

# CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem • Mark Bond  
Mike Todd • Vince Cavaleri • John Steckler • Stephanie Vignal

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the City Clerk at (425) 921-5725 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and residency for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

**Next Ordinance No.** 2019-852

**Next Resolution No.** 2019-580

**July 9, 2019  
City Council Meeting  
6:00 PM**

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **AUDIENCE COMMUNICATION**

- A. Public comment on items on or not on the agenda

## **PRESENTATIONS**

- B. Rectangular Rapid Flashing Beacons (RRFB) Replacement Project  
(Matthew Feeley, Supervising Engineer)

## **OLD BUSINESS**

- C. Server Upgrades  
(James Busch, IT Manager)

## **NEW BUSINESS**

- D. Snohomish County Supplemental Work Order for On-Call Backup/Emergency IT Services  
*(James Busch, IT Manager)*

## **STUDY SESSION**

- E. East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) - Professional Services Contract  
*(Gina Hortillosa, Director of Public Works & Development Services)*

## **CONSENT AGENDA**

- F. Approval of Checks #60511 through #60572 and ACH Wire Transfers in the Amount of \$488,439.96  
*(Audit Committee: Councilmember Vignal and Councilmember Todd)*
- G. Payroll and Benefit ACH Payments in the Amount of \$221,525.12  
*(Audit Committee: Councilmember Vignal and Councilmember Todd)*

## **REPORTS**

- H. Mayor/Council
- I. City Manager
  - Council Planning Schedule

## **AUDIENCE COMMUNICATION**

- J. Public comment on items on or not on the agenda

## **ADJOURNMENT**



# Rectangular Rapid Flashing Beacon (RRFB) Replacement Project

July 9, 2019

# Agenda

- Project Background
- Project Scope
- Project Funding
- Other Potential Projects (funding)
- Next Steps



# Project Background

- Project purpose: Increase operational reliability of RRFBs at two locations
- Heavily utilized solar powered RRFBs near Heatherwood Middle School and Mill Creek Elementary
- Decreased reliability during Fall and Winter
- Awarded Transportation Improvement Board (TIB) Complete Streets Grant - \$300,000



# Existing RRFBs



Trillium Blvd at entrance to Heatherwood Middle School



# Existing RRFBs (continued)



148<sup>th</sup> St SE and 30<sup>th</sup> Ave SE



## Existing RRFBs (continued)

- Unreliable operation during Fall and Winter due to sunlight availability
- Increased calls to Police Department and Public Works Maintenance Staff when system does not activate





# Project Scope

- Replace existing solar powered RRFBs with hardwired electrically powered RRFBs
- Upgrade curb ramps to be ADA compliant
- Evaluate school zone sign placement to increase safety and assist with enforcement of school zone traffic laws



# Project Funding

- Complete Streets Grant from WA Transportation Improvement Board (TIB)
- \$193,000 – April 2019
- \$106,000 – July 2019



# Project Funding (continued)

- No match
- Deadline to spend funds – March 31<sup>st</sup>, 2022



# Other Potential Projects (funding)

- Village Green Drive Bike Lanes – Signs and painted bike lane markings
- Pedestrian Warning Sign Replacement at Mid-Block Crossings on Village Green Drive



# Next Steps

- RH2 Engineering Inc – Professional Services Agreement (<\$50k)
- Design completed by December 2019
- Construction in Summer 2020



# Thank You!

Matthew Feeley, P.E.  
Supervising Engineer





Agenda Item #   C    
Meeting Date: July 9, 2019

**CITY COUNCIL AGENDA SUMMARY**  
City of Mill Creek, Washington

**AGENDA ITEM:   SERVER UPGRADES**

**PROPOSED MOTION:**

Authorize the City Manager to issue a purchase order to CDWG in an amount not to exceed \$50,298.50; providing for a 3-node Nutanix NX-1365-G6-4114 server cluster with 60 processor cores, 384GB RAM, 30TB Raw Storage, 3 years of service agreement, and installation.

**KEY FACTS AND INFORMATION SUMMARY:**

At the June 25<sup>th</sup>, 2019 council meeting a study session was held to discuss Server Upgrade options for the City.

At the July 2<sup>nd</sup>, 2019 council meeting a second presentation was given to provide additional information regarding the Server Upgrade proposal and answer additional questions. Also, updated pricing information for the Microsoft Azure Cloud option was presented.

At the July 9<sup>th</sup> meeting, IT Manager James Busch will be available to answer additional questions from council regarding the Server Upgrades proposal.

**CITY MANAGER RECOMMENDATION:**

Authorize the City Manager to issue a purchase order to CDWG in an amount not to exceed \$50,298.50.

**ATTACHMENTS:**

- Attachment 1: CDWG Nutanix Quote
- Attachment 2: Presentation from 7/2/19 Meeting

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Michael G. Ciaravino", written over a horizontal line.

Michael G. Ciaravino  
City Manager

**QUOTE CONFIRMATION**



**DEAR JAMES BUSCH,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KRHB471	6/10/2019	4114 3 YEAR	271074	\$50,298.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">NUTANIX HW PLATFORM NX-1365-G6-4114</a> Mfg. Part#: NX-1365-G6-4114-CM Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)	1	5023137	\$24,069.00	\$24,069.00
<a href="#">NUTANIX SW PLATFORM NX-1365-G6 3NODE</a> Mfg. Part#: NX-1365-G6-SW-CM Electronic distribution - NO MEDIA Contract: MARKET	1	5024153	\$0.00	\$0.00
<a href="#">Nutanix - DDR4 - 32 GB - DIMM 288-pin - registered</a> Mfg. Part#: C-MEM-32R4-26A-CM UNSPSC: 32101602 Contract: MARKET	12	4904374	\$0.00	\$0.00
<a href="#">Nutanix - hard drive - 4 TB</a> Mfg. Part#: C-HDD-4TB- A5-A-CM UNSPSC: 43201803 Contract: MARKET	6	5039038	\$0.00	\$0.00
<a href="#">NUTANIX 1.92TB 3.5IN SSD</a> Mfg. Part#: C-SSD-1.92TB-A5-A-CM Contract: MARKET	3	5024155	\$0.00	\$0.00
<a href="#">Nutanix - expansion module</a> Mfg. Part#: C-NIC-10GSFP2-A-CM UNSPSC: 43201404 Contract: MARKET	3	4904747	\$0.00	\$0.00
<a href="#">Nutanix Production - extended service agreement - 3 years - on-site</a> Mfg. Part#: S-PRD-1065-G6-3YR UNSPSC: 81112305 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)	3	5023146	\$5,440.00	\$16,320.00
<a href="#">Nutanix Pro Entitlement - license - 1 license</a> Mfg. Part#: L-PRO-1065-G6 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)	3	5023159	\$1,710.00	\$5,130.00
<b>PURCHASER BILLING INFO</b>			<b>SUBTOTAL</b>	\$45,519.00



<b>Billing Address:</b> CITY OF MILL CREEK JODIE GUNDERSON 15728 MAIN ST MILL CREEK, WA 98012-1518 Phone: (425) 745-1891 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$4,779.50
	<b>GRAND TOTAL</b>	<b>\$50,298.50</b>
<b>DELIVER TO</b> <b>Shipping Address:</b> CITY OF MILL CREEK JODIE GUNDERSON 15728 MAIN ST MILL CREEK, WA 98012-1518 Phone: (425) 745-1891 <b>Shipping Method:</b> DROP SHIP-GROUND	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Danny Higgins		(877) 625-7671		dannhig@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
 © 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

7/3/2019



# Server Upgrades

7/2/19

## Agenda

- Existing Server Infrastructure
- Reasons for upgrading
- Options & Budget
- Best Solution



7/3/2019

## Existing Server Infrastructure

Server 1: Purchased 12/9/2014, Warranty Expires 12/10/2019

Server 2: Purchased 8/5/2017, Warranty Expires 8/7/2022

Physical Server 1
Virtual Svr 1: Authentication Primary
Virtual Svr 2: Helpdesk, Monitoring
Virtual Svr 3: Auditing, Remote Auth
Virtual Svr 4: Updates, Antivirus
Virtual Svr 5: City File/Print Server
Virtual Svr 6: Permitting Server
Virtual Svr 7: Police Vehicle Laptop Auth
Virtual Svr 8: Office 365 Account Sync

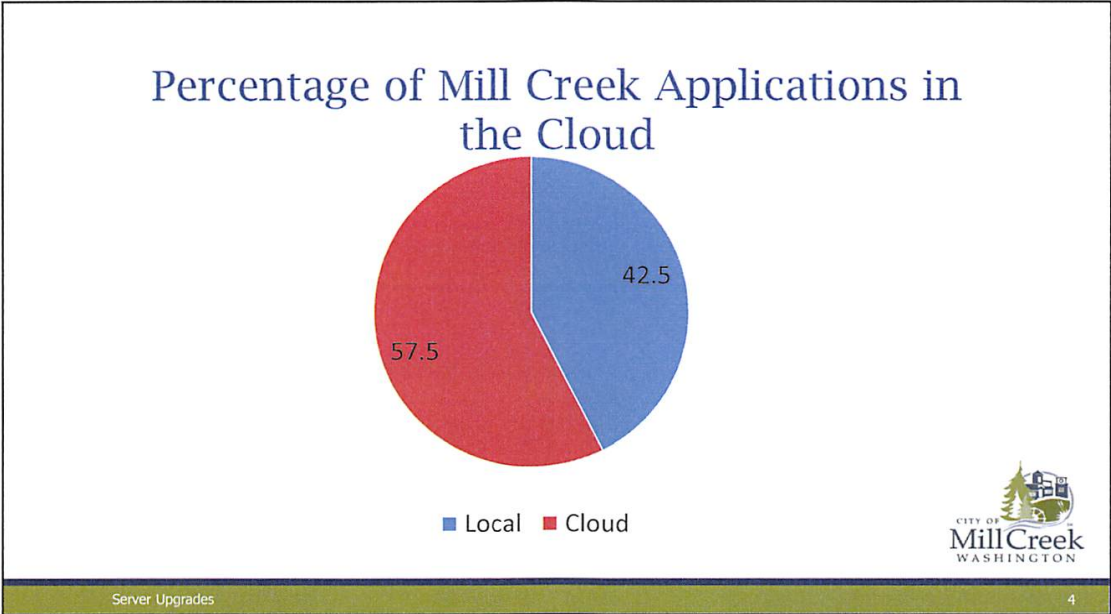
Physical Server 2
Virtual Svr 1: Authentication Secondary
Virtual Svr 2: Police Records Database
Virtual Svr 3: Police File/Print Server
Virtual Svr 4: Finance Database
Virtual Svr 5: Cloud Service Authentication
Virtual Svr 6: Police Vehicle Laptop Auth




## Existing Cloud Infrastructure – SaaS

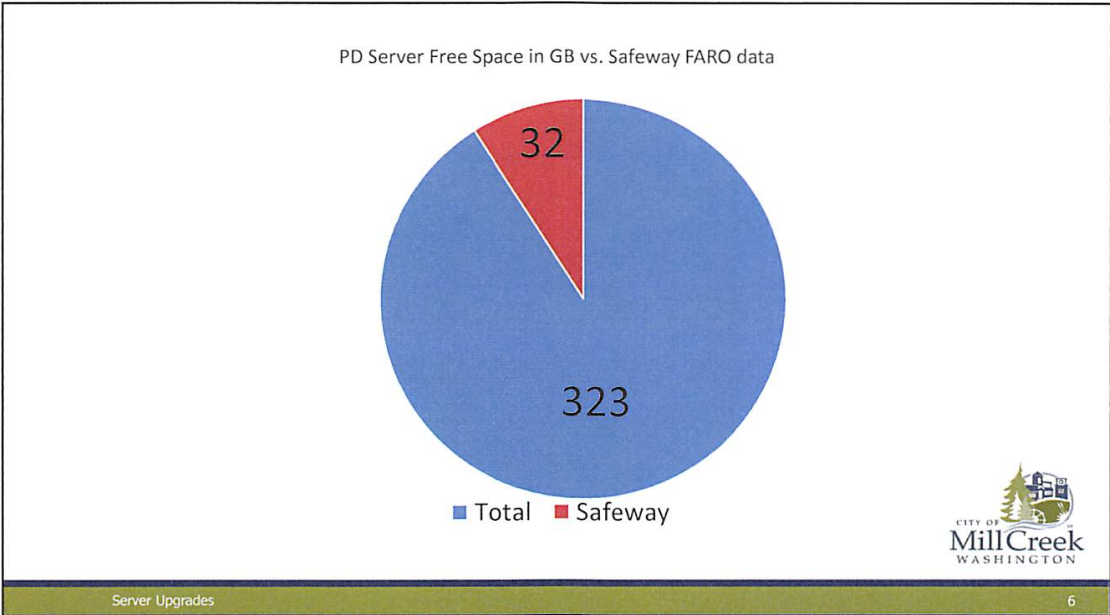
- iCompass – Council Agenda Creation, Meeting Minutes, iPad App
- GovQA – Citizen Request Tracking/Responding, Public Records Request Tracking/Responding
- PageFreezer – Website & Social Media Archiving, Text Message Archiving
- Code Publishing – Online Publication of the City’s Municipal Code
- Springbook – Finance package
- ADP – Payroll Processing, HR Management, Recruiting
- Office 365 – Email
- New World – Police Dispatch and Records Mgmt (SNO911)
- PowerDMS – Police Policy Approval and Publishing
- iWorq – Public Works work order management, Sign Inventory, ADA Ramp Inventory
- ArcGIS/ESRI – Online Mapping
- MyBuildingPermit.com – Online Portal through City of Bellevue
- City’s main website and tourism website
- ActiveNet – Parks and Recreation class registration
- Constant Contact – Mass emailing, Monday Minute





