

CLOUD MAINTENANCE

Journal Tech (i) installs operating system (OS) updates as needed during maintenance windows and (ii) install critical OS updates within 24-48 hours of a CVSS score of 7 or above.

Exhibit A-5

Incident Response and Resolution Targets

This exhibit articulates the Licensor's support obligations. The exhibit sets forth the process that the Parties will use to identify issues with the Licensed Software, and it addresses how the issues will be resolved according to their classification.

1. "Incident" defined.

An incident is a disruption in the normal information flow or service with the software application.

2. Incident Categories

Each incident will be classified in accordance with the categories below:

- **1 – Critical:** Product Failure/Loss of Service: A problem with all or part of a component of the Licensed Software causing disruption to business activity preventing the use of the System.
- **2 - High:** Non-critical System failures: A fault that causes the System to not operate in accordance with specifications, but the System remains usable with a moderate level of difficulty. Response time degradation on non-critical system components is included in this category.
- **3 – Medium:** Non-critical System failures: A fault causing the service to not operate in accordance with specifications but usable with a minimum level of difficulty. General questions about the Licensed Software shall be tracked in this category.
- **4 – Low:** A minor fault causing the system not to operate in accordance with specifications, with no disruption to business activity. This category includes "incidents" relating to environments other than production.

3. Incident Reporting

Licensor and Licensee commit to report incidents as they are perceived. An incident report will be made via phone, email or JIRA and needs to contain the following data:

- Description of the issue observed/incident.
- Date and time of the observation reported.
- Name, organization and contact of the reporter
- Environment/System descriptors, such as which instance, page IDs/names, reports, and so on. These descriptors may be adjusted from time to time.
- Description of steps that if they were taken may reproduce the issue observed.

For incidents reported via email, the Licensor will ensure that such incidents will be added to JIRA upon receipt of the email. For incidents reported via phone, the Licensor will capture the incident in JIRA during the phone call or immediately thereafter.

From time to time, the parties may agree to use a tool other than JIRA.

4. Incident Tracking

At all times, JIRA is to provide a current log of outstanding and closed incidents, any actions taken and planned as applicable, and any result/outcome information available. This log will also provide current and historic status information that includes the time lapses between status changes.

5. Incident Response and Resolution.

Each action on an incident reported shall be recorded in JIRA. An incident reported shall be triaged by the Licensor to determine if the incident does not constitute a request for support. If it does not, the Licensor shall notify the incident reporter. The reporter shall have the opportunity to re-submit the incident.

Licensor shall respond to requests for technical support received via one of the standard methods of contact. Licensor goal is to provide a response and resolution based on the category of incident within the time frames set forth below:

Category	Response Goal (via Telephone)	Response Goal (email, internet)	Resolution Goal
1-Critical	Immediate	4 business hours	ASAP, but no more than 48 hours upon verification of steps to reproduce issue
2-High	Immediate	4 business hours	ASAP, but no more than 60 days upon verification of steps to reproduce issue
3-Medium	Immediate	4 business hours	ASAP, but no more than 90 days upon verification of steps to reproduce issue
4-Low	Immediate	4 business hours	ASAP, but no more than 180 days upon verification of steps to reproduce issue

A response within goal is an acknowledgement that the Licensor has received the Incident Report. It does not mean that the Incident has been satisfied.

Resolution Time does not include any time period(s) during which Licensor is waiting on information, clarification or task completion by Licensee.

6. Overall Support Services Expectation:

Licensor shall meet or exceed the following performance metrics on an annual basis:

- Incidents reported/Support calls
 - 85% live answer of all calls
- Response Within Goal
 - 90% of all Incident Requests and Service Requests within the Response Goal
 - A response within the Response Goal is an acknowledgement that the Licensor has received the Service Request. It does not mean that the Service Request has been satisfied.
- Resolution Within Target
 - 90% of all Incident Requests and Service Requests addressed.
 - Resolution period begins when steps to reproduce are verified
 - For time periods when Licensor is waiting for information, clarification or task completion, any of which prevent the Licensor from working on an Incident, the resolution performance clock will be on “hold” until Licensee responds with information sufficient to allow Licensor to continue work.

EXHIBIT B
to
PROFESSIONAL SERVICES CONTRACT
CITY OF VANCOUVER/JOURNAL TECHNOLOGIES, INC.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "Journal Technologies"), and the City of Vancouver, Washington (hereinafter "Client"), is made as of the date executed by both Journal Technologies and Client (the "Effective Date").

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Deliverable(s)** means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

1.2 **Go Live** has the meaning ascribed to such term in the License Agreement.

1.3 **License Agreement** means that certain Software License, Maintenance and Support Agreement entered into by Journal Technologies (as Licensor) and Client (as Licensee) concurrently herewith (as such agreement may be amended from time to time pursuant to the terms thereof).

1.4 **Licensed Software** has the meaning ascribed to such term in the License Agreement.

1.5 **Project** means each project undertaken by Journal Technologies under Section 2 ("Services") pursuant to a Statement of Work.

1.6 **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit B-1 for the initial Services or in the applicable Statement of Work for additional Services.

1.7 **Services** means those services provided by Journal Technologies to Client under Section 2 ("Services") of this Agreement.

1.8 **Statement of Work** means a statement of work, prepared and executed pursuant to the provisions of Section 2 ("Services") of this Agreement.

2. SERVICES

2.1 Projects. Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client.

2.2 Project Requests. If Client requests that Journal Technologies provide Services to Client other than those expressly set forth in this Agreement or Exhibit B-1 hereto, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested Services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Procedure for Agreement upon Statements of Work.

2.3.1 Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

2.3.2 Incorporation of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

2.3.3 Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.4 Journal Technologies' Employees and Subcontractors; Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

2.5 Status Reporting. Journal Technologies will provide reasonable status reports to Client upon request.

2.6 Status Meetings. If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

2.7 Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client

shall have the right to inspect any such records upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

2.8 Go Live. Upon the occurrence of each Go Live of the Licensed Software for a Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live.

2.9 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the License Agreement.

3. WARRANTIES

3.1 Services Warranties. Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies' employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2 Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to

Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for all Service Fees for the Licensed Software shall become due and payable upon the final Go Live of the Licensed Software for such Project, net thirty (30) days. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5. LIMITATIONS ON LIABILITY

ANY AND ALL CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT ARE SUBJECT TO THE LIMITATIONS ON LIABILITY SET FORTH IN SECTION 7(e) OF THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE PARTIES TO WHICH THIS AGREEMENT IS ATTACHED.

6. CONFIDENTIALITY

6.1 Client's Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

6.2 Journal Technologies' Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Agreement is the confidential and proprietary information of Client, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims,

demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 (“Confidentiality”) shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 (“Term and Termination”).

7.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3 Termination by Journal Technologies.

7.3.1 Payment Default. Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of amounts due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.3.2 Other Client Defaults. Journal Technologies may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.4 Termination by Client. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have

the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: Maryjoe Rodriguez, President

and

Munger, Tolles & Olson LLP
1155 F St. NW
Washington, DC, 20004
Attention: Brett Rodda

To Licensee: City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
Attn: City Prosecutor

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party, provided that Licensor may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Licensee. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties.

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within ten (10) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within thirty (30) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be considered within thirty (30) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Clark County, Washington, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief only in any of the courts of competent jurisdiction in Clark County, Washington State; provided that if they have or can acquire jurisdiction, the parties agree that venue shall be in federal courts for the Western District of Washington.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of

control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8.8 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflict of law principles.