- ### Reasons for upgrading
- Minimal fault-tolerance and no automated failover capabilities
    - High risk for extended outage
    - Improved customer service
  - Existing server reaching end-of-life and due for replacement
  - Expanding needs of the City
    - Ex: Surface Water Repairs
    - Ex: Police Digital Evidence
  - Future Needs
    - Ex: GIS
    - Ex: Contract/Document Management
- 
- Server Upgrades 5

7/3/2019



### Options & Budget

- Hyper converged Infrastructure
- Move to the cloud
- Budget Available
  - \$60,000 from IT Operating Supplies



Server Upgrades

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## Hyper converged


Traditional  
(Non – Converged)

Hyper Converged

Storage Servers

Networking


Storage Servers

  
CITY OF  
**Mill Creek**  
WASHINGTON

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## Options

- Hyper converged (3 year cost):
  - Nutanix: \$50,316
    - Total including related costs, such as backups: \$65,469
  - Scale Computing: \$50,210
    - Total including related costs, such as backups: \$65,363
  - Dell VxRail: \$66,305
    - Total including related costs, such as backups: \$81,458

  
CITY OF  
**Mill Creek**  
WASHINGTON

Server Upgrades 9

# Options

- Cloud - 3 year cost:
  - Microsoft Azure Cloud: \$67,000 (3 year cost estimate)
  - Amazon AWS Cloud: \$150,000 (3 year cost estimate)
  - Other related expenses:
    - Redundant Internet Connection: (3 year cost estimate):
      - \$80,000
    - Microsoft Azure Backup: (3 year cost estimate): \$13,500
  - Total Microsoft Azure Cloud: \$160,500 for 3 years



# Comparison – Nutanix vs. Public Cloud

	Nutanix	Microsoft Azure Cloud
3 year server cost	\$50,316	\$67,000 <del>\$210,000</del>
3 year backup cost	\$15,153	\$13,500 <del>\$34,000</del>
Redundant Internet	N/A	\$80,000 <del>\$20,000</del>
Total 3 year cost	\$65,469	\$160,500 <del>\$264,000</del>





7/3/2019

### Microsoft Azure Estimate for City of Mill Creek


Licensing Program: Microsoft Online Services Program (MOSP)

Server(s) name	Region	Description	3-Year RI with AHB
Server 1	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 2	US Gov Arizona	1 F8 (8 vCPU(s), 16 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$136.91
Server 3	US Gov Arizona	1 F8 (8 vCPU(s), 16 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$136.91
Server 4	US Gov Arizona	1 F8 (8 vCPU(s), 16 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$136.91
Server 5	US Gov Arizona	1 F8 (8 vCPU(s), 16 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$136.91
Server 6	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 7	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 8	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22

Server Upgrades 12

Server 9	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 10	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 11	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 12	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 13	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 14	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
All E: Drives	US Gov Arizona	Block Blob Storage, General Purpose V2, LRS Redundancy, Hot Access Tier, 2,527 GB Capacity, 100,000 Write operations, 100,000 List and Create Container Operations, 100,000 Read operations, 1 Other operations. 1,000 GB Data Retrieval, 1,000 GB Data Write	\$75.84
VPN Gateway	US Gov Arizona	VPN Gateways type, VpnGw2AZ tier, 730 gateway hour(s), 500 GB, Inter-VNET outbound VPN gateway type	\$433.72
Data Transfers	US Gov Arizona	Zone 1: North America, Europe, 1 TB	\$111.07
Support		Support	\$100.00
		Monthly Total	\$1,690.47
		Annual Total	\$20,285.64
		3 year with tax:	\$67,246.90



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7/3/2019

## Solution – Hyper converged

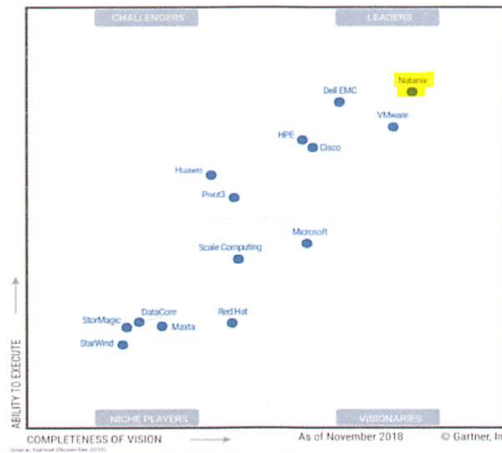
	Nutanix	Scale Computing	Dell VxRail
Cost	\$50,320	\$50,210	\$66,305
Nodes	3	3	3
Total Processor Cores	60, usable 45	24, usable 21.5	24, usable 21.5
Processor Speed	2.2GHz, turbo to 3.0GHz	2.1GHz, turbo to 3.0GHz	2.1GHz, turbo to 3.0GHz
Total RAM	384GB, usable 288	192GB, usable 186	288GB, usable 260
Total Storage	29.76TB	20.88	20.4TB
Total usable storage	16.79TB, 11.19 during node failure	10.5TB usable	4.7TB, 4.7TB during node failure
Networking Speed	10Gbit	10Gbit	10Gbit
Redundant Network Connections	Yes	Yes	Yes
Redundant Power Supplies	Yes	Yes	Yes
Server Brand	SuperMicro	SuperMicro	Dell
One-click upgrades?	Yes	Yes	Yes
Gartner Rating	Leader	Niche	Leader



Server Upgrades

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## Solution – Hyper converged



Server Upgrades

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## Solution – Hyper converged

Nutanix – Pacific Northwest Customers



Server Upgrades

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## Municipalities using Nutanix

- City of Arlington – Population 20,000
- City of Sequim – Population 7,100
- City of Tumwater – Population 23,000
- City of Marysville – Population 70,000
- City of Redmond
- City of Seattle
- City of Vancouver



Server Upgrades

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## Solution - Hyper converged

### Nutanix

- Founded in 2009
- 5000 Worldwide Employees
- Publically Traded
- Over 12,000 Customers
- Net Promoter Score of 92
  - Customer's willingness to return for another purchase and to recommend to someone else.
  - Industry average for technology is 54, highest possible score is 100
- Industry leading customer service response times
- Among the best in resolving issues quickly
- Marysville's Support Experience



## Thank You - Questions?

James Busch  
IT Manager





Agenda Item # D  
Meeting Date: July 9, 2019

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: SNOHOMISH COUNTY SUPPLEMENTAL WORK ORDER FOR ON-CALL BACKUP/EMERGENCY IT SERVICES**

**PROPOSED MOTION:**

Authorize the City Manager to sign Snohomish County Supplemental Work Order “#SWO-03-19 COMC.”

**KEY FACTS AND INFORMATION SUMMARY:**

In August of 2015 the City of Mill Creek entered into an agreement with Southwest Snohomish County Communications Agency (SNOCOM) to provide on-call backup/emergency Information Technology services. This agreement was activated whenever IT Manager James Busch was at a conference, on vacation, or otherwise unavailable for an extended period. If there was an IT emergency, the city leadership could call SNOCOM IT staff for assistance. Over the life of the agreement SNOCOM was notified numerous times that their assistance may be needed due to Mill Creek IT staff being unavailable, but no Mill Creek IT emergency occurred that required SNOCOM’s assistance.

In early 2018 SNOCOM and SNO PAC merged and became SNO911. Mill Creek’s agreement with SNOCOM continued throughout 2018 under the new SNO911 organization. However, in April of 2019 we were informed by SNO911 that they no longer wished to provide this service and requested Mill Creek begin looking for an alternative backup/emergency IT provider as soon as possible. Staff researched various options, including a partnership with Snohomish County.

Given the City’s existing partnerships with Snohomish County, their familiarity with various Mill Creek systems, existing connectivity to their datacenter, cost considerations, and other factors, staff’s recommendation is to partner with Snohomish County for backup/emergency Information Technology services. To achieve this, the City would enter into a Supplemental Work Order (SWO) agreement with Snohomish County outlining the specifics.

The SWO would fall under an existing Interlocal Agreement (ILA) for Information Technology Services between the City of Mill Creek and Snohomish County established in June of 2015 (Mill Creek Contract # 2015-1195). This ILA provides for both agencies to exchange various information technology services and enter into Supplemental Work Orders (SWO) as necessary.

There are two existing SWOs between the City of Mill Creek and Snohomish County:

- SWO-001-15: Provides for the delivery of Mill Creek’s fiber optic cable into Snohomish County’s data center and the mounting of equipment in Snohomish County’s data center. This SWO also provides for Snohomish County to mount equipment in Mill Creek’s

City Council Agenda Summary  
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server room and to utilize the City's fiber optic cable to transmit Snohomish County Traffic signal data back to the county. Due to the resource sharing nature of this agreement, staff was able to negotiate no charge for the use of Snohomish County's data center.

- SWO-02-17: Provides for internet services to the City through Snohomish County's redundant internet connections while utilizing the City's existing fiber connection to Snohomish County. This allows for a very high speed and reliable internet connection at a relatively low cost for this type of connection.

The third Supplemental Work Order (SWO-03-19) is to add "On-Call Support Services" (See Appendix C to Exhibit A – On-Call Support Services"). This service is only to be activated when IT Manager James Busch is unavailable due to a conference, vacation, or otherwise unavailable for an extended period. The service is to be used by City of Mill Creek leadership for large network or application outages, not day-to-day helpdesk issues. The cost for this agreement is \$100/hour during business hours and \$150/hour for off-hours assistance. Additionally, there is a \$500/year administrative fee.

With each additional Supplemental Work Order, Snohomish County reiterates what is contained in the existing work orders, therefore, the third Supplemental Work Order (SWO-03-19) includes all previous Supplemental Work Orders in a single document with no material changes to the existing Supplemental Work Orders.

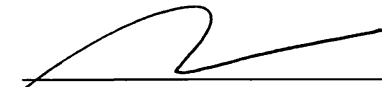
**CITY MANAGER RECOMMENDATION:**

Authorize the City Manager to sign Snohomish County Supplemental Work Order "#SWO-03-19 COMC."

**ATTACHMENTS:**

- Attachment 1: SNOCOM Agreement
- Attachment 2: ILA between the City of Mill Creek and Snohomish County (Contract# 2015-1195)
- Attachment 3: SWO-001-15
- Attachment 4: SWO-02-17
- Attachment 5: SWO-03-19

Respectfully Submitted:

  
\_\_\_\_\_  
Michael G. Ciaravino  
City Manager

**CONTRACT FOR SERVICES  
The City of Mill Creek and SNOCOM**

This Agreement is entered into by and between The City of Mill Creek, Washington, hereinafter referred to as The City, and Southwest Snohomish County Communications Agency (SNOCOM), a Washington Non-Profit Corporation, hereinafter referred to as SNOCOM.

WHEREAS, The City has determined the need to have certain services performed but does not have the manpower or expertise to perform such services, and

WHEREAS, The City desires to have SNOCOM continue to perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by SNOCOM. SNOCOM shall perform those services described on Exhibit A "Service Level Agreement" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, SNOCOM shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. SNOCOM shall request and obtain prior written approval from The City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. Payments shall be made by The City to SNOCOM based on the hourly rate of SNOCOM's staff providing service. Hourly rates are detailed in Exhibit B "Service Rates". If required, SNOCOM may update the Exhibit B hourly rates twice per year and provide 30 days written notice of the change to The City. SNOCOM shall bill The City monthly; and The City shall pay SNOCOM for services within 30 days after receipt of a billing invoice. The invoice shall be submitted by SNOCOM on SNOCOM's letterhead and will contain documentation generated through the service desk request. The total amount to be paid per year shall not exceed \$10,000 without written permission from the City Manager or designee. SNOCOM shall complete and return Exhibit D, "Taxpayer Identification Number", to The City prior to the first invoice submittal.

3. Duration of Agreement. This Agreement shall be reviewed annually. Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice.

4. Ownership and use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps and other materials produced by SNOCOM in connection with the services rendered under this agreement shall be the property of The City whether the project for which they are made is executed or not.

5. Interlocal Government Agency. SNOCOM and The City agree that SNOCOM is a non-profit corporation, registered with the State of Washington, and governed under an Interlocal Agreement with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither SNOCOM nor any employee of SNOCOM shall be entitled to any benefits accorded The City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal

income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to SNOCOM, or any employee of SNOCOM.

6. Indemnification. SNOCOM shall defend, indemnify and hold The City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of SNOCOM in performance of this Agreement, except for injuries and damages caused by the sole negligence of The City.

The City shall defend, indemnify and hold SNOCOM, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of The City in performance of this Agreement, except for injuries and damages caused by the sole negligence of SNOCOM.

7. Insurance. SNOCOM's insurance coverage shall be primary insurance with respect to duties performed under this contract for The City. Any insurance, self insurance, or insurance pool coverage maintained by The City shall be in excess of SNOCOM's insurance and shall not contribute with it. Certificates of coverage shall be delivered to The City within 15 days of the execution of this Agreement. Since both SNOCOM and The City are insured through the Washington Cities Insurance Authority, all insurance obligations are fulfilled through WCIA with the respective policies they hold for each agencies.

8. Record Keeping and Reporting. SNOCOM shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary to The City to ensure the performance of this Agreement.

These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by The City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by either party with ninety (90) days written notice of the intention to terminate the same. Failure to provide products on schedule may result in contract termination.

11. Discrimination Prohibited. SNOCOM shall not discriminate against any employee, applicant for employment, or any person seeking the services of SNOCOM to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

12. Assignment and Subcontract. SNOCOM shall not assign or subcontract any portion of the services contemplated by this agreement without the written consent of The City.

13. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

14. Notices. Notices to The City of Mill Creek shall be sent to the following address:

Rebecca Polizzotto, City Manager  
The City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012

Notices to SNOCOM shall be sent to the address provided by SNOCOM upon the signature line below.

15. State of Washington Requirements. SNOCOM agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work under this agreement and to provide this registration information to The City.

16. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceedings instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 25<sup>th</sup> day of August, 2015

THE CITY OF MILL CREEK

SNOCOM

By: Rebecca C. Polizzotto

By: Jerry Smith

Rebecca Polizzotto  
Mill Creek City Manager  
15728 Main Street,  
Mill Creek, WA 98012

Jerry Smith  
SNOCOM Board President  
PO Box 180  
Mountlake Terrace, WA 98043



**Exhibit A - Service Level Agreement**

**1. Purpose**

The purpose of this Service Level Agreement is to define the level of information technology support services that SNOCOM will provide to The City. The services will include SNOCOM IT staff familiarizing themselves with technology assets utilized by The City, providing general technology support related to hardware, software, network topology, and providing technology consultation on any The City technology projects when requested. Any third party products or service that may need to be purchased to resolve a service request will be the responsibility of The City. SNOCOM IT staff will provide consultation and make recommendations where applicable. The City will make any network and system documentation available to SNOCOM staff to be used during the issue triaging and troubleshooting process.

**2. The City Process to Request Assistance**

The following details the different methods for The City to request any of the services covered by this agreement. The City may use method any of the methods listed below. For each request for assistance, SNOCOM will attempt to assign a Staff 2 person to process and troubleshoot the request. If unavailable, SNOCOM may assign a Staff 3 person.

- a. The City may submit a request for service by emailing [mcsupport@snocom.org](mailto:mcsupport@snocom.org).
  - i. When submitting a request for service, The City will include a brief overview of the issue or request and the priority.
  - ii. An automated system will send an email confirmation back to the submitting address.
  - iii. SNOCOM will track any service related information including time spent troubleshooting and issue resolution in a request for service.  
Each request for service will be assigned a unique reference number.
- b. The City may contact the SNOCOM help desk by calling 425-774-2595.
  - i. If available, a SNOCOM technician will answer the telephone. If not, The City may leave a voice message.
  - ii. SNOCOM will create a request for service in response to a phone call or voice message. Each request for service will be assigned a unique reference number.  
Note: SNOCOM technicians are normally available by telephone, Monday through Friday, 8 am to 5 pm.
- c. The City may submit an emergency request for service anytime by calling the SNOCOM Dispatch Center at 425-774-3583. This method is to be reserved for Priority 1 issues only.
  - i. The City will request to speak with the on-duty supervisor and pass on the request for service.
  - ii. The SNOCOM supervisor will immediately notify the appropriate IT personnel.

**3. Response Time**

SNOCOM will make every best effort to respond to The City's requests for service utilizing the following priorities:

Priority 1: An error or problem causing any component or The City operation to be inoperable or unusable (i.e. Server down, network outage, multi-user outage, etc.) SNOCOM's goal is to contact The City within one hour of receiving a Priority 1 request.

Priority 2: An error or problem causing degraded use any component (i.e. System impaired, single user/component down, etc.) SNOCOM's goal is to contact The City within 4 hours of receiving a Priority 2 request.

Priority 3: An error or problem causing only a minor impact on any component or The City operation, or a research request (i.e. User inconvenience, non-mission critical application is impaired, etc). The goal for correcting or responding to a priority 3 request is five (5) business days or less.

Note: Since both SNOCOM and The City provide emergency services, SNOCOM reserves the right for its IS Manager to prioritize the response to conflicting emergency requests for service.

**4. Hours of Operation**

SNOCOM's hours of operation are Monday thru Friday, 8am to 5pm, excluding holidays.

**5. SNOCOM Designated Points of Contact**

Name	Email	Work Phone	Cell Phone
Terry Peterson, IS Manager	<a href="mailto:tpeterson@snocom.org">tpeterson@snocom.org</a>	425-774-2521	425-346-8003
Seann Legaspi, Systems Analyst	<a href="mailto:slegaspi@snocom.org">slegaspi@snocom.org</a>	425-774-2539	425-971-3979
Sharon Euster, Systems Engineer	<a href="mailto:seuster@snocom.org">seuster@snocom.org</a>	425-774-2522	425-231-4828
Mike Waters, Computer Systems Engineer	<a href="mailto:mwaters@snocom.org">mwaters@snocom.org</a>	425-774-2524	425-218-6870
Brent Meyer Systems Administrator	<a href="mailto:bmeyer@snocom.org">bmeyer@snocom.org</a>	425-774-2520	206-931-8496

**Exhibit B - Information Technology Support Services  
SERVICE RATES**

The Service Rates in effect for the current contract are as follows:

- Service will be provided at Standard hourly rates, billed in quarter hour increments.
- Overtime premium rates will be 1.5 times the standard hourly rates. Overtime premium rates will be assessed if the staff person performing the service is due overtime per SNOCOM policy.
- Service provided after hours, on weekends *and/or* holidays will be billed at a three (3) hour minimum.

Standard hourly rates are:

- Staff 2 - \$ 61.56 per hour
- Staff 3 - \$ 77.27 per hour

Purchase of parts *and/or* equipment are separate from this contract and the sole responsibility of The City.

2015-1195

COUNTY DEPARTMENT: Information Services

CONTACT PERSON: Gage Andrews

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-3703 / (425) 388-3999

PUBLIC AGENCY: City of Mill Creek

AGENCY CONTACT PERSON: James Busch

ADDRESS: 15728 Main Street, Mill Creek, WA 98012

TELEPHONE/FAX: (425) 921-5729/ (425) 745-9650

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders

Not to exceed \$50,000 for the five (5) year life  
of the Agreement

FUND SOURCE: City of Mill Creek

CONTRACT DURATION: June 29, 2015 through June 28, 2020

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNOHOMISH  
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES (the "Agreement") is made and entered into as of this 5<sup>th</sup> day of June, 2015, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services Information Services (the "County" or "SCDIS"), and the City of Mill Creek, a Washington municipal corporation ("COMC").

RECITALS

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

**WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDIS to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and**

**WHEREAS COMC is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and**

**WHEREAS, COMC requires supplemental information technology services in order to connect to Washington State and Regional Information Systems and may, in the future, require specific, yet to be identified information processing systems and services; and**

**WHEREAS, SCDIS requires supplemental information technology services from COMC in order to transmit information from Snohomish County Public Works transportation equipment back to the County, and to host a piece of SCDIS equipment for network operations;**

**AGREEMENT**

**NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SCDIS and the COMC agree as follows:**

**1. Scope of Information Services:**

- a. SCDIS will provide information technology goods and information processing services according to Supplemental Work Order (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for COMC, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service.**
- b. The scope of information technology goods and information services to be provided by SCDIS to COMC are limited to the following:**
  - i. Provide two (2) unit space in the Meet-Me Room rack to mount the COMC**

- network equipment in the SCDIS data center, and
- ii. Provide for twenty-four (24) cross-connects to connect to other agencies or services located in the SCDIS data center, and
- iii. Other functions as may be mutually agreeable.

c. The scope of information technology goods and information services to be provided by COMC to SCDIS are limited to the following:

- i. Provide unit space in the COMC facilities for one (1) SCDIS coarse wave division multiplexing (CWDM) device, and
- ii. Provide for transmission of information over the COMC fiber network for County Public Works information back to the County.

2. **Treatment of Assets.** Computer application programs and other software systems furnished to COMC by SCDIS are furnished on an "as is" basis with no representations or warranties regarding use or results including any warranties of merchantability or fitness for a particular purpose, unless indicated in an SWO for service.

Title to all property furnished by SCDIS shall remain in SCDIS. Title to all property purchased by the COMC for which COMC is not reimbursed by SCDIS shall remain in COMC. Title to all property purchased by COMC for which COMC is reimbursed by SCDIS, and is used as a component of services provided under this Agreement, shall pass to and vest in SCDIS upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of SCDIS furnished to the COMC shall, unless otherwise provided in this contract, or approved by SCDIS, be used only for the performance of this Agreement or a SWO. The COMC shall be responsible for any loss or damage to SCDIS property that SCDIS furnishes to the COMC.

If SCDIS property is lost, destroyed, or damaged, the COMC shall immediately notify the SCDIS and shall take all reasonable steps to protect the property from further damage.

3. **Surrender of Property.** The COMC shall surrender to SCDIS all property of SCDIS upon completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to COMC all property of COMC upon completion, termination, or cancellation of this Agreement.
4. **Time of Performance.** Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
5. **Compensation:** COMC may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDIS. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

COMC will pay SCDIS for services provided hereunder and as set out in SWOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the SCDIS in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the SCDIS, and shall be effective sixty (60) days after written notice of change is provided to the COMC, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COMC annually for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by COMC and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of

invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. SWOs with balances more than ninety (90) days past due may be terminated and services discontinued. Amounts disputed by the COMC under the Section 7 of this Agreement are not subject to late payment charges.

6. Obligations of COMC are as follows: As to all new COMC acquisitions of any information technology equipment, software or systems to be serviced by SCDIS under this Agreement, COMC shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCDIS and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

COMC shall make payment to SCDIS of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

COMC shall allow space for the SCDIS CWDM device in the COMC facilities, and the ability for information to be transmitted on the COMC fiber for the County Public Works operations.

7. Mutual Covenants: COMC will promptly notify the SCDIS in writing of issues regarding invoices, or of services which COMC believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of receipt of invoice or performance of services whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment effective upon execution by both COMC and SCDIS. SWOs may only be modified by written agreement of the parties.



Both parties understand the SCDIS retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. SCDIS agrees to allocate sufficient capacity to meet COMC's processing requirements as of the execution of this Agreement.

8. **SCDIS Review/Approval:** Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, SCDIS may, following review by the SCDIS, agree to perform such work or reject it, or request such modification or additions as it deems appropriate;

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, SCDIS will either accept or reject COMC systems and services as listed in the SWO. SCDIS will not bill COMC until SCDIS has accepted service and/or system delivery responsibility. COMC is not required to pay for services or systems until SCDIS accepts delivery responsibility for those services and/or systems.

9. **Access to Books/Records:** Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. SCDIS and COMC shall keep all records required by this contract in accordance with statutory archival requirements.

10. **Indemnification and Hold Harmless:** Subject to the liability limitation stated in Section 11 of this Agreement, COMC shall hold harmless, indemnify, and defend, at its own expense, SCDIS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of COMC's performance of this Agreement, including claims by COMC's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of SCDIS, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, SCDIS shall hold

harmless, indemnify, and defend, at its own expense COMC, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of SCDIS's performance of this Agreement, including claims by SCDIS employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of COMC, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by COMC and SCDIS, including claims by COMC's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COMC and SCDIS, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

11. **Limitation of Liability:** In no event will SCDIS or COMC be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of SCDIS or COMC under this Agreement or any SWO hereunder, even if SCDIS or COMC has been advised of the possibility of such damages.
12. **Compliance with Laws:** SCDIS and COMC shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. COMC will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.
13. **Non-assignment:** SCDIS and COMC shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of each party.

14. **Conflicts between Attachments and Text:** Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
15. **Interlocal Cooperation Act (Chapter 39.34 RCW):** The purpose of this Agreement is to allow SCDIS to provide a variety of information technology services to COMC as needed over a five (5) year term. SWOs will be executed by both parties as necessary and will describe the work to be done and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
16. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
17. **Public Records Act:** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of COMC are needed for the County to respond to a request under the Act, as determined by the County, COMC agrees to make them promptly available to the County. If COMC considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, COMC shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to

inspect or copy the information so identified by COMC and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify COMC (a) of the request and (b) of the date that such information will be released to the requester unless COMC obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If COMC fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of COMC to claim any exemption from disclosure under the Act. The County shall not be liable to COMC for releasing records not clearly identified by COMC as confidential or proprietary. The County shall not be liable to COMC for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

18. **Severability**: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
19. **Recording**: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.