8.9 Independent Contractor. Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.10 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.11 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

By: _____

Date: _____

Printed Name and Title: Maryjoe Rodriguez, President

CITY OF VANCOUVER, WASHINGTON:

By: _____

Date: _____

Printed Name and Title: Eric Holmes, City Manager

EXHIBIT B-1
PRICING PROPOSAL
(excluding license, maintenance and support fees and hosting and storage fees)

eProsecutor®

	One-Time Cost
Professional services, including expenses (Notes)	
Implementation services	<u>\$200,000</u>
Interfaces	
Sector (one-way)	\$15,000
Mark43 (one-way)	\$15,000
Interfaces Total	<u>\$30,000</u>
Data Conversion (Tiburon)	<u>\$65,000</u>
	<u>\$295,000</u>

Notes

There must be significant involvement from Client's IT personnel during the conversions and interfaces. The interfaces require a willing and capable data exchange partner at agencies with which Client wishes to interface. Since Client's IT department will become familiar with eProsecutor's® API, Client will be able to assist with and maintain the interfaces as well as develop interfaces. The Client will be responsible for ensuring the cooperation of its other contractors that are counterparties to the conversions and interfaces.

The pricing proposal above reflects the inclusion of the following interfaces: Sector (one-way); Mark43 (one-way). In the event, however, that Client delivers written notice to Journal Technologies that Client elects to exclude any of the foregoing interfaces before Journal Technologies has commenced any work or services on such interface, then such interface shall be excluded and no work shall be done on such interface, and the total amount payable for the interfaces shall be reduced based on the cost set forth above for the excluded interface. If Journal Technologies has commenced any work or services on the interface before its receipt of Client's request to exclude such interface, then no reduction in the amount payable for the interfaces shall be made.

Any additional interfaces not included in the preceding paragraph will be done pursuant to Statements of Work.

Journal Technologies has assumed that Client's IT department, in consultation with Journal Technologies' project team, will complete the mapping and transfer of the legacy data to a common database system provided by Client's IT department. From the common database Journal Technologies will insert it into eProsecutor® thus completing a full data conversion. Client's team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. The data conversion fee represents the cost to convert Client's legacy data into eProsecutor®. Any additional conversions will be done pursuant to Statements of Work. With Client's approval, Journal Technologies might use a third-party to assist with the conversion and interfaces.

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. Client acknowledges and agrees that Journal Technologies has prepared this Exhibit B-1 on the assumption that Client is exempt from federal excise taxes and without the inclusion of any Washington or local sales or use taxes. All sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including subsequent training and legislative-type updates, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Contractor's current hourly rate is \$200.

EXHIBIT C
to
PROFESSIONAL SERVICES CONTRACT
CITY OF VANCOUVER, WASHINGTON / JOURNAL TECHNOLOGIES, INC.

Objective 1: Jointly provide project management and coordination	
Deliverable 1.1	Detailed Project Work Plan (“ <u>Project Work Plan</u> ”)
Purpose	JTI and City to jointly establish a mutually agreed-upon project work plan before significant work occurs and to identify the specific tasks and resource levels necessary to timely deliver the elements in the Work Statement.
Content	A hierarchical work breakdown structure, including task dependencies, schedules, deliverables, and the Contractor and City resource assignments broken down to a sufficient level of detail to allow effective project control. The project work plan shall also include a detailed analysis of key project performance indicators and the critical path.
Due Date	30 days following the execution date of this contract.
Deliverable 1.2	Project Status Reports
Purpose	JTI and City to jointly provide clear ongoing communications to stakeholders concerning the status of the project.
Content	A biweekly report containing sufficiently detailed information to enable City to determine the status of the project and any variance from the detailed project plan, schedule, or budget. The status report will include, at a minimum: • Technical status of the project including Deliverable status, configuration status, and forecasted Deliverable status for the next reporting period • Resource status for the project including staff utilization • Schedule status for the project including task status, milestones completed, phases completed, schedule trends, and schedule summary • Comparison of actual percent complete versus scheduled for the work breakdown structure • Issues, risks, and resource constraints which are affecting or could affect progress including the proposed or actual resolution • Proposed changes to the project work plan, reasons for the changes, and approval/disapproval determination for any proposed changes • Updated detailed project work plan with approved changes highlighted
Due Date	Ongoing throughout the lifecycle of the project.

Objective 2: Perform initial installation	
Deliverable 2.1	Hardware Specifications
Purpose	To provide City with all necessary hardware specifications to enable preparation of City’s Virtual Private Cloud for installation of the Licensed Software at least 45 days prior to the scheduled installation, if applicable. Hardware specifications must include database, application, internet, and other

	servers and associated data storage devices to meet all of the technical requirements specified in the RFP and in the accompanying Requirements Matrix.
Content	Detailed specifications of the Hardware and associated environmental requirements for the proposed system.
Due Date	30 days following the execution date of this contract.
Deliverable 2.2	Installation Certification Document
Purpose	To certify the successful installation of the Licensed Software in the City Virtual Private Cloud, and that the test, development, and production environments are functioning as necessary to support the implementation effort.
Content	A signed document warranting and certifying that the Licensed Software has been installed in City's test, development, and production environments, that the Licensed Software works as intended, that the installation has not degraded use of other City computer systems, that user authentication information is correctly shared with City's network user authentication application, and that the Licensed Software can be accessed via the network and can communicate with other City network resources necessary for the full functioning of the Licensed Software. The document will also summarize the components installed and describe the means used to verify the installation. If the chosen solution will exist at a cloud service provider (CSP), then the Installation Certification Document should verify that all applicable requirements and benchmarks specified in the requirements matrix, which are verifiable upon software installation, have been met. The Installation Certification Document shall be approved and accredited by the City's Security Officer.
Due Date	To be set forth in the Project Work Plan.

Objective 3: Assist with Business Process Design, Address Gaps, and Configure Software	
Deliverable 3.1	System Configuration Documentation
Purpose	JTI and City to jointly document how the system was configured and the business process decisions behind the configuration. To identify gaps where the software cannot be configured to meet desired business processes and identify resolutions for those gaps, as well as to clearly communicate the system
Content	A document that effectively describes the entire system configuration, including decisions made and the logic behind those decisions. The document will identify specific business activities that cannot be automated with the Licensed Software, describe alternative solutions, identify related cost, schedule, and design impacts, recommend solutions and document decisions. City will work in parallel to document their business processes to work with the proposed software configuration. Gaps identified in the existing system will be addressed and best practices considered in the design of the business process.
Due Date	To be set forth in the Project Work Plan.
Deliverable 3.2	Application Architecture Documentation
Purpose	JTI and City to jointly concisely document the Licensed Software's architecture and interfaces in a manner understandable to all project participants.

Content	A document that details: • The major modules of the software and the interfaces between them • For each software module, the major data inputs, functions to be performed, and major data outputs • All external interfaces, including a description of the information sent and received, and the method and timing of the interface • Data structure definitions • A security plan for user access rights and a template to guide City's development of a comprehensive security plan
Due Date	To be set forth in the Project Work Plan.
Deliverable 3.3	Configured Software Ready for Test
Purpose	To deliver a functioning set of the Licensed Software to City configured for test in accord with the System Configuration Reports. To certify that all test and production Computer System environments are functioning as necessary to support the implementation effort.
Content	The configured Licensed Software, installed in City's Virtual Private Cloud, including all workflows necessary to support City business operations and certification that the Licensed Software works as intended and is ready for user testing.
Due Date	To be set forth in the Project Work Plan.