“SCDIS”

“COMC”


SNOHOMISH COUNTY

CITY OF MILL CREEK

By:  LENDA CRAWFORD  
County Executive Executive Director  
Date 6/5/15


By:  Amy Mount  
City Manager Date 5/27/15

Approval Recommended:

  
Gage Andrews, Director  
Snohomish County  
Department of Information Services

Approved as to Form Only:

 Rebecca Wendling  
Deputy Prosecuting Attorney Date 5/20/2015

  
City of Mill Creek Attorney Date 5/27/15

2015-195

EXHIBIT A, SCDIS/ COMC SWO-001-15

**Supplemental Work Order (#SWO-001-15 COMC)**

**Exchange of Services between the City of Mill Creek and SCDIS**

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Services (the “County” or “SCDIS”), and City of Mill Creek (“COMC”) pursuant to the terms and conditions of that certain Interlocal Agreement between the City of Mill Creek and Snohomish County to Provide Information Technology Services (IMA) dated as of June 5, 2015. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the IMA. This SWO sets forth the obligations of the parties with respect to SCDIS’s provision of information services to COMC. This SWO also serves as the Service Level Agreement between COMC and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS and COMC to provide supplemental information technology services to one another as outlined in this SWO and the appendices.
2. **Scope of Work:** The specific services covered by this SWO include:
  - a. SCDIS will provide single mode fiber cross connect between SCDIS demarcation point and COMC switching equipment in the Meet Me rack in the SCDIS data center. SCDIS will mount, provide power, and energize COMC’s network equipment; and
  - b. COMC will provide space in their facilities for the SCDIS Coarse Wave Division Multiplexing (CWDM) device and the ability for data to be transmitted on the COMC fiber network for County Public Works for public safety use in support of County traffic signals; and
  - c. The “primary” items listed in Appendix A – Services Listing, attached hereto and by this reference made a part of this SWO, and any item directly “associated” with the primary items after acceptance by SCDIS, per terms of section #1 of Attachment A of this SWO; and
  - d. The “Basic Services” described in Appendix B, attached hereto and by this reference made a part of this SWO.
3. **Term and Termination:** The term of this SWO is from June 29, 2015 and shall be effective for the period of the IMA unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the IMA is terminated, this SWO shall also terminate on the IMA termination date.
4. **Designated Points of Contact and Escalation Points.** SCDIS’s designated point of contact for COMC to request support services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Service Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.

**EXHIBIT A, SCDIS/ COMC SWO-001-15**

**SCDIS Contacts and Escalation Points:**

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3938
Networking / Telecom Supervisor (Secondary)	425-388-7171
Client Services Supervisor	425-388-3938
Systems Manager (Primary)	425-388-3212
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

COMC's designated point of contact for SCDIS to send invoices, problems solve, and otherwise conduct business shall be:

COMC Primary Contact: James Busch, IT Manager  
 425-921-5729 / 206-713-5740  
 jamesb@cityofmillcreek.com

Additional COMC staff members: Tom Gathmann, Public Works  
 425-921-5722  
 tomg@cityofmillcreek.com

- 5. **Payment for Services:** SCDIS will invoice COMC for services as they occur for the costs of the after-hours response as specified in Appendix A of this SWO. Payment of invoices shall occur within net thirty (30) days from receipt of invoice. Payments that are more than thirty (30) days delinquent shall incur a one percent (1%) late payment fee. Invoices with balances more than ninety (90) days delinquent may be terminated by SCDIS and services discontinued.
- 6. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of COMC and SCDIS for their respective equipment.
- 7. **Pricing and Service Fees:** Due to the co-location of equipment on each other's premises and the need for the agencies to receive services from one another, SCDIS and COMC mutually agree to exchange the services set forth within this SWO without cost to one another. The exception to this no-cost exchange will be that charges will apply when COMC requests after-hours services that require SCDIS to respond. The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
- 8. **Modifications / Changes:** This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.
- 9. **Order of Precedence:** If there is a conflict between this SWO and the IMA, the conflict will be resolved by giving precedence first to the IMA.
- 10. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.

**EXHIBIT A, SCDIS/ COMC SWO-001-15**

**11. Notices:** Notices and other communications between SCDIS and COMC that are required by or specified in this SWO may be delivered by electronic mail. Communications related to this SWO may be directed to Snohomish County Department of Information Services at: [SIS-Telecommunications@snoco.org](mailto:SIS-Telecommunications@snoco.org). COMC shall provide SCDIS with a valid email address to be used by SCDIS for communications related to this SWO and shall update that address as needed ([jamesb@cityofmillcreek.com](mailto:jamesb@cityofmillcreek.com)). SCDIS shall fulfill its obligations under this SWO by providing COMC with notice at the email address most recently provided by COMC for use in providing notices pursuant to this SWO.

**12. Responsibilities and Service Level Expectations:**

**a. SCDIS Responsibilities:**

- i. Provide COMC's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide COMC two (2) units of rack space and Uninterruptable Power Supply power in SCDIS's Data Center for an Ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and COMC's equipment.
- iv. SCDIS takes no ownership regarding the repair of COMC owned equipment.
- v. SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 6:00 am and 12:00 am Monday through Friday and 7:00 am to 3:00 pm on Saturdays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional two hundred dollars (\$200.00) per-incident will be charged as a flat fee for each after-hours incident that exceeds twelve (12) hours in duration. COMC can contact SCDIS at 425-388-3378 for access to the facility.

**b. COMC Responsibilities**

- i. Provide fiber connectivity between COMC and SCDIS data facilities, subject to COMC's separate contractual rights and obligations for use of the leased fiber.
- ii. Provide Ethernet Switching equipment for two (2) units of rack space within SCDIS Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.
- iv. Provide SCDIS space for one Coarse Wave Division Multiplexing device (CWDM) in the COMC facilities.
- v. Provide 1Mbps transportation back to SCDIS on the COMC fiber for public safety use in support of Public Works traffic signals. This transportation is subject to COMC's separate contractual rights and obligations for use of the leased fiber. COMC does not warrant the connectivity or merchantability of the fiber beyond the warranties provided to COMC by the fiber owner.
- vi. COMC takes no ownership regarding the repair of SCDIS owned equipment.



**EXHIBIT A, SCDIS/ COMC SWO-001-15**

- 13. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when COMC is unable to conduct business.
- a. **Response Time** *2 Hours*
  - b. COMC shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 14. Priority Problem Response:** Priority problem shall mean network impairment, or when COMC is still able to conduct business but no practical workaround exists.
- a. **Response Time** *3 Hours*
  - b. COMC shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 15. Routine Response:** Routine response shall mean that the user is inconvenienced, or non-mission-critical application is impaired and a practical workaround exists.
- a. **Response Time** *3 Days (Maximum)*
  - b. COMC shall make contact with the SCDIS Service Desk to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident when all other service requests of a higher priority have been answered, and SCDIS shall make every effort to respond within three (3) business days of receiving notification of the problem. This category includes, but is not limited to, training issues, minor operational issues, and minor system inconveniences.
- 16. SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

**COMC Primary Contact:** James Busch, IT Manager  
City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012  
(425) 921-5729 / (206) 713-5740  
Jamesb@cityofmillcreek.com

**SCDIS Primary Contact:** JD Braathen, Telecom Network Engineering Supervisor  
Snohomish County, Department of Information Services  
3000 Rockefeller Avenue, M/S 709  
Everett, WA 98201  
(425) 388-7171  
JD.Braathen@snoco.org

EXHIBIT A, SCDIS/ COMC SWO-001-15

By their signatures, SCDIS and COMC hereby acknowledge and accept the terms and conditions of this SWO.

**Approved**

**City of Mill Creek**

  
Signature

Sandy Manuel  
Print or Type Name

Acting City Manager 5/27/15  
Title Date

**Approved**

**Snohomish County**

  
Signature

Gage Andrews  
Print or Type Name

Director, Information Services 5/28/15  
Title Date

EXHIBIT A, SCDIS/ COMC SWO-001-15

**Appendix A to Exhibit A- SWO COMC Services List and Summary Annual Costs**

SCDIS will provide the following services at the prepaid support rate identified below.

**Network Services:**

Services	Function and Identification	Qty	Date of Activation	LOC	Charge Each	Monthly Charge	Annual charge
Net Equipment Hosting 2 Rack Unit Space, first 24 cross connects	Connectivity/Equipment hosting	12	06/01/2010	SCDIS		\$0.00	\$0.00

SWO-001-15 - Total Recurring Charges: \$0.00 \$0.00

**After-Hours Requests:**

Services	Rate	Comments
After Hours Incident Request	\$100.00 per hour	3 hour minimum charge
After Hours Incident Exceeding 12 Hours	\$200.00	Flat fee in addition to the per hour charges

Note: Access during normal business hours will be covered under the Net Equipment Hosting service.

EXHIBIT A, SCDIS/ COMC SWO-001-15

**Appendix B to Exhibit A – SWO Basic Services**

Basic Services shall include co-location of COMC equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment and consists of 2 rack units.

Hours of Service:

**Interactive:** Monday through Friday 8:00AM through 5:00PM

**Maintenance:** Monday through Friday \*8:00AM through 5:00PM

**\*Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

**Scheduled Outage for Maintenance:** Each Saturday between 7:00 am and 12:00 pm is scheduled for regular maintenance. This is essential to network health. Intermittent outages may occur during this period. SCDIS will notify COMC 24 hours in advance of any maintenance being performed that could impact COMC network operations.

**Network Services Infrastructure**

Support Services and Maintenance

SCDIS shall provide support services and maintenance on SCDIS owned equipment as needed for standard transport services. This support and maintenance also includes all time and materials necessary to return this service and its associated equipment to working condition upon failure. *These devices and transports will be owned, operated and configured by SCDIS.*

Network Equipment Hosting

SCDIS shall provide data center net equipment hosting of COMC owned equipment and transports in order to access SCDIS standard transport services: It will be incumbent on COMC to return this service and its associated equipment to working condition upon failure. *These devices and transports will be owned, operated and configured by the COMC.*

Purchase, Delivery and Installation

COMC shall purchase, prepare and deliver mutually agreed upon Ethernet switching equipment for placement in the Snohomish County Data Center.

B-1

**EXHIBIT A, SCDIS/ COMC SWO-001-15**

**Warranty Repair Assistance**

**COMC shall be solely responsible for warranty and repair of COMC owned equipment.**

**Help-Desk Dispatch and Telephone Support**

**SCDIS shall provide a single-point service to report suspected SCDIS problems which might involve SCDIS owned equipment and transports and to assist with Snohomish County Data Center access and escort arrangements.**

- **Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.**
- **Provide telephone support to assist COMC in the restoration of SCDIS contracted services.**

**COMC shall utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with practices of SCDIS.**

**Basic Assistance**

**Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the COMC and SCDIS.**

**In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COMC to develop and recommend approaches to meet COMC requirements.**

EXHIBIT A, SCDIS/ MC SWO-02-17

**Supplemental Work Order (#SWO-02-17 MC)**

**Fiber Connectivity and Internet Service between the City of Mill Creek and SCDIS**

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Services (the “County” or “SCDIS”), and the City of Mill Creek “MC”) pursuant to the terms and conditions of that certain Intergovernmental Services Contract between the City of Mill Creek and Snohomish County to Provide Information Technology Services (ISC) dated as of June 29, 2015. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ISC. This SWO sets forth the obligations of the parties with respect to SCDIS’s provision of information services to MC. This SWO also serves as the Service Level Agreement between MC and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS to provide MC supplemental information technology services as specified in Appendix A.
2. **Scope of Work:** The specific services covered by this SWO include:
  - a. The “primary” items listed in Appendix A – Services Listing, attached hereto and by this reference made a part of this SWO, and any item directly “associated” with the primary items after acceptance by SCDIS, per terms of section #1 of Attachment A of this SWO; and
  - b. The “Basic Services” described in Appendix B, attached hereto and by this reference made a part of this SWO.
3. **Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for the period of the ISC unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the ISC is terminated, this SWO shall also terminate on the ISC termination date.
4. **Prohibited Use of Services:** MC shall not use any service provided within this SWO in a manner which SCDIS reasonably determines may adversely affect Snohomish County information systems, or other Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to other Snohomish County customers.
5. **Authority to Monitor Services:** SCDIS has the right, but not the obligation, to monitor any activity and content associated with the use of the services. SCDIS may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County service and investigate any complaint or reported violation of law or Snohomish County policies and take any action it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of a service, removal of materials on a Snohomish County-hosted web site, and disclosure of information to law enforcement agencies, including but not limited to user contact details, IP addressing and traffic information, usage history and posted content, in response to requests SCDIS reasonably deems to be legally enforceable.

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EXHIBIT A, SCDIS/ MC SWO-02-17

- 6. **Resale of Snohomish County Services:** MC shall not resell or provide free of charge any service to any third party without first entering into a contract for service with SCDIS which permits these activities.
- 7. **Designated Points of Contact and Escalation Points.** SCDIS's designated point of contact for MC to request support services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Service Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.

SCDIS Contacts and Escalation Points:

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3114
Networking / Telecom Supervisor (Secondary)	425-388-3998
Client Services Supervisor	425-388-3114
Systems Manager (Primary)	425-388-7171
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

MC's designated point of contact for SCDIS to send invoices, problems solve, and otherwise conduct business shall be:

MC Primary Contact:	James Busch 425-921-5729 jamesb@cityofmillcreek.com
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Additional MC staff members:	[NAME AND TITLE] [PHONE] [E-MAIL]
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	[NAME AND TITLE] [PHONE] [E-MAIL]
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- 8. **Payment for Services:** SCDIS will invoice MC for these services on a yearly basis for the monthly recurring costs of the Network / Integration services deliverables as specified in Appendix A of this SWO. Payment of invoices shall occur within net thirty (30) days from receipt of invoice. A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. SWO's with balances more than ninety (90) days past due may be terminated and services discontinued.