Objective 4: Jointly Migrate Historical Data	
Deliverable 4.1	Data Conversion Plan
Purpose	JTI and City to jointly define the approach and schedule for converting historical data to the new Licensed Software and for populating data fields that must be completed prior to Productive Use.
Content	A document that: • Identifies the data to be converted, including a map that cites specific data sources and destinations for each field • Defines necessary conversion algorithms • Defines roles and responsibilities associated with data conversion and field population • Identifies all data elements in the Licensed Software that must be populated prior to Productive Use, including those with no source data in City's legacy systems • Provides a plan for ensuring that the Licensed Software is appropriately populated with all necessary data prior to Productive Use • Provides a plan for testing the converted and populated data in the Licensed Software for accuracy and consistency
Due Date	To be set forth in the Project Work Plan.
Deliverable 4.2	Migrated Data
Purpose	JTI and City to jointly convert historical data and migrate it to the new Licensed Software in accordance with the Data Conversion Plan.

Content	Data converted and loaded onto the test system, verified, and migrated to the production system and certified as ready to use. The City IT department will transfer the legacy data to a common database system provided by their IT department from which JTI will insert it into eProsecutor. City staff will assist with the conversion mapping, and JTI will use their conversion tools to then move the data into eProsecutor. While doing the conversion testing, the City may need to scrub or clean data in the source database after running each iteration of the conversion.
Due Date	To be set forth in the Project Work Plan.

Objective 5: Develop Interfaces	
Deliverable 5.1	Interface Specifications
Purpose	JTI and City to document the specifications for system interfaces defined in the RFP and by mutual agreement between City and the Contractor.
Content	A document that defines the specifications for necessary interfaces at a sufficient level of detail to support development of interfaces.
Due Date	30 days following the execution date of this contract.
Deliverable 5.2	Tested Interfaces
Purpose	JTI and City to jointly deliver the real-time or near-real-time functionality that effectively connects the Licensed Software to the required interface programs.
Content	Software code and/or configuration parameters to make the interfaces specified in the Interface Specifications operational. Certification that the interfaces are working in accord with the associated specifications.
Due Date	To be set forth in the Project Work Plan.

Objective 6: County to Perform testing	
Deliverable 6.1	Test Plan and Scripts
Purpose	City to define the approach for testing of the Licensed Software. JTI will assist.

Content	A document that: • Defines the overall testing process, including unit, system, acceptance, field, and performance testing • Includes all necessary test scripts – these will be developed by the City with assistance from the Contractor and must adhere to City quality standards • Defines a mechanism for tracking test performance and completion • Defines procedures for managing the test environment, including change control • Defines procedures for assigning severity to problems encountered • Defines entrance and exit criteria for each round of testing
Due Date	To be set forth in the Project Work Plan.
Deliverable 6.2	Tested Software
Purpose	City to ensure the software as configured is ready for business use. City will conduct user acceptance testing.
Content	Software certified as ready for use/user-acceptance testing.
Due Date	To be set forth in the Project Work Plan.
Deliverable 6.3	Volume/Stress Testing Report
Purpose	City to conduct volume/stress testing and document the results of performance testing.
Content	Completed volume/stress testing and a document that: • Describes the overall volume/stress testing process • Documents the volume/stress testing results and provides recommendations for improving system performance • Documents improvements made to tune the system for optimal performance
Due Date	To be set forth in the Project Work Plan.

Objective 7: Conduct training

Deliverable 7.1	Training Plan
Purpose	City to define the approach and schedule for end-user and technical systems operation/configuration training. JTI to train the trainers and assist with end user training.
Content	A document that: • Outlines the necessary classes and curriculum for each class • Provides a content outline to guide development of classroom materials • Identifies City attendees and instructors • Provides a training schedule • Provides a mechanism for tracking completion of training
Due Date	To be set forth in the Project Work Plan.
Deliverable 7.2	Training Materials
Purpose	City will create and provide materials for each training session. JTI will assist with the creation of the materials.
Content	Content and materials for each class, tailored to City's configuration.

Due Date	To be set forth in the Project Work Plan.
Deliverable 7.3	Training
Purpose	JTI to train City “trainers” on system use and train technical staff on system administration and configuration of the Licensed Software.
Content	The delivery of user and technical systems operation training in accord with the Training Plan.
Due Date	To be set forth in the Project Work Plan.

Objective 8: Provide go-live support and stabilization services	
Deliverable 8.1	Go-Live and Stabilization Plan
Purpose	JTI and City to jointly define the steps necessary for a successful Go-Live and subsequent stabilization of the Licensed Software.
Content	A detailed task plan, including a readiness checklist and resource assignments, to support moving the Licensed Software into Productive Use. It will include a data load and conversion plan and a contingency plan in the event that the Go-Live fails. The Plan should anticipate a minimum of two dry runs and include a back-out strategy and clearly defined go/no-go decision points. It will also include a stabilization plan that details the Contractor’s commitments to stabilization and the transition to full support by City staff.
Due Date	To be set forth in the Project Work Plan.
Deliverable 8.2	Technical Operations Manual
Purpose	JTI to guide City IT staff in the technical operation and maintenance of Licensed Software after implementation, including site-specific customizations and operational considerations.
Content	An online Technical Operations Manual that describes the procedures necessary to operate and maintain the Licensed Software after implementation, customized to City’s configuration.
Due Date	To be set forth in the Project Work Plan.
Deliverable 8.3	Business User Manual
Purpose	JTI to assist City trainers to guide City business staff with the use and ongoing configuration of the Licensed Software.
Content	Online documentation that supports City-specific business use of the software and provides guidance to end users in correct execution of user- performed application maintenance and configuration activities. Includes site-specific customizations and usage considerations.
Due Date	To be set forth in the Project Work Plan.
Deliverable 8.4	Configured Licensed Software in Productive Use
Purpose	JTI to provide City with functioning Licensed Software configured to meet City’s business needs, loaded with City’s data per the Conversion Plan, and interfaced with other City systems per the Interface Plan.
Content	Implemented Licensed Software in Productive Use.
Due Date	To be set forth in the Project Work Plan.
Deliverable 8.5	Stabilization Services

Purpose	JTI to provide City with support services for a defined period of time subsequent to Go-Live, including the identification and resolution of malfunctions and operational issues.
Content	Stabilization services, commencing at Go-Live and terminating at Services Final Acceptance.
Due Date	To provide the same contact methods and during the same times for ninety days followed go-live. After ninety days City will contact JTI's support department. See section 3.2 Support of the License, Maintenance and Support Agreement.



Item #2.

TO: Mayor and City Council

FROM: Council Committee 2 (Stober, Fox, Harless)

DATE: 7/25/2022

SUBJECT Appointment to the Parking Advisory Committee

Present Situation

The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities, and makes recommendations on facilities and parking regulations.

A recruitment was recently conducted for three vacancies on this committee. After review of applications from interested candidates, including one incumbent, Council Committee 2 recommends the reappointment of incumbent Kurt Stonex with a term that would begin immediately and expire July 1, 2026.

Action Requested

Reappoint Kurt Stonex to the Parking Advisory Committee, term beginning immediately and expiring July 1, 2026.

Council Committee 2

ATTACHMENTS:

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 4,628,641.71 this 25th day of July 2022.

DocuSigned by:



003070008EC3424...

MAYOR



AUDITING OFFICER

DocuSigned by:



003070008EC3424...

COUNCILMEMBER

DocuSigned by:



003070008EC3424...

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 11, 2022 - July 17, 2022	Accounts Payable Checks (see attached)	\$ 4,619,577.22
July 11, 2022 - July 17, 2022	Hansen City Payments (see attached)	\$ 4,908.29
July 11, 2022 - July 17, 2022	Visa Refunds (see attached)	\$ 4,156.20
July 11, 2022 - July 17, 2022	Payroll Checks (see attached)	\$ -
TOTAL		\$ 4,628,641.71

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	7/8/2022	1,308.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	7/11/2022	171,917.13	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	7/11/2022	1,029,844.17	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	7/11/2022	17,992.20	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	7/12/2022	33,255.47	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	7/13/2022	88,395.58	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	7/13/2022	258,183.39	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	7/13/2022	740,056.12	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	7/14/2022	8,245.46	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	7/15/2022	91,850.79	Liberty Mutual Group Inc.	
			Manual Wire Total	2,441,048.31		
Expense Payment	Direct Deposit	EFT-00154397	7/14/2022	35.13	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00154398	7/14/2022	80.00	Shayal Karan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00154399	7/14/2022	318.30	Wynter Ross	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00154400	7/14/2022	180.75	Jason Gillespie	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00154401	7/14/2022	205.48	Leo Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00154402	7/14/2022	39.46	Darrin Deming	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00154403	7/14/2022	121.50	Isidoro Flores	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00154404	7/14/2022	333.00	Andrew Jorgenson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00154405	7/14/2022	379.50	LeMont Lucas	Travel Advance
			Direct Deposit Total	1,693.12		
Supplier Payment	EFT	EFT-00154406	7/13/2022	887.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00154407	7/14/2022	4,544.14	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00154408	7/14/2022	153,670.58	Second Step Housing	
Supplier Payment	EFT	EFT-00154409	7/14/2022	498.37	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00154410	7/14/2022	301,247.63	Rotschy Inc	
Supplier Payment	EFT	EFT-00154411	7/14/2022	4,721.84	Columbia West Engineering	
Supplier Payment	EFT	EFT-00154412	7/14/2022	2,961.50	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00154413	7/14/2022	5,586.28	Council for the Homeless	
Supplier Payment	EFT	EFT-00154414	7/14/2022	250.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00154415	7/14/2022	1,816.08	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00154416	7/14/2022	3,500.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00154417	7/14/2022	9,885.00	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00154418	7/14/2022	3,212.85	Restored and Revived	
Supplier Payment	EFT	EFT-00154419	7/14/2022	4,201.93	New Life Friends Church	
Supplier Payment	EFT	EFT-00154420	7/14/2022	3,267.50	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00154421	7/14/2022	1,591.55	Purple Communications Inc	
Supplier Payment	EFT	EFT-00154422	7/14/2022	10,551.35	Fire Systems West	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	EFT	EFT-00154423	7/14/2022	506.59	Pacific Northern Environmental LLC	
Supplier Payment	EFT	EFT-00154424	7/14/2022	634.15	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00154425	7/14/2022	3,094.25	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00154426	7/14/2022	1,400.00	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00154427	7/14/2022	3,042.67	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00154428	7/14/2022	1,310.00	Del Sol Inc	
Supplier Payment	EFT	EFT-00154429	7/14/2022	40,255.00	CivicPlus, LLC	
Supplier Payment	EFT	EFT-00154430	7/14/2022	51,627.42	Living Hope Church	
Supplier Payment	EFT	EFT-00154431	7/14/2022	8,630.75	Otak Inc	
Supplier Payment	EFT	EFT-00154432	7/14/2022	1,516.20	Emerald Services Inc	
Supplier Payment	EFT	EFT-00154433	7/14/2022	18,412.59	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00154434	7/14/2022	855.80	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00154435	7/15/2022	16,084.73	Sea Mar Community Health Center	
			EFT Total	659,764.00		
Supplier Payment	Check	4431	7/13/2022	362.00	Accurate Corporate Services Inc	
Supplier Payment	Check	4432	7/13/2022	1,005.46	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	4433	7/13/2022	1,300.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	4434	7/13/2022	10,400.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	4435	7/13/2022	74,055.59	Alpine Products Inc	
Supplier Payment	Check	4436	7/13/2022	300.00	Anna-Michelle Shanti Kriens	
Supplier Payment	Check	4437	7/13/2022	740.51	Annas Consultants Inc	
Supplier Payment	Check	4438	7/13/2022	40,892.99	Arborscape Ltd Inc	
Supplier Payment	Check	4439	7/13/2022	8,411.47	AT & T Mobility II LLC	
Supplier Payment	Check	4440	7/13/2022	2,192.95	Bacon Collision	
Supplier Payment	Check	4441	7/13/2022	2,030.00	BERK Consulting, Inc	
Supplier Payment	Check	4442	7/13/2022	7,840.38	BHC Consultants LLC	
Supplier Payment	Check	4443	7/13/2022	1,336.99	Bounce-N-Battle LLC	
Supplier Payment	Check	4444	7/13/2022	1,092.43	Bound Tree Medical LLC	
Supplier Payment	Check	4445	7/13/2022	250.00	Bretley Christie	
Supplier Payment	Check	4446	7/13/2022	23,024.64	Brightview Holdings Inc	
Supplier Payment	Check	4447	7/13/2022	62,899.23	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	4448	7/13/2022	2,398.75	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	4449	7/13/2022	5,150.00	CBG Communications Inc	
Supplier Payment	Check	4450	7/13/2022	5,500.00	CBRE, Inc.	
Supplier Payment	Check	4451	7/13/2022	39,356.96	CECO Inc	
Supplier Payment	Check	4452	7/13/2022	855.66	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	4453	7/13/2022	1,613.14	Cintas	
Supplier Payment	Check	4454	7/13/2022	5,218.40	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	4455	7/13/2022	318,968.49	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	4457	7/13/2022	715.30	Clark Public Utility District No. 1	
Supplier Payment	Check	4458	7/13/2022	693.26	Clark Public Utility District No. 1	
Supplier Payment	Check	4459	7/13/2022	1,830.98	Clark Public Utility District No. 1	
Supplier Payment	Check	4460	7/13/2022	21,890.01	Columbia Resource Company	
Supplier Payment	Check	4461	7/13/2022	118.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	4462	7/13/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	4463	7/13/2022	24.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	4464	7/13/2022	32.88	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	4465	7/13/2022	152.62	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	4466	7/13/2022	13,921.75	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	4467	7/13/2022	8,331.00	Confluence Engineering Group LLC	
Supplier Payment	Check	4468	7/13/2022	333.25	Courier Northwest	
Supplier Payment	Check	4469	7/13/2022	3,412.40	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	4470	7/13/2022	240.00	Dominic Hunter	
Supplier Payment	Check	4471	7/13/2022	34,931.58	ESO Solutions Inc	
Supplier Payment	Check	4472	7/13/2022	935.00	Examworks Inc	
Supplier Payment	Check	4473	7/13/2022	9,332.27	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	4474	7/13/2022	500.00	Foundant Technologies Inc	
Supplier Payment	Check	4475	7/13/2022	7,101.25	GSI Water Solutions, Inc.	
Supplier Payment	Check	4476	7/13/2022	355,815.48	Halbert Construction Services LLC	
Supplier Payment	Check	4477	7/13/2022	2,918.82	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	4478	7/13/2022	2,230.00	Innovative Data Acquisition, LLC	
Supplier Payment	Check	4479	7/13/2022	372.96	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	4480	7/13/2022	238.70	J-2 Blueprint Supply Co.	
Supplier Payment	Check	4481	7/13/2022	14,027.39	Janus Youth Programs Inc	
Supplier Payment	Check	4482	7/13/2022	41,153.75	Jensen Hughes Inc	
Supplier Payment	Check	4483	7/13/2022	351.50	Joe Turner PC Municipal Hearings Official	
Supplier Payment	Check	4484	7/13/2022	7,496.91	KBT Distributing LLC	
Supplier Payment	Check	4485	7/13/2022	4,139.28	Kelley Connect Co	
Supplier Payment	Check	4486	7/13/2022	199.82	Kona Ice	
Supplier Payment	Check	4487	7/13/2022	1,277.30	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	4488	7/13/2022	3,014.52	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	4489	7/13/2022	14,947.40	Lakeyland Inc	
Supplier Payment	Check	4490	7/13/2022	10,307.50	LSW Architects PC	
Supplier Payment	Check	4491	7/13/2022	303.81	Mark IV Enterprises Inc	
Supplier Payment	Check	4492	7/13/2022	1,000.00	Message Gears LLC	
Supplier Payment	Check	4493	7/13/2022	959.48	Motorola Solutions Inc	
Supplier Payment	Check	4494	7/13/2022	1,504.30	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	4495	7/13/2022	8,289.50	Murraysmith Inc	
Supplier Payment	Check	4496	7/13/2022	13,786.62	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	4497	7/13/2022	16,427.32	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	4498	7/13/2022	6,534.00	Oldcastle Precast Inc	
Supplier Payment	Check	4499	7/13/2022	2,200.50	PBS Engineering and Environmental Inc	
Supplier Payment	Check	4500	7/13/2022	1,025.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	4501	7/13/2022	8,242.56	PPC Solutions Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	4502	7/13/2022	8,550.00	Prestige Care & Rehabilitation - Camas	
Supplier Payment	Check	4503	7/13/2022	818.80	Quadiant, Inc - Remit-To: Neopost USA Inc	
Supplier Payment	Check	4504	7/13/2022	10,166.60	Qwest Corporation - Remit-To: Qwest Corp-Seattle	
Supplier Payment	Check	4505	7/13/2022	345.76	Retail Lockbox Inc	
Supplier Payment	Check	4506	7/13/2022	5,962.00	SafeFire LLC	
Supplier Payment	Check	4507	7/13/2022	3,195.40	Shrums Pest Control	
Supplier Payment	Check	4508	7/13/2022	2,649.37	Solid Waste Systems, Inc.	
Supplier Payment	Check	4509	7/13/2022	2,765.68	Spartan Environmental Services LLC - Remit-To: Spartan Environmental Services LLC	
Supplier Payment	Check	4510	7/13/2022	8.26	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	4511	7/13/2022	129.47	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	4512	7/13/2022	3,223.88	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	4513	7/13/2022	2,697.00	State of Washington State Patrol	
Supplier Payment	Check	4514	7/13/2022	332.44	Stericycle Inc	
Supplier Payment	Check	4515	7/13/2022	6,085.48	The ADT Security Corporation	
Supplier Payment	Check	4516	7/13/2022	17,810.88	The Salvation Army	
Supplier Payment	Check	4517	7/13/2022	428.59	Towing & Recovering Services Inc	
Supplier Payment	Check	4518	7/13/2022	1,366.77	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	4519	7/13/2022	3,097.69	Triple J Enterprises	
Supplier Payment	Check	4520	7/13/2022	1,205.33	Tyree Oil Inc	
Supplier Payment	Check	4521	7/13/2022	555.83	United States Dosimetry Technology Inc	
Supplier Payment	Check	4522	7/13/2022	500.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	4523	7/13/2022	4,762.60	Univar Solutions USA Inc - Remit-To: Supplier	
Supplier Payment	Check	4524	7/13/2022	264.00	Univar Solutions USA Inc	
Supplier Payment	Check	4525	7/13/2022	2,037.00	Vancouver Aire LLC	
Supplier Payment	Check	4526	7/13/2022	73,815.40	Vancouver Slow Pitch Umpires Association - Remit-To: VSPUA - Vancouver	
Supplier Payment	Check	4527	7/13/2022	267.00	Vancouver Watersheds Council	
Supplier Payment	Check	4528	7/13/2022	28,451.40	Vast Data Concepts	
Supplier Payment	Check	4529	7/13/2022	832.00	Wallis Engineering PLLC	
Supplier Payment	Check	4530	7/13/2022	408.25	Walter E Nelson Company	
Supplier Payment	Check	4531	7/13/2022	7,871.83	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	4532	7/13/2022	31,516.37	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	4533	7/13/2022	623.13	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	4534	7/13/2022	3,740.37	Wex Bank	
Supplier Payment	Check	4535	7/13/2022	9,685.63	W Todd Pascoe	
Supplier Payment	Check	4536	7/13/2022	309.35	Xchange Recovery	
Supplier Payment	Check	4537	7/13/2022	75.90	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Ad Hoc Payment	Check	4538	7/13/2022	184.31	3016 Falk LLC	SCIP Loan ovrrpymt 6000185
Ad Hoc Payment	Check	4539	7/13/2022	43.89	7900 NE Loowit Loop #61 Vancouver WA 98662 LLC	Utility Refunds: 0082015200-21
Ad Hoc Payment	Check	4540	7/13/2022	40.00	Aithi K Sprinkle	COVE00333 parking refund
Ad Hoc Payment	Check	4540	7/13/2022	40.00	Alice Derryberry	Alarm billing ovrrpymt acct 21908 inv 99470586 & 99476038