2 of 5

EXHIBIT A, SCDIS/ MC SWO-02-17

9. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of MC.
10. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
11. **Modifications / Changes:** This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.
12. **Order of Precedence:** If there is a conflict between this SWO and the ISC, the conflict will be resolved by giving precedence first to the ISC.
13. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
14. **Notices:** Notices and other communications between SCDIS and MC that are required by or specified in this SWO may be delivered by electronic mail. Communications related to this SWO may be directed to Snohomish County Department of Information Services at: SIS-Telecommunications@snoco.org. MC shall provide SCDIS with a valid email address to be used by SCDIS for communications related to this SWO and shall update that address as needed. SCDIS shall fulfill its obligations under this SWO by providing MC with notice at the email address most recently provided by MC for use in providing notices pursuant to this SWO.
15. **Responsibilities and Service Level Expectations:**
  - a. **SCDIS Responsibilities:**
    - i. Provide MC's fiber vendor a termination point for a single pair of single mode fiber.
    - ii. Provide MC one (1) unit of rack space and UPS power in SCDIS's Data Center for an Ethernet switch.
    - iii. Provide path for fiber or single mode fiber between termination point and MC's equipment.
    - iv. Provide internet service via "Meet-Me" cabinet to MC.
    - v. Provide internet service on a per-megabyte used basis billed annually.
    - vi. Provide a pooled IP address range to support MC's public IP addressing needs.
    - vii. SCDIS takes no ownership regarding the repair of MC owned equipment.
    - viii. SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm Monday through Friday and 7:00 am to 3:00 pm on Saturdays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional two hundred dollars (\$200.00) per-incident will be charged as a flat fee for each after-hours incident that exceeds twelve (12) hours in duration. MC can contact SCDIS at 425-388-3378 for access to the facility.
  - b. **MC Responsibilities**
    - i. Provide fiber connectivity between MC and SCDIS data facilities.
    - ii. Provide Ethernet Switching equipment for one (1) unit of rack space within SCDIS Data Center.
    - iii. Provide maintenance of Ethernet Switching equipment.



EXHIBIT A, SCDIS/ MC SWO-02-17

- 16. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when MC is unable to conduct business.
- a. **Response Time** *2 Hours*
  - b. MC shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 17. Priority Problem Response:** Priority problem shall mean network impairment, or when MC is still able to conduct business but no practical workaround exists.
- a. **Response Time** *3 Hours*
  - b. MC shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 18. Routine Response:** Routine response shall mean that the user is inconvenienced, or non-mission-critical application is impaired and a practical workaround exists.
- a. **Response Time** *3 Days (Maximum)*
  - b. MC shall make contact with the SCDIS Service Desk to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident when all other service requests of a higher priority have been answered, and SCDIS shall make every effort to respond within three (3) business days of receiving notification of the problem. This category includes, but is not limited to, training issues, minor operational issues, and minor system inconveniences.
- 19. SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

MC Primary Contact: James Busch, Director of IT  
15728 Main Street  
Mill Creek, WA 98012  
425-921-5729  
jamesb@cityofmillcreek.com

SCDIS Primary Contact: JD Braathen, Telecom Network Engineering Supervisor  
Snohomish County  
Department of Information Services  
3000 Rockefeller Avenue, M/S 709  
Everett, WA 98201  
(425) 388-7171

EXHIBIT A, SCDIS/ MC SWO-02-17

By their signatures, SCDIS and MC hereby acknowledge and accept the terms and conditions of this SWO.

**Approved**

**City of Mill Creek**

James G. Busch per Peggy  
Signature

James G. Busch  
Print or Type Name

IT Director                      2/28/17  
Title    Date

**Approved**

**Snohomish County**

[Signature]  
Signature

Irever Esko  
Print or Type Name

CIO                                      3/2/17  
Title    Date

EXHIBIT A, SCDIS/ MC SWO-02-17

**Appendix A to Exhibit A- SWO-02-17 MC Services List and Summary Annual Costs**

SCDIS will provide the following services at the prepaid support rate identified below. Each after-hours request has a 3 hour minimum charge at \$100.00 per hour. An additional two hundred dollars (\$200.00) per-incident will be charged as a flat fee for each after-hours incident that exceeds twelve (12) hours in duration. (Access to Data Center/SCDIS Assistance after hours).

Note: Access during normal business hours will be covered under the Net Equipment Hosting service.

**Network Services:**

Services	Function and Identification	Qty	Date of Activation	LOC	Charge Each	Monthly Charge	Annual charge
Internet Access MC	1 Mbps via 95 <sup>th</sup> Percentile	3			\$20	\$60	\$720
Administrative Fee, MC	5% Admin Fee	1			\$1	\$1	\$12.00

**SWO-002-17 - Total Recurring Charges: \$63.00 \$756**

SCDIS reserves the right to charge \$28.00 per Mbps (via 95<sup>th</sup> percentile) and the associated 5% Administrative Fee for usage that exceeds the quantity agreed to in this SWO. This will be invoiced separately on a monthly basis should it occur.

EXHIBIT A, SCDIS/ MC SWO-02-17

**Method for Calculating Fees**

SCDIS uses RRDtool to graphically represent MC’s bandwidth and billing operations data on a monthly recurring basis. This billing activity requires the monitoring of MC’s data bandwidth utilization. The scope of this monitoring expressly prohibits capture, viewing or otherwise sharing data content unless required by law.

Bandwidth data is measured from MC’s activated network interface port on SCDIS internet co-location gateway switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95<sup>th</sup> percent) becomes the billable utilization for the month.

These graphs will be made available on MC’s co-location web service portal provided by SCDIS. See example chart below:

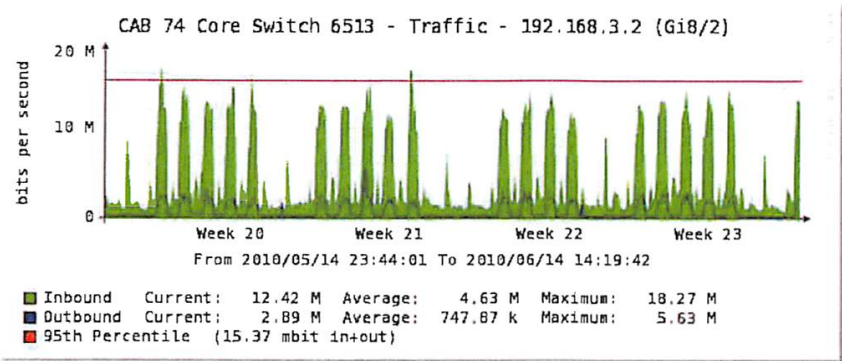


EXHIBIT A, SCDIS/ MC SWO-02-17

**Appendix B to Exhibit A – SWO Basic Services**

Basic Services shall include co-location of MC’s equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment and consists of 1 rack unit.

Hours of Service:

**Interactive:** Monday through Friday 8:00AM through 5:00PM

**Maintenance:** Monday through Friday \*8:00AM through 5:00PM

**\*Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

**Scheduled Outage for Maintenance:** Each Saturday between 7:00 am and 12:00 pm is scheduled for regular maintenance. This is essential to network health. Intermittent outages will occur during this period. If for some reason MC will be working during those periods, then please contact SCDIS’s Service Desk at 425-388-3378.

**Network Services Infrastructure**

Support Services and Maintenance

SCDIS shall provide support services and maintenance on SCDIS owned equipment as needed for standard transport services. This support and maintenance also includes all time and materials necessary to return this service and its associated equipment to working condition upon failure. ***These devices and transports will be owned, operated and configured by SCDIS.***

Network Equipment Hosting

SCDIS shall provide data center net equipment hosting of MC owned equipment and transports in order to access SCDIS standard transport services: It will be incumbent on MC to return this service and its associated equipment to working condition upon failure. ***These devices and transports will be owned, operated and configured by MC.***

Purchase, Delivery and Installation

MC shall purchase, prepare and deliver mutually agreed upon Ethernet switching equipment for placement in the Snohomish County Data Center.

Warranty Repair Assistance

MC shall be solely responsible for warranty and repair of MC owned equipment.

EXHIBIT A, SCDIS/ MC SWO-02-17

**Help-Desk Dispatch and Telephone Support**

SCDIS shall provide a single-point service to report suspected SCDIS problems which might involve **SCDIS owned equipment and transports** and to assist with Snohomish County Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.
- Provide telephone support to assist MC in the restoration of SCDIS contracted services.

MC shall utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with practices of SCDIS.

**Basic Assistance**

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the MC and SCDIS.

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with MC to develop and recommend approaches to meet MC's requirements.

**Supplemental Work Order (#SWO-03-19 COMC)**

**Exchange of Services between the City of Mill Creek and SCDIS**

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Services (the “County” or “SCDIS”), and City of Mill Creek (“COMC”) pursuant to the terms and conditions of that certain Intergovernmental Services Agreement (ISA) between the City of Mill Creek and Snohomish County to Provide Information Technology Services dated as of June 29, 2015. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ISA. This SWO sets forth the obligations of the parties with respect to SCDIS’s provision of information services to COMC. This SWO also serves as the Service Level Agreement between COMC and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS to provide supplemental information technology services as outlined in the following Appendices.
2. **Scope of Work:** The specific services covered by this SWO include:
  - a. The “Network Services” described in Appendix A, attached hereto and by this reference made a part of this SWO; and
  - b. The “Basic Services” described in Appendix B, attached hereto and by this reference made a part of this SWO; and
  - c. The “On-Call Support Services” described in Appendix C, attached hereto and by this reference made a part of this SWO.
3. **Prohibited Use of Services:** COMC shall not use any service provided within this SWO in a manner which SCDIS reasonably determines may adversely affect Snohomish County information systems, or other Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to other Snohomish County customers.
4. **Term and Termination:** The term of this SWO begins the date of execution and shall be effective for the period of the ISA unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the ISA is terminated, this SWO shall also terminate on the ISA termination date.
5. **Authority to Monitor Services:** Snohomish County has the right, but not the obligation, to monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policies and take any action it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of a Service, removal of materials on a Snohomish County-hosted web site, and disclosure of information to law enforcement agencies, including but not limited to user contact details, IP addressing and traffic information, usage history and posted content, in response to requests Snohomish County reasonably deems to be legally enforceable.

- 6. **Resale of Snohomish County Services:** COMC shall not resell or provide free of charge any service to any third party without first entering into a contract for services with SCDIS which permits these activities.
- 7. **Designated Points of Contact and Escalation Points.** SCDIS’s designated point of contact for COMC to request support services, contact Service personnel, request problem status updates, and receive problem resolutions is the SCDIS Service Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.

SCDIS Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor (Primary)	425-388-7171
Applications Support Supervisor	425-388-3243
Client Services Supervisor	425-388-3899
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

COMC’s designated point of contact for SCDIS to send invoices, problems solve, and otherwise conduct business shall be:

COMC Primary Contact: James Busch, IT Manager  
425-921-5729 / 206-713-5740  
jamesb@cityofmillcreek.com

Additional COMC staff members: Gina Pfister, City Clerk  
425-921-5725  
ginap@cityofmillcreek.com

- 8. **Payment for Services:** SCDIS will invoice COMC for services as specified in the Appendices of this SWO. Payment of invoices shall occur within net thirty (30) days from receipt of invoice. Payments that are more than thirty (30) days delinquent shall incur a one percent (1%) late payment fee. Invoices with balances more than ninety (90) days delinquent may be terminated by SCDIS and services discontinued.
- 9. **Declined Equipment:** Not applicable to this SWO.
- 10. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDIS are outlined in the Appendices of this SWO.
- 11. **Modifications / Changes:** This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an issuance of a new SWO, which will replace and take precedence over this SWO.
- 12. **Order of Precedence:** If there is a conflict between this SWO and the ISA, the conflict will be resolved by giving precedence first to the ISA.
- 13. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.



- 14. Notices:** Notices and other communications between SCDIS and COMC that are required by or specified in this SWO may be delivered by electronic mail. Communications related to this SWO may be directed to Snohomish County Department of Information Services at: [SIS-Telecommunications@snoco.org](mailto:SIS-Telecommunications@snoco.org). COMC shall provide SCDIS with a valid email address to be used by SCDIS for communications related to this SWO and shall update that address as needed ([jamesb@cityofmillcreek.com](mailto:jamesb@cityofmillcreek.com)). SCDIS shall fulfill its obligations under this SWO by providing COMC with notice at the email address most recently provided by COMC for use in providing notices pursuant to this SWO.
- 15. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when COMC is unable to conduct business.
- a. **Response Time** *2 Hours*
  - b. COMC shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 16. Priority Problem Response:** Priority problem shall mean network impairment, or when COMC is still able to conduct business but no practical workaround exists.
- a. **Response Time** *3 Hours*
  - b. COMC shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 17. Routine Response:** Routine response shall mean that the user is inconvenienced, or non-mission-critical application is impaired and a practical workaround exists.
- a. **Response Time** *3 Days (Maximum)*
  - b. COMC shall make contact with the SCDIS Service Desk to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident when all other service requests of a higher priority have been answered, and SCDIS shall make every effort to respond within three (3) business days of receiving notification of the problem. This category includes, but is not limited to, training issues, minor operational issues, and minor system inconveniences.
- 18. SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

COMC Primary Contact: James Busch, IT Manager  
City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012  
(425) 921-5729 / (206) 713-5740  
[Jamesb@cityofmillcreek.com](mailto:Jamesb@cityofmillcreek.com)

SCDIS Primary Contact: JD Braathen, Telecom Network Engineering Supervisor

Snohomish County, Department of Information Services  
3000 Rockefeller Avenue, M/S 709  
Everett, WA 98201  
(425) 388-7171  
JD.Braathen@snoco.org

By their signatures, SCDIS and COMC hereby acknowledge and accept the terms and conditions of this SWO.