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	4541	7/13/2022	309.15	Allwet Pressure Washing	Utility Refunds: 0500002786-01
Ad Hoc Payment	Check	4542	7/13/2022	289.74	Andersen,Kecia	Utility Refunds: 0080078200-11
Ad Hoc Payment	Check	4543	7/13/2022	137.60	Arbacauskas,Christopher	Utility Refunds: 0057007800-16
Ad Hoc Payment	Check	4544	7/13/2022	176.02	Ashley Springer or Amanda Housley	Utility Refunds: 0074002268-03
Ad Hoc Payment	Check	4545	7/13/2022	204.84	A Warriors Way	Utility Refunds: 0045014724-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4546	7/13/2022	178.93	Axlund,Ryan or Sara	Utility Refunds: 0074002278-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4547	7/13/2022	24.69	Back,Theresa	Utility Refunds: 0083000400-03
Ad Hoc Payment	Check	4548	7/13/2022	212.00	Baily,Russell	Utility Refunds: 0050008400-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4549	7/13/2022	165.80	Behbehani,Ahmad or Sylvia	Utility Refunds: 0079089300-05
Ad Hoc Payment	Check	4550	7/13/2022	41.18	Boeddeker,Lindsay D	Utility Refunds: 0067015006-03
Ad Hoc Payment	Check	4551	7/13/2022	40.04	Brewer,Julia or Leonard	Utility Refunds: 0077000705-05
Ad Hoc Payment	Check	4552	7/13/2022	38.14	Burkholder,Jeffrey	Utility Refunds: 0078030740-02
Ad Hoc Payment	Check	4553	7/13/2022	302.89	Caliber Collision Centers	Alarm Billing - Refund \$302.89 invoice #99482244
Ad Hoc Payment	Check	4554	7/13/2022	400.84	Carter,Audria	Utility Refunds: 0063024900-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4555	7/13/2022	220.00	Carter,Sam	Utility Refunds: 0048081900-15 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4556	7/13/2022	186.38	Chenault Living Trust	Utility Refunds: 0500002741-02
Ad Hoc Payment	Check	4557	7/13/2022	49.24	Chisman,Eric	Utility Refunds: 0053065110-14
Ad Hoc Payment	Check	4558	7/13/2022	58.71	Christian,McKenna	Utility Refunds: 0064067710-04
Ad Hoc Payment	Check	4559	7/13/2022	1,200.00	Clark County Title	Reconveyance Leffner,Janes,Hyde,Dyche
Ad Hoc Payment	Check	4560	7/13/2022	7,200.00	Clark County Title Company	Reconveyance fees - multiple customers.
Ad Hoc Payment	Check	4561	7/13/2022	105.29	Courtway,Johnny	Utility Refunds: 0046073400-01
Ad Hoc Payment	Check	4562	7/13/2022	26.05	Coventry,Gregory or Sharon	Utility Refunds: 0146424800-04
Ad Hoc Payment	Check	4563	7/13/2022	26.12	Cummings,Stanley or Kaitlin	Utility Refunds: 0086017013-10
Ad Hoc Payment	Check	4564	7/13/2022	171.00	Daniel Nikora or Yelena Zhirun	Utility Refunds: 0070088739-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4565	7/13/2022	201.99	Davies,Ashley or Tyler	Utility Refunds: 0071030502-04
Ad Hoc Payment	Check	4566	7/13/2022	51.93	Denman,David or Corrina	Utility Refunds: 0070089900-01
Ad Hoc Payment	Check	4567	7/13/2022	430.23	Dimodica,Paul or Lisa	Utility Refunds: 0064067390-18
Ad Hoc Payment	Check	4568	7/13/2022	109.00	Donna Young Revocable Living Trust	Utility Refunds: 0054080005-03
Ad Hoc Payment	Check	4569	7/13/2022	6.00	Dosalas	CIVICGOV Refund \$6.00 Ldgr.#213110
Ad Hoc Payment	Check	4570	7/13/2022	269.00	Duhigg,Charlotte	Utility Refunds: 0063800515-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4571	7/13/2022	267.32	E C Company	MPE-318871
Ad Hoc Payment	Check	4572	7/13/2022	41.72	Eggleston,Craig or Kelly	Utility Refunds: 0000006669-02
Ad Hoc Payment	Check	4573	7/13/2022	869.07	EK Plumbing, INC	MPE-323498
Ad Hoc Payment	Check	4574	7/13/2022	255.48	Eric Mahoney	COV10862 & COV10458 cust returned
Ad Hoc Payment	Check	4575	7/13/2022	54.04	Estate of Chantal Otten	Utility Refunds: 0071079600-02
Ad Hoc Payment	Check	4576	7/13/2022	23.22	Estate of Jill Hector	Utility Refunds: 0071030586-01
Ad Hoc Payment	Check	4577	7/13/2022	35.29	Estate of Kenneth Ray Fleming	Utility Refunds: 0043015550-01
Ad Hoc Payment	Check	4578	7/13/2022	119.49	Estate of Nicholas Adam Clifton	Utility Refunds: 0074000185-05
Ad Hoc Payment	Check	4579	7/13/2022	45.40	Evergreen Habitat for Humanity	Utility Refunds: 0069053600-02
Ad Hoc Payment	Check	4580	7/13/2022	133.00	Flanagan,Brett or Christina	Utility Refunds: 0085080000-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4581	7/13/2022	128.15	Floyd,Ryan or Sara	Utility Refunds: 0057025100-08
Ad Hoc Payment	Check	4582	7/13/2022	94.00	Forder,Michael or Katelyn	Utility Refunds: 0045027512-07
Ad Hoc Payment	Check	4583	7/13/2022	34.56	Germo,Michael	Utility Refunds: 0069050300-21
Ad Hoc Payment	Check	4584	7/13/2022	246.73	Gillingham,Desiree	Utility Refunds: 0054027214-13

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	4585	7/13/2022	79.41	Godsil,Michael R or Linda L	Utility Refunds: 0066013700-09
Ad Hoc Payment	Check	4586	7/13/2022	134.10	Gorsage,Chastity or Jeremy	Utility Refunds: 0061078000-02
Ad Hoc Payment	Check	4587	7/13/2022	67.87	Greeley,Michaela	Utility Refunds: 0500003322-02
Ad Hoc Payment	Check	4588	7/13/2022	45.97	Hall,William	Utility Refunds: 0052004700-04
Ad Hoc Payment	Check	4589	7/13/2022	96.77	Helga Caraballo	COV06327 cust returned permit
Ad Hoc Payment	Check	4590	7/13/2022	173.00	Hole,Doris or James	Utility Refunds: 0079005105-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4591	7/13/2022	200.00	Hot Stone LLC	alarm billing acct 19215 inv 99479962 ovrpymt
Ad Hoc Payment	Check	4592	7/13/2022	121.09	HPA Borrower 2017-1 LLC	Utility Refunds: 0077000710-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4593	7/13/2022	61.47	Hunter-Davisson, Inc.	MPE-323281
Ad Hoc Payment	Check	4594	7/13/2022	91.06	Jacob & Sally Wright	SCIP Loan ovrpymt 6000233
Ad Hoc Payment	Check	4595	7/13/2022	61.47	James Alexander	MPE-323633
Ad Hoc Payment	Check	4596	7/13/2022	181.00	James Folder or D'Alexandra Wolfe	Utility Refunds: 0045014724-07
Ad Hoc Payment	Check	4597	7/13/2022	20.56	Jensen,Jerald or Heather	Utility Refunds: 0079003200-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4598	7/13/2022	122.97	Joan Fish or David Nichols	Utility Refunds: 0057025300-13
Ad Hoc Payment	Check	4599	7/13/2022	144.38	John R & Susan R Paul	SCIP Loan ovrpymt 6000185
Ad Hoc Payment	Check	4600	7/13/2022	304.00	Johnson,Marc and Nasanya	Utility Refunds: 0000007631-02
Ad Hoc Payment	Check	4601	7/13/2022	547.57	Jones,Stephen or Amanda	Utility Refunds: 0077000209-03
Ad Hoc Payment	Check	4602	7/13/2022	20.00	Joseph Defelice	Alarm billing ovrpymt acct 15540 inv 99479776
Ad Hoc Payment	Check	4603	7/13/2022	141.52	Kasowski,Julie	Utility Refunds: 0000008719-02
Ad Hoc Payment	Check	4604	7/13/2022	80.00	Kauffman,Josiah or Emily	Utility Refunds: 0074000161-03
Ad Hoc Payment	Check	4605	7/13/2022	56.33	Keene,Thomas	Utility Refunds: 0115000818-02
Ad Hoc Payment	Check	4606	7/13/2022	93.27	Keller,Jensen or Justin	Utility Refunds: 0053006100-11
Ad Hoc Payment	Check	4607	7/13/2022	121.78	Keller,Valerie	Utility Refunds: 0112097138-05
Ad Hoc Payment	Check	4608	7/13/2022	20.00	Kevin Long	Alarm billing ovrpymt acct 4147 inv 99474536
Ad Hoc Payment	Check	4609	7/13/2022	37.39	King,Myron	Utility Refunds: 0044086600-05
Ad Hoc Payment	Check	4610	7/13/2022	766.35	Klampe,Michael or Kimberly	Utility Refunds: 0074024002-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4611	7/13/2022	910.04	Krandall Smith	Claim Payment - DOL: 06/16/22 - Risk
Ad Hoc Payment	Check	4612	7/13/2022	120.97	Kruse,Carl or Rebecca	Utility Refunds: 0054027320-00
Ad Hoc Payment	Check	4613	7/13/2022	152.75	Larkspur Place LP	Utility Refunds: 0082000520-04
Ad Hoc Payment	Check	4614	7/13/2022	185.02	Larkspur Place LP	Utility Refunds: 0082000524-04
Ad Hoc Payment	Check	4615	7/13/2022	143.51	Larkspur Place LP	Utility Refunds: 0082000526-04
Ad Hoc Payment	Check	4616	7/13/2022	187.27	Larkspur Place LP	Utility Refunds: 0082066116-04
Ad Hoc Payment	Check	4617	7/13/2022	165.37	Larkspur Place LP	Utility Refunds: 0082066112-04
Ad Hoc Payment	Check	4618	7/13/2022	118.16	Larkspur Place LP	Utility Refunds: 0082066108-04
Ad Hoc Payment	Check	4619	7/13/2022	141.85	Larkspur Place LP	Utility Refunds: 0082046002-04
Ad Hoc Payment	Check	4620	7/13/2022	180.97	Larkspur Place LP	Utility Refunds: 0082066110-04
Ad Hoc Payment	Check	4621	7/13/2022	92.90	Larry Beaver	COV08876 cust returned permit
Ad Hoc Payment	Check	4622	7/13/2022	57.58	Lavergne,Travis	Utility Refunds: 0500003292-02
Ad Hoc Payment	Check	4623	7/13/2022	57.00	LDS Church	CIVICGOV cust dup paid inv 77041696 cust 724728
Ad Hoc Payment	Check	4624	7/13/2022	323.30	Lia Nagase or Finnegan Hamill	Utility Refunds: 0049005100-05
Ad Hoc Payment	Check	4625	7/13/2022	37.01	Liedtke,Kory or May	Utility Refunds: 0070005106-03
Ad Hoc Payment	Check	4626	7/13/2022	31.75	Lori and Bradley Abeson Family Trust	Utility Refunds: 0058001230-15
Ad Hoc Payment	Check	4627	7/13/2022	106.48	Lori and Bradley Abeson Family Trust	Utility Refunds: 0058001227-14
Ad Hoc Payment	Check	4628	7/13/2022	43.09	Maleno,Eric	Utility Refunds: 0080001500-14
Ad Hoc Payment	Check	4629	7/13/2022	91.63	Malinda Pinon or Roberto Pinon II	Utility Refunds: 0048044718-03
Ad Hoc Payment	Check	4630	7/13/2022	196.38	Mandell,Barry	Utility Refunds: 0056030100-04