**Approved**

**Approved**

**City of Mill Creek**

**Snohomish County**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title* *Date*

\_\_\_\_\_  
*Title* *Date*

**Appendix A to Exhibit A- SWO Network Services**

SCDIS will provide the following services at the prepaid rates specified below.

**Network Services:**

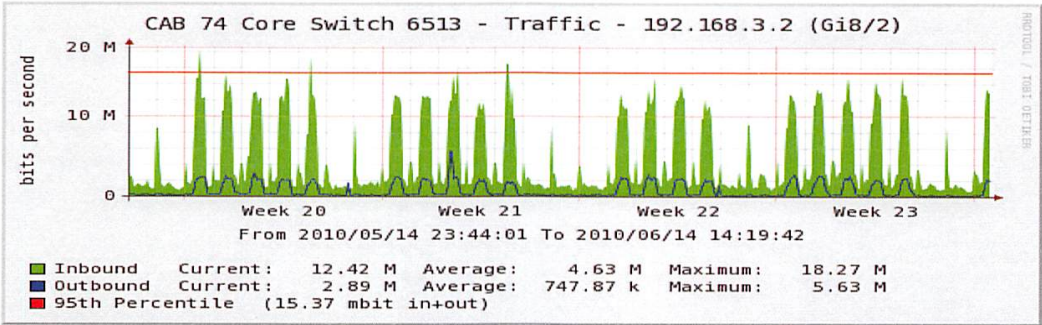
- I. **Responsibilities and Service Level Expectations:**
  - a. **SCDIS Responsibilities:**
    - i. Provide COMC’s fiber vendor a termination point for a single pair of single mode fiber.
    - ii. Provide Internet service on a per-megabyte use bases billed annually.
    - iii. Provide a pooled IP address range to support COMC’s public IP addressing needs.
  - b. **COMC Responsibilities:**
    - i. Provide fiber connectivity between COMC and SCDIS data facilities.

Services	Function and Identification	Qty	Charge Each	Monthly Charge	Annual charge
Internet Access	1 Mbps via 95 <sup>th</sup> Percentile	3	\$20.00	\$60.00	\$720
Administrative Fee	5% Administrative Fee	1	\$1.00	\$3.00	\$36

SCDOIT uses Cacti to graphically represent the customer’s bandwidth and billing operations data on a monthly recurring basis.

Bandwidth data is measured from the customer’s activated network interface port on SCDOIT internet colocation, gateway switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95<sup>th</sup> percent) becomes the billable utilization for the month.

These graphs will be made available at the customer’s request. See example chart below:



A-1

**Appendix B to Exhibit A – SWO Basic Services**

Basic Services shall include co-location of COMC equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment and consists of rack units.

**I. Responsibilities and Service Level Expectations:**

**a. SCDIS Responsibilities:**

- ii. Provide COMC one (1) unit of rack space and Uninterruptable Power Supply power (UPS) in SCDIS's Data Center for an Ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and COMC's equipment.
- iv. Provide Internet service via "Meet-Me" cabinet to COMC.
- v. SCDIS takes no ownership regarding the repair of COMC-owned equipment.
- vi. SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 7:00 am and 5:00 pm Monday through Friday. Access to Network Operations Center after hours or on weekends will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional two hundred dollars (\$200.00) per-incident will be charged as a flat fee for each after-hours incident that exceeds twelve (12) hours in duration. COMC can contact SCDIS at 425-388-3378 for access to the facility.

**b. COMC Responsibilities:**

- vii. Provide Ethernet Switching equipment for one (1) unit of rack space within SCDIS Data Center.
- viii. Provide maintenance of Ethernet Switching equipment.

**Scheduled Outage for Maintenance:** Each Saturday between 7:00 am and 12:00 pm is scheduled for regular maintenance. This is essential to network health. Intermittent outages may occur during this period. SCDIS will notify COMC 24 hours in advance of any maintenance being performed that could impact COMC Internet service or network operations.

**Network Services Infrastructure**

**Support Services and Maintenance**

SCDIS shall provide support services and maintenance on SCDIS-owned equipment as needed for standard transport services. This support and maintenance also includes all time and materials

necessary to return this service and its associated equipment to working condition upon failure. *These devices and transports will be owned, operated and configured by SCDIS.*

Network Equipment Hosting

SCDIS shall provide data center net equipment hosting of COMC-owned equipment and transports in order to access SCDIS standard transport services: It will be incumbent on COMC to return this service and its associated equipment to working condition upon failure. *These devices and transports will be owned, operated and configured by the COMC.*

Purchase, Delivery and Installation

COMC shall purchase, prepare and deliver mutually agreed upon Ethernet switching equipment for placement in the Snohomish County Data Center.

Warranty Repair Assistance

COMC shall be solely responsible for warranty and repair of COMC owned equipment.

Service Desk Dispatch and Telephone Support

SCDIS shall provide a single-point service to report suspected SCDIS problems which might involve **SCDIS-owned equipment and transports** and to assist with Snohomish County Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.
- Provide telephone support to assist COMC in the restoration of SCDIS contracted services.

COMC shall utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with practices of SCDIS.

Basic Assistance

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the COMC and SCDIS:

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COMC to develop and recommend approaches to meet COMC requirements.

**Appendix C to Exhibit A – On-Call Support Services**

The intent of this Appendix is for SCDIS to provide scheduled, on-call emergency support services to COMC. COMC employs limited IT staff and on occasion COMC may request on-call IT coverage from SCDIS in case an unplanned emergency event involving IT infrastructure (e.g. network switches, routers, servers) and/or business applications occurs. SCDIS will provide on-call emergency support services when COMC IT staff is not available to respond to an Emergency. These services require prior scheduling and preparation, per section (II(b)), for SCDIS to be considered on-call and will include only the services provided in section (I(a)).

**DEFINITIONS**

**Emergency** – shall mean IT network outage, multi-user IT outage/critical event, or when COMC is unable to conduct business due to an issue regarding an IT infrastructure and/or business application issue.

**Emergency Response** – shall mean the response provided by SCDIS to a scheduled on-call support request in which a IT network outage, multi-user IT outage/critical event, or when COMC is unable to conduct business due to an issue regarding an IT infrastructure and/or business application issue.

a. In the event Snohomish County declares a state of emergency, SCDIS priority will be to recover and restore County systems and services.

**On-call Support Services** – shall mean Emergency Support services provided by SCDIS in which COMC provided at least five (5) business days advanced notice.

**I. SUPPORT SERVICES**

- a. On-call Emergency Support service provided by SCDIS includes the following:
  - i. Intake and assessment of technical support calls from COMC leadership.
  - ii. Provide remote or on-site support once the technical support call has been assessed.
  - iii. Provide best effort support of COMC IT infrastructure and/or business applications.
  - iv. Serve as 'smart hands' for COMC IT staff.
- b. On-call support service excludes the following:
  - i. Technical issues not deemed to be an Emergency.
  - ii. Support requests when SCDIS is not scheduled to be on-call, per section (II(b)i).
  - iii. Workstation hardware and software applications, and associated peripherals

iv. Any other services not explicitly included in section (1(a)).

**II. RESPONSIBILITES AND SERVICE LEVELS**

- a. **SCDIS Responsibilities:**
  - i. SCDIS to provide hourly on-call support for emergency events involving COMC IT infrastructure and business applications.
- b. **COMC Responsibilities:**
  - i. COMC to schedule on-call emergency support services by notifying SCDIS at least five (5) business days' before on-call support coverage is needed.
  - ii. Provide SCDIS support staff with access (physical and logical), and documentation necessary to provide on-call support for emergency events.

July 1, 2019 through June 28, 2020		
Type	Description	Hourly Rate
Business Hours Support	M-F 8:00 am to 5:00 pm (excluding holidays)	\$100
Off-Hours Support	M-F 5:00 pm to 8:00 am, weekends and holidays	\$150

COMC will be billed a minimum of one (1) hour per incident. After the first hour, COMC will be billed in thirty (30) minute increments rounded up to the next thirty minute interval.

COMC will be billed a minimum of four (4) hours when SCDIS dispatches staff to provide onsite support.

**Administrative Fee:**

COMC to be charged a one-time start-up fee of \$500 upon execution of the SWO. Thereafter, COMC will be charged an annual administrative fee of \$500 on the anniversary date of the Agreement.



Agenda Item # E  
Meeting Date: July 9, 2019

**CITY COUNCIL AGENDA SUMMARY**  
City of Mill Creek, Washington

**AGENDA ITEM: EAST GATEWAY URBAN VILLAGE (EGUV) SPINE ROAD WEST CONNECTION (PHASE 1) -PROFESSIONAL SERVICES CONTRACT**

**PROPOSED MOTION:**

Motion to authorize the City Manager to execute a contract with Gray & Osborne, Inc. for engineering and right-of-way services for property acquisition needed for future construction of East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) and relocation of existing drainage pond in an amount not to exceed \$118,200.

**KEY FACTS AND INFORMATION SUMMARY:**

The EGUV subarea plan was designed with internal access provided via a “Spine Road.” Several parcels in the East Gateway Urban Village have already built, or are in the process of building, the “Spine Road” within their development. Within the Phase 1 section located west of 44<sup>th</sup> Ave. SE, right-of-way was dedicated as part of the approval of development for the Gateway Building, the Vintage and The Farm. However, right-of-way has not been dedicated for two other parcels: Rim Kim and the Advent Lutheran Church (Attachment A).

This project is included in the 2019-2024 Capital Improvement Plan (Attachment B) and will complete:

- A) Acquisition of 72 LF of Right-of-way for the “Spine Road” at Rim Kim and Advent Lutheran Church. This means that all right-of-way needs for the roadway from 39th Ave. SE to 44th Ave. SE would be fulfilled.
- B) Possible additional right-of-way acquisition needed to address surface water needs: relocation of the detention pond located at the Advent Lutheran Church parcel and surface water runoff created by the proposed (new) roadway.
- C) Acquisition of a 20 LF pedestrian easement located on the south boundary line of the Rim Kim and Advent Lutheran Church parcels for future pedestrian connectivity throughout the EGUV.

In April 2019, staff contacted four consultants from the Municipal Research and Services Center (MRSC) consultant roster soliciting Request for Qualifications (RFQs) for engineering and right-of-way professional services associated with the Spine Road West Connection (Phase 1). Gray & Osborne, Inc. submitted an RFQ and staff confirmed references from other public agencies. A professional services agreement has been prepared (Attachment C). A summary of the scope of services include:



- **Project Management:** Communication with City staff and management of consultant team.
- **Survey:** Perform ground survey to establish horizontal control with existing monuments and already built roadways, review of title reports and determine invert elevations of existing surface water facilities.
- **Surface Water Review and Analysis:** Review of drainage reports for EGUV developed properties with the purpose to determine conveyance capacity through these developments. Perform a hydraulic analysis to determine storm water storage and treatment for the proposed 72 LF of right-of-way and existing detention pond at the Advent Lutheran Church property. Evaluate options (underground vaults, ponds, etc.) to determine required right-of-way needs associated with surface water.
- **Legal Descriptions:** Prepare legal descriptions associated with right-of-way acquisition parcels.
- **Right-of-way Services:** Tasks will follow the City of Mill Creek Right of Way Procedures approved by WSDOT (Washington State Department of Transportation) - Attachment D. Additionally, the roadway has been classified as an Urban Minor Arterials by FHWA (Federal Highway Administration) –Attachment E. This facilitates future grant opportunities for design and construction.

The engineering and right-of way services are estimated to be completed in July of 2020.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends that City Council authorize the City Manager to execute a contract with Gray & Osborne, Inc. for engineering and right-of-way services for property acquisition needed for future construction of East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) and relocation of existing drainage pond in an amount not to exceed \$118,200.