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	4631	7/13/2022	217.56	Mattilla,Young	Utility Refunds: 0045000138-03
Ad Hoc Payment	Check	4632	7/13/2022	57.90	McAllister,Dena L	Utility Refunds: 0079075900-14
Ad Hoc Payment	Check	4633	7/13/2022	125.00	McGary,Colleen	Utility Refunds: 0058041352-04
Ad Hoc Payment	Check	4634	7/13/2022	113.00	McKenchnie,Helen	Utility Refunds: 0081032700-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4635	7/13/2022	20.72	McNabb,Cory	Utility Refunds: 0070002112-04
Ad Hoc Payment	Check	4636	7/13/2022	61.47	Miller's Heating & Air	MPE-323925
Ad Hoc Payment	Check	4637	7/13/2022	94.24	Monica Guillot or Alan McGinnis	Utility Refunds: 0045011560-03
Ad Hoc Payment	Check	4638	7/13/2022	62.51	MR ELECTRIC OF CLARK COUNTY	MPE-321552
Ad Hoc Payment	Check	4639	7/13/2022	40.13	Mulvaney,Zelma	Utility Refunds: 0061099770-10
Ad Hoc Payment	Check	4640	7/13/2022	1,078.00	MX Flooring INC	PIR-82514
Ad Hoc Payment	Check	4641	7/13/2022	67.63	Myers,Danial or Kathleen	Utility Refunds: 0085040000-10
Ad Hoc Payment	Check	4642	7/13/2022	102.31	Nadagouda,Subhash or Geeta	Utility Refunds: 0500001449-02
Ad Hoc Payment	Check	4643	7/13/2022	80.54	Naish,Dayln or Jaclyn	Utility Refunds: 0066061400-13
Ad Hoc Payment	Check	4644	7/13/2022	27.20	New Seasons Market	CIVICGOV cust dup paid inc 77040552 cust 252495
Ad Hoc Payment	Check	4645	7/13/2022	129.50	Nguyen,Trang	Utility Refunds: 0046025726-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4646	7/13/2022	61.47	Nicholas Stoner	MPE-323412
Ad Hoc Payment	Check	4647	7/13/2022	157.50	Night Market Vancouver LLC	Bus lic fees ref COVID-19 Surch ref prog
Ad Hoc Payment	Check	4648	7/13/2022	61.47	No Limit Electric LLC	MPE-320770
Ad Hoc Payment	Check	4649	7/13/2022	18.30	Nomie,Jordan or Nizar	Utility Refunds: 0500002521-02
Ad Hoc Payment	Check	4650	7/13/2022	61.34	Ostby,Beverly J	Utility Refunds: 0151001210-02
Ad Hoc Payment	Check	4651	7/13/2022	225.00	Ostby,Richard or Karen	Utility Refunds: 0151001210-02
Ad Hoc Payment	Check	4652	7/13/2022	194.72	Pachlhofer,Nancy or Mark	Utility Refunds: 0063084349-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4653	7/13/2022	136.83	Packard,Jaren or Brooke	Utility Refunds: 0500002878-02
Ad Hoc Payment	Check	4654	7/13/2022	110.99	Parnau,Claudia	Utility Refunds: 0057038116-07
Ad Hoc Payment	Check	4655	7/13/2022	40.46	Quackenbush,Kent or Carol	Utility Refunds: 0078000110-02
Ad Hoc Payment	Check	4656	7/13/2022	129.93	Real Estate Investment Solutions LLC	Utility Refunds: 0019043400-11
Ad Hoc Payment	Check	4657	7/13/2022	31.81	Reisch,Heather	Utility Refunds: 0096000216-02
Ad Hoc Payment	Check	4658	7/13/2022	6.00	Renaissance at 29th	CIVICGOV inv 77041783 cust 711171 cust dup paid
Ad Hoc Payment	Check	4659	7/13/2022	44.24	Robert Pernsteiner DBA JOBW	Utility Refunds: 0069038900-05
Ad Hoc Payment	Check	4660	7/13/2022	111.97	Robison,Kyle	Utility Refunds: 0058027130-19
Ad Hoc Payment	Check	4661	7/13/2022	1,492.70	Rolling Pines LLC	Utility Refunds: 0064020700-10
Ad Hoc Payment	Check	4662	7/13/2022	665.83	Rolling Pines LLC	Utility Refunds: 0064020800-05
Ad Hoc Payment	Check	4663	7/13/2022	738.14	Rolling Pines LLC	Utility Refunds: 0064020900-05
Ad Hoc Payment	Check	4664	7/13/2022	80.00	Sadewasser,Kristina or Matthew	Utility Refunds: 0070091094-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4665	7/13/2022	48.34	Sangcheon Yim or Youngwa Kim	Utility Refunds: 0049083752-03
Ad Hoc Payment	Check	4666	7/13/2022	180.65	San Juan,Alma	Utility Refunds: 0079078777-02
Ad Hoc Payment	Check	4667	7/13/2022	194.86	Sathrum,John	Utility Refunds: 0500002563-02
Ad Hoc Payment	Check	4668	7/13/2022	323.08	Schutt,Cintia	Utility Refunds: 0067051200-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4669	7/13/2022	53.00	Sea Mar Community Health	Refund: CIVICGOV cust 110805 inv 77032188
Ad Hoc Payment	Check	4670	7/13/2022	83.00	Shelley,James	Utility Refunds: 0053062931-09
Ad Hoc Payment	Check	4671	7/13/2022	120.00	Shumway Neighborhood Association	2022 RecycleU Grant - Solid Waste
Ad Hoc Payment	Check	4672	7/13/2022	91.00	Siemens Industry Inc.	CIVICGOV cust dup paid inv 77041487 cust 767261
Ad Hoc Payment	Check	4673	7/13/2022	43.59	Signpost Homes Inc	Utility Refunds: 0079091038-05
Ad Hoc Payment	Check	4674	7/13/2022	147.00	Sikes,Dewey	Utility Refunds: 0069034305-00
Ad Hoc Payment	Check	4675	7/13/2022	61.47	Simms Electric LLC	MPE-323696
Ad Hoc Payment	Check	4676	7/13/2022	61.47	Simms Electric LLC	MPE-323567