**ATTACHMENTS:**


- Attachment A: Aerial Map of parcels in EGUV
- Attachment B: 2019-2024 Capital Improvement Plan EGUV Spine Road West Connection (Phase 1) Project Sheet
- Attachment C: Contract 2019-X Professional Services –Gray & Osborne, Inc.
- Attachment D: City of Mill Creek Right of Way Procedures approved by WSDOT
- Attachment E: FHWA functional classification for Spine Road

Respectfully Submitted:



Michael Ciaravino  
City Manager

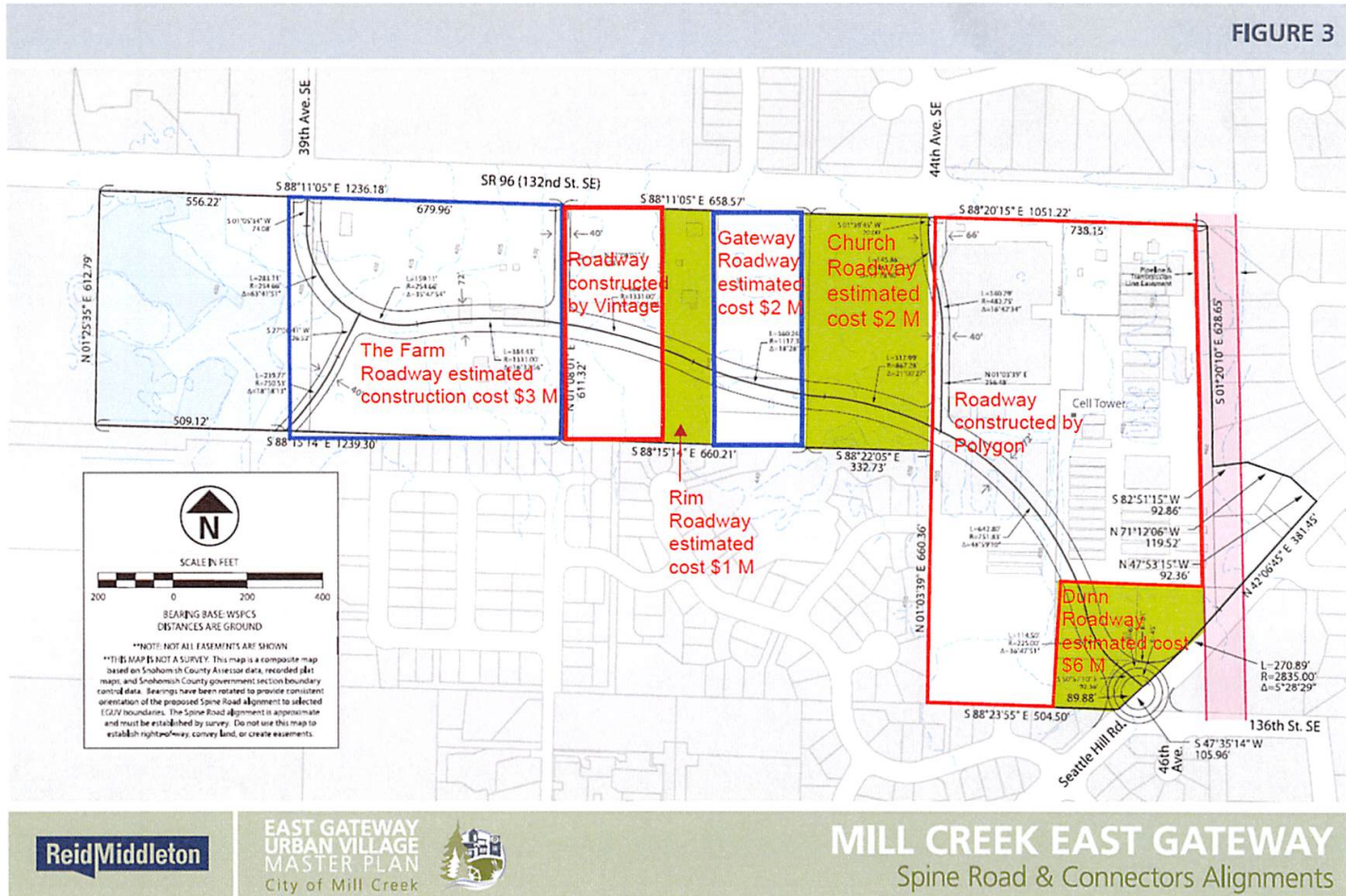


 Parcels without right-of-way dedication

- Right-of-way to be purchased and constructed
- Right-of-way to be constructed

## Attachment 9 Spine Road Estimated Construction Costs

**FIGURE 3**



**ReidMiddleton**

**EAST GATEWAY  
URBAN VILLAGE  
MASTER PLAN**  
City of Mill Creek



**MILL CREEK EAST GATEWAY**  
Spine Road & Connectors Alignments

<b>PROJECT NAME:</b>	<b>EGUV Spine Road West Connection (Phase 1)</b>
<b>PROJECT #:</b>	<b>19-ROAD-15</b>
<b>DEPARTMENT</b>	<b>Public Works and Development Services</b>
<b>CATEGORY</b>	<b>Transportation</b>
<b>TYPE</b>	<b>Construction</b>

Transportation Project

<b>STRATEGIC PRIORITY</b>
Community Preservation, Civic Pride, Public Safety, Long-Term Planning

<b>DESCRIPTION / JUSTIFICATION</b>
The East Gateway Urban Village (EGUV) subarea plan was designed with internal access provided via a "Spine Road." Several parcels in the East Gateway Urban Village have developed or are proposed for development and construction of the "Spine Road" has been a condition of approval for these developments. Right-of-way was dedicated as part of the approval of the Polygon Apartments/Townhome development, the Gateway Building, the Vintage and would be required with The Farm (project application submitted in 2018). This project will complete the "Spine Road" from 39th Ave. SE to 44th Ave. SE. Costs include appraisals, review of appraisals, and partial right-of-way purchase needed at two parcels for subsequent roadway design and construction. A 72 LF right of way width is needed for the "Spine Road." Beyond the purchase of the right of way in 2019, work does not yet have funds committed.

<b>ANTICIPATED OPERATIONS AND MAINTENANCE COSTS</b>
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design		\$ -						\$ -
Right-of-Way		\$ 500,000						\$ 500,000
Construction								\$ -
<b>Total Project Expenditures</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 500,000</b>

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Road Mitigation Funds		\$ 500,000						\$ 500,000
								\$ -
								\$ -
<b>Total Project Revenues</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 500,000</b>



**CONTRACT \_\_\_\_\_**

**CITY OF MILL CREEK  
CONTRACT FOR PROFESSIONAL SERVICES  
EGUV SPINE ROAD WEST CONNECTION (PHASE 1) RIGHT-OF-WAY**

**1. Parties**

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Gray & Osborne, Inc., a corporation organized under the laws of the state of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

**2. Recitals**

2.1 The City desires to retain the Consultant to perform certain professional design and right-of-way services related to the EGUV Spine Road West Connection (Phase 1) Right-of-Way (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

**3. Scope of Work**

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and

during completion of the Work. The City may make available to the Consultant copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

**4. Period of Performance**

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31, 2020 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

**5. Administration and Supervision**

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

**6. Changes in Work**

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 9.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

**7. Responsibility of the Consultant**

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. Consultant shall exercise the degree of care, skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional



compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City). All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work. The City acknowledges that gathering, copying, and transmitting documents in this manner is not included in the Scope of Work and agrees to compensate the Engineer accordingly.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Records Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

**8. Commencement and Monthly Reports**

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

**9. Compensation**

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of One Hundred Eighteen Thousand Two Hundred and 00/100 (\$118,200.00), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

9.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

9.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

9.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in

accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

**9.3 Final Payment.** Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the City Engineer:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

9.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

**9.4 Release.** Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

**10. Termination of Agreement**

**10.1 Termination for Default**

10.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

10.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

10.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

10.2 Termination for Convenience

10.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

10.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

10.3 Consultants Duties Upon Termination

10.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

10.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

10.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

10.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

10.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

**11. Ownership and Use of Documents**

11.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further

waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Re-use of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

11.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

**12. Third-Party Claims and Disputes**

12.1 At the City's request, Consultant will assist the City in review and evaluation of claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

**13. Audit and Access to Records**

13.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

13.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

13.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

**14. Legal Relations**

14.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

14.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

14.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

**15. Indemnification and Insurance**

**15.1 Indemnification.**

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

15.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against the Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation

act, disability act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such a claim.

**BY SIGNING THE AGREEMENT THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

15.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

15.2 Insurance.

15.2.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

15.2.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15.2.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

15.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

15.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

15.2.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.



**16. Disputes and Remedies**

16.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the state of Washington in effect on the Effective Date.

16.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

16.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

16.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

16.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

**17. Notice**

17.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer  
City of Mill Creek  
15728 Main Street  
Mill Creek, Washington 98012  
425-745-1891 (p)  
425-745-9650 (f)

President  
Gray & Osborne, Inc.  
1130 Rainer Avenue South, Suite 300  
Seattle, Washington 98144  
206-284-0860 (p)  
206-283-3206 (f)

**18. General Terms**

18.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

18.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

18.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of the City shall be void.

18.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

18.5 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

18.7 Authorized Signatures. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

**CITY OF MILL CREEK**

**GRAY & OSBORNE, INC.**

\_\_\_\_\_  
Michael G. Ciaravino, City Manager

\_\_\_\_\_  
Michael B. Johnson, P.E., President

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

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

\_\_\_\_\_  
Peggy Lauerman, Finance Director

Bars Code #: \_\_\_\_\_

Council Approval Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Gina Pfister, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Missall, City Attorney

**EXHIBIT A**

**SCOPE OF WORK**

**EGUV SPINE ROAD WEST CONNECTION (PHASE 1)  
RIGHT-OF-WAY**

The Consultant will provide engineering and right-of-way services for the East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) to assist the City in acquiring 72-foot wide right-of-way from Parcels 28053300101300 (Advert Lutheran), 28053300200101 (Kim) and 28053300200100 (Kim). The proposed right-of-way will connect to the existing 44<sup>th</sup> Avenue SE, the 133<sup>rd</sup> Street SE, and Spine Road rights-of-way. See attached Exhibit A-1. The City also desires a 20-foot wide pedestrian easement, along the south property line, to be acquired from the Advert Lutheran and Kim properties. The right of way and easements will be acquired at the same time. Right-of-way and easement acquisition services for the EGUV Spine Road West Connection (Phase 1) Project will be furnished in accordance with the federal process as outlined the City's adopted right of way procedures, the Washington State Department of Transportation's Local Agency Guideline Manual (M36-63), and Right of Way Manual (M26-01).

The proposed right of way alignment will go through Advent Lutheran Church's stormwater detention pond. Advent Lutheran's stormwater storage will need to be replaced when Spine Road is constructed between The Vintage at Mill Creek and 44<sup>th</sup> Avenue SE. The 2012 EGUV Stormwater Plan planned for a regional stormwater system (pretreatment, storage and conveyance). The City will not be installing a regional stormwater system for the Advent Lutheran, Gateway, and Kim properties. The Consultant will prepare a stormwater analysis to assess the stormwater treatment, storage, and conveyance requirements for the existing conditions on the Advent Lutheran property and the 72-foot wide right-of-way between The Vintage and 44<sup>th</sup> Avenue SE. This information will be used to determine whether additional property will be required for stormwater storage and treatment and the conveyance route to the wetland. The City will provide the Consultant the typical street cross section to use in the analysis.

The Consultant will complete the following tasks.

1. **Project Management**
  - a. Provide overall project management to include resource allocation, client contact, and coordination with the City.
  - b. Manage consultant team comprised of Consultant's staff and subconsultants.
  - c. Review monthly expenditures and scope activities. The consultant will track the costs associated with acquiring the easements separately.

- d. Provide a summary of activities to the City with each invoice.
2. Survey
- a. Review title reports for Parcels 28053300101300 (Advent Lutheran), 28053300200100 (Kim), and 2853300200101 (Kim), and plats and binding site plans dedicating 44<sup>th</sup> Avenue SE, the 133<sup>rd</sup> Street SE, and Spine Road right-of-way.
  - b. Create a drawing showing Parcels 2853300101300 (Advent Lutheran), 2853300207000 (132<sup>nd</sup> Street Land Dev, LCC), 2853300207100 (132<sup>nd</sup> Street Land Dev. LCC), 2853300207200 (132<sup>nd</sup> Street Land Dev. LCC, 2853300200100 (Kim), 2853300200101 (Kim), 2853300207700 (Vintage), 2853300207800 (Vintage), 28053300208000 (Vintage) and 2853300207900 (Vintage) and the existing 44<sup>th</sup> Avenue SE, 133<sup>rd</sup> Street SE and Spine Road right-of-way.
  - c. Perform a ground survey to tie into the existing section monuments to establish horizontal control.
  - d. Perform an as built survey of the 44<sup>th</sup> Avenue SE and future Spine Road intersection to confirm the location of the existing improvements are within the 144<sup>th</sup> Avenue SE/future Spine Road right-of-way.
  - e. Provide limited survey to determine invert elevations of existing storm facilities. A topographic survey of the proposed right of way and adjacent lots is not included.
3. Horizontal Alignment
- a. Develop a horizontal center line alignment that will connect to the center of the 44<sup>th</sup> Avenue SE, Spine Road and 133<sup>rd</sup> Street SE right-of-way. The maximum design speed that will be used to develop the horizontal center line will be 25 mph. The design criteria in AASHTO's "A Policy on Geometric Design of Highways and Streets" will be used. It is assumed it will be possible to connect to the existing right-of-way using this criterion.
4. Stormwater Review and Analysis
- a. Review the stormwater reports for The Farm at Mill Creek, The Vintage at Mill Creek, and the 2012 EGUV Stormwater Plan. It is assumed the storage and treatment facilities provided at The Farm at Mill Creek are adequate for the runoff created by the proposed development at The Farm at Mill Creek and the development at The Vintage at Mill Creek and additional treatment/detention will not be considered for these developments. This review is focused on determining the available

conveyance capacity through these properties to the wetland at The Farm at Mill Creek.