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	4677	7/13/2022	61.47	Smart Choice Heating & Cooling	MPE-323460
Ad Hoc Payment	Check	4678	7/13/2022	80.65	Sneh Lata or Jitendra or Shivnil Lal	Utility Refunds: 0112011038-03
Ad Hoc Payment	Check	4679	7/13/2022	452.00	Sonesta Es Suites	CIVICGOV dup paid inv 77040396 cust 715647
Ad Hoc Payment	Check	4680	7/13/2022	125.00	SPH Property One LLC	Utility Refunds: 0074024106-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4681	7/13/2022	90.04	SPH Property Two LLC	Utility Refunds: 0079086700-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4682	7/13/2022	106.00	SPH Property Two LLC	Utility Refunds: 0068066008-01
Ad Hoc Payment	Check	4683	7/13/2022	35.36	Spivey,Charles	Utility Refunds: 0057035559-02
Ad Hoc Payment	Check	4684	7/13/2022	109.04	Stroh,Gary or Andrea	Utility Refunds: 0061098501-01
Ad Hoc Payment	Check	4685	7/13/2022	68.11	Svinenko,David	Utility Refunds: 0064024629-06
Ad Hoc Payment	Check	4686	7/13/2022	160.00	Syhlman,Shawn or Marina	Utility Refunds: 0052053090-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4687	7/13/2022	6,340.26	Taylor Schuette	LUP-82330
Ad Hoc Payment	Check	4688	7/13/2022	222.80	The Estate of Dianne F and Michael R Hammerstrom	Utility Refunds: 0000002166-02
Ad Hoc Payment	Check	4689	7/13/2022	47.59	The Germo/Kerr Revocable Trust	Utility Refunds: 0069050300-21
Ad Hoc Payment	Check	4690	7/13/2022	59.28	The Henry Living Trust	Utility Refunds: 0079070593-06
Ad Hoc Payment	Check	4691	7/13/2022	73.30	The Zhang White Family Trust	Utility Refunds: 0073003367-00
Ad Hoc Payment	Check	4692	7/13/2022	25.34	Thompson,Damon or Cassidy	Utility Refunds: 0067022012-07
Ad Hoc Payment	Check	4693	7/13/2022	290.00	Travis County Title Company	Bus Lic Fees Ref no longer needing bus lic
Ad Hoc Payment	Check	4694	7/13/2022	97.00	Vilma Izaguirre-Gomez or Jose Artica-Pozo	Utility Refunds: 0045027278-06
Ad Hoc Payment	Check	4695	7/13/2022	75.51	Weeks Sumner,Sherri L	Utility Refunds: 0063001204-08
Ad Hoc Payment	Check	4696	7/13/2022	26.54	Wesley J Counts	SCIP Loan ovrrpymt 6000451
Ad Hoc Payment	Check	4697	7/13/2022	200.00	Whippen,Amanda or Christopher	Utility Refunds: 0067027874-03
Ad Hoc Payment	Check	4698	7/13/2022	92.74	Williams,Celeste or Jacob	Utility Refunds: 0061034239-04
Ad Hoc Payment	Check	4699	7/13/2022	66.84	Wolk,Jason or Sarah	Utility Refunds: 0078057593-02
Ad Hoc Payment	Check	4700	7/13/2022	100.00	Wy' East Pointe Care of IDM	Alarm Billing - \$100 refund invoice #99482378
Ad Hoc Payment	Check	4701	7/13/2022	185.78	Wyatt Fire Protection Inc	FRI-322334
Ad Hoc Payment	Check	4702	7/13/2022	120.03	Young,Garrett L	Utility Refunds: 0020040200-08
			Check Total	1,517,071.79		
			Manual Wire Total	2,441,048.31		
			Direct Deposit Total	1,693.12		
			EFT Total	659,764.00		
			7/18/2022	4,908.29	City Payments	Posted 07-11-22 to 07-17-22
			Hansen Total	4,908.29		
			7/18/2022	2,449.20	Miscellaneous	Parks Class Refunds FCC 07-11-22 to 07-17-22
			7/18/2022	1,707.00	Miscellaneous	Parks Class Refunds MCC 07-11-22 to 07-17-22
			VISA Total	4,156.20		
			Payroll Total	0.00		
			GRAND TOTAL	4,628,641.71		

City of Vancouver
Payroll Council Report
July 11, 2022 - July 17, 2022

Check No.	Date	Explanation	Amount
n/a	07/08/22	07/08/22 NACHA Return (not previously reported)	\$ (597.78)
411	07/11/22	Replacement for NACHA Return	\$ 597.78
n/a	07/08/22	07/08/22 NACHA Return (not previously reported)	\$ (760.35)
412	07/11/22	Replacement for NACHA Return	\$ 760.35
n/a	07/08/22	07/08/22 NACHA Return (not previously reported)	\$ (1,522.53)
154436	07/11/22	Replacement for NACHA Return	\$ 1,522.53

\$ -