- b. Perform a hydraulic analysis to determine the stormwater treatment and storage volume, using the 2012 Stormwater Manual for Western Washington (as amended in December 2014) for the proposed 72 feet right of right-of-way, between The Vintage at Mill Creek and 44<sup>th</sup> Avenue SE, and the existing developed condition at Advent Lutheran property.
- c. Evaluate storm water storage and treatment options for the runoff created by the proposed 72-foot right-of-way and the Advent Lutheran Church property. Storage options will include, storage pipe within the right-of-way, underground vault(s), and surface ponds. Treatment options will include rain gardens, biofiltration structures, and wet vaults. Prepare an estimated area for each option. This information will be used to determine whether the City will need to acquire additional property, beyond the 72-foot right-of-way to provide for stormwater storage and treatment.
- d. Size the conveyance pipe to carry the stormwater generated by Kim, Gateway, and Advent Lutheran properties and the proposed 72-foot right-of-way between The Vintage at Mill Creek and 44<sup>th</sup> Avenue SE assuming on site detention has been provided for all properties.
- e. Determine an outlet route to dispose of the detained and treated stormwater. Alternative routes will include the conveyance pipes in The Farm and The Vintage and new pipes in the easement along the south property line of The Farm and The Vintage.
- f. Prepare a letter report summarizing the analysis and recommendations

**5. Right of Way Plan**

- a. Using the centerline alignment created in Task 3 and, if recommended, storage and treatment areas determined in Task 4. Prepare a Right of Way Plan in accordance with the LAG Manual. The Right of Way Plan will show: old and new right-of way limits, all property to be acquired, calculated area of parcels to be acquired and remaining parcel, and any improvements within 100 feet of existing right-of-way.
- b. Prepare a right of way legal written description and exhibit for Parcels 28053300101300 (Advent Lutheran) and 28053300200100 (Kim) and one additional parcel if required.
- c. Prepare 20-foot wide pedestrian easements legal written description and exhibit for Parcels 28053300101300 (Advent Lutheran) and 28053300200100 (Kim).

6. **Right-of-Way Services (to be performed by Abeyta & Associates)**
  - a. Obtain Preliminary Title Reports – three parcels;
  - b. Provide the City of Mill Creek with a parcel summary memo listing ownership, title exceptions, existing easements, or other rights of record, and comments or concerns for three parcels;
  - c. Prepare and setup parcel files (three parcels);
  - d. Prepare a True Cost Estimate for (three parcels);
  - e. Prepare one appraisal and appraisal review for each parcel. Abeyta will subcontract and manage completion of the appraisal and appraisal review. Appraisal and appraisal review reports will be completed in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, and the WSDOT Right of Way Manual;
  - f. Prepare acquisitions forms needed to obtain right-of-way and easements from three parcels. The cost of services assumes right of way and easements are acquired and the same time;
  - g. Prepare and review offer package and package assemblage. This proposal does not include condemnation assistance, or the preparation or the negotiations of a Possession and Use agreements (three parcels);
  - h. Provide negotiation services for the purchase of right-of-way and easements from landowner (Kim and Advent Lutheran), and right of way for stormwater treatment and storage for one parcel. Proposal assumes five meetings for each parcel;
  - i. Coordinate with the title company to obtain titles vested in the City, prepare payment vouchers title policy and recording fees, and submit to City to process payment for the parcel. (The City will issue actual payment of all fees and closing costs such as title policies, recording fees, and escrow services if necessary) – a total of three parcels;
  - j. Provide overall coordination for right-of-way and easement activities; maintain records, parcel diary reports, files, documents and reports;
  - k. Provide written status reports on a monthly basis and provide verbal status reports as requested;

- l. Attend monthly project status meetings as requested (maximum of four meetings); and
- m. Deliver completed file for each parcel to the City of Mill Creek (three parcels).

**7. Management Reserve**

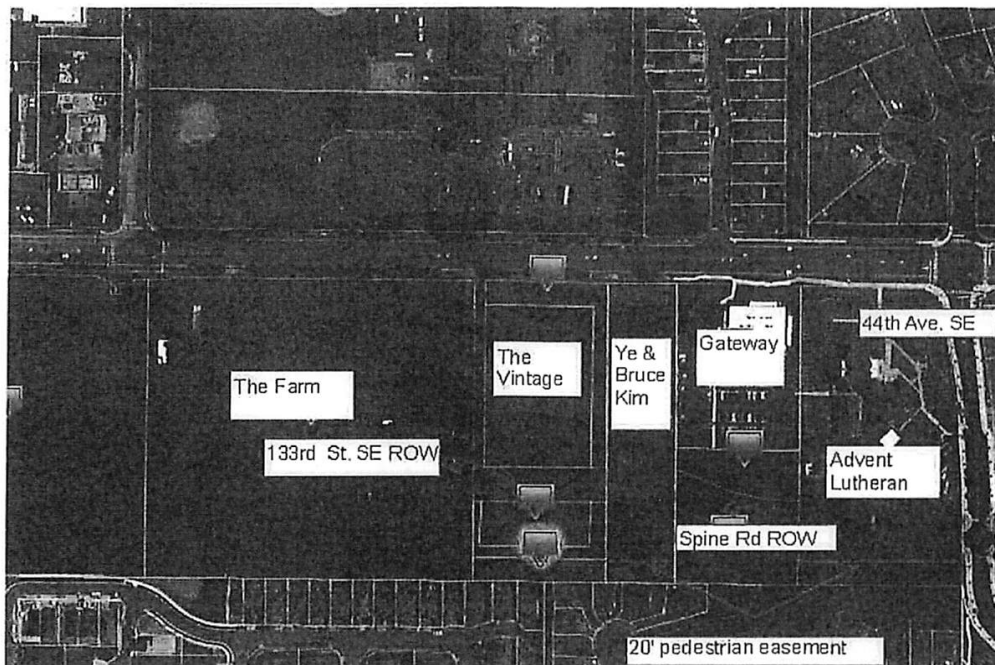
The purpose of the Management Reserve is to provide limited additional services as may be desired by the City. This work may include additional meetings, legal descriptions and exhibits, and right-of-way acquisition services related to this project. The Consultant shall not incur costs or utilize any portion of these funds without specific and further written authorization from the Agency.

**SCOPE EXCLUSIONS**

- 1. Those services related to obtaining releases of encumbrances from title, which require legal action;
- 2. Condemnation assistance, preparation of and negotiating P&U agreement, and subsequent litigation;
- 3. Closing costs such as recording fees, escrow services, title insurance fees, transfer taxes, etc., penalty costs for pre-payments; costs of a pre-existing mortgage; the pro rate share of real property taxes paid subsequent to vesting title to the City;
- 4. Continuing negotiations for those parcels that are listed for condemnation or for possession and use agreements;
- 5. Appraisal and appraisal review fees relating to the condemnation process;
- 6. Relocation Assistance;
- 7. Developing agreement for maintenance of Advent Lutheran detention facilities within the right-of-way; and
- 8. Preparing short-plat(s) to create new lots.



**EXHIBIT A-1**



**EXHIBIT B  
PROJECT SCHEDULE**

<b>Task</b>	<b>Start</b>	<b>Complete</b>
City issues NTP	July 15, 2019	
2: Survey	July 29, 2019	August 23, 2019
3: Horizontal Alignment	August 23, 2019	September 6, 2019
4: Stormwater Review and Analysis	July 22, 2019	September 27, 2019
5. Right of Way Plan	July 29, 2019	October 11, 2019
6: Right of way		
Order Title Reports	July 16, 2019	
Review Title Reports and ROW Plan	October 11, 2019	October 14, 2019
Start True Cost Estimate (TCE) and Appraisal	October 14, 2019	December 14, 2019
Start Offer Packages	October 14, 2019	January 6, 2019
Start Appraisal Review	December 14, 2019	January 6, 2020
Determination of Valve Concurrence by City	January 6, 2020	January 13, 2020
Start Negotiations	January 13, 2020	
Deliver 1 <sup>st</sup> Offer Notice by		January 20, 2020
Deliver 2 <sup>nd</sup> Offer Notice by		February 17, 2020
Deliver 3 <sup>rd</sup> Offer Notice by		March 16, 2020
Deliver Rescind Notice or Final Notice with Date of when file will be delivered to City Attorney		April 20, 2020
Start Closing Process one of three parcels	March 6, 2020	
Continue Closing Process two of three Parcels	April 6, 2020	
Continue Closing Process three of three parcels	May 4, 2020	June 5, 2020
Deliver Files		July 7, 2020

**EXHIBIT "C"**

**COST SUMMARY**

*EGUV Spine Road West Connection (Phase 1) Right-of-Way*

<b>Tasks</b>	<b>Principal/ Project Mgr. Hours</b>	<b>Project Engineer Hours</b>	<b>Professional Land Surveyor (PLS)</b>	<b>Field Survey (2 person crew)</b>
1 Project Management	9			
2 Field Survey	1	4	12	20
3 Horizontal Alignment	1	8		
4 Stormwater Review and Analysis	32	128	2	8
5 Right-of-Way Plan	3	8	12	
6 Right-of-Way Services	12			
Hour Estimate:	58	148	26	28
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$113 to \$145	\$113 to \$145	\$116 to \$213
Estimated Fully Burdened Billing Rate:*	\$189	\$130	\$145	\$195
Fully Burdened Labor Cost:	\$10,962	\$19,240	\$3,770	\$5,460

Total Fully Burdened Labor Cost:	\$ 39,432
Direct Non-Salary Cost:	
Expenses (Mileage @ current IRS rate)	\$ 469
Subconsultant:	
Abeyta & Associates	\$ 49,726
Subconsultant Overhead (10%)	\$ 4,973
Subtotal, Estimated Cost, Right-of-Way:	\$ 94,600
Subtotal, Estimated Cost, Easements (Exhibit C-1):	\$ 6,600
Management Reserve:	\$ 17,000
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 118,200</b>

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Prepared for: Gray & Osborne, Inc.

**Exhibit C**  
**Abeyta Associates Proposal**  
**City of Mill Creek EGU V Spine Road West Connection (Phase 1)**

Item 1: Project Administration	Prop Mgt	Admin	PM / Sr.		SR		Title	REO	Escrow	Total
			Acq Agent	Acq Agent	Acq Agent	Acq Agent				
Coord & Meetings with City and G&O			32							32
Certification Assistance -			0							0
Contract Admin & Management -			4							4
Project Funding Estimate / True Cost Estimate			20	12						32
Progress Reporting / Billing -			10	5						15
Coord w/Sub consultants-			7							7
Hours:	0	0	73	17	0	0	0	0		90
Direct Labor \$:		0.00	9,417.00	1,819.00						\$ 11,236.00
<b>Item 2: Right-of-Way Acquisition</b>										
Title Report Review, ROW Plan and Legal Descriptions Review			8	7						15
Pro-Offer/Filo Setup/Offer Package Assemblage			12	15						27
Negotiations			40	30						70
Clearing Title -			22	13						35
Condemn Support -			n/a							0
Data/file & Diary Maintenance & Delivery			6	9						15
Hours:	0	0	88	74	0	0	0	0		162
Direct Labor \$:		0.00	11,352.00	7,918.00						\$ 19,270.00
<b>Direct Labor Totals:</b>										
Hours:	0	0	161	91	0	0	0	0		252
Dollars:	0	0.00	20,769.00	9,737.00	0	0	0	0		\$ 30,506.00

<b>Per Parcel Breakdown:</b>
Acquisitions: 3 Parcels
Appraisal & Appraisal Review: 3
Preliminary Title Reports: 2

<b>Direct Salary Cost:</b>	\$ 30,506.00
Direct Labor Rate:	n/a
Audited Overhead Rate:	n/a
Profit:	n/a
<b>Composite Multiplier:</b>	
<b>*Total Labor Fee: \$ 30,506.00</b>	
<b>Expenses:</b>	
Title Reports (3)	\$ 1,575.00
Review Appraisals	\$ 3,600.00
Appraisal (3)	\$ 13,500.00
Mileage/Travel	\$ 375.00
Reprographic, Copy, & Printing	\$ 75.00
Courier Overnight Postage	\$ 95.00
<b>Subtotal: \$ 17,645.00</b>	
<b>*TOTAL \$ 49,726.00</b>	

**EXHIBIT "C -1"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

***EGUV Spine Road West Connection (Phase 1) Right-of-Way - 2 Pedestrian Easements***

<b>Tasks</b>	<b>Principal/ Project Mgr. Hours</b>	<b>Project Engineer Hours</b>	<b>Professional Land Surveyor (PLS)</b>	<b>Field Survey (2 person crew)</b>
1 Project Management	1			
2 Field Survey				
3 Horizontal Alignment				
4 Legal Descriptions	1		8	
5 Right of Way Services	1			
6 Stormwater Review and Analysis				
Hour Estimate:	3	0	8	0
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$113 to \$145	\$113 to \$145	\$116 to \$213
Estimated Fully Burdened Billing Rate:*	\$189	\$130	\$145	\$195
Fully Burdened Labor Cost:	\$567	\$0	\$1,160	\$0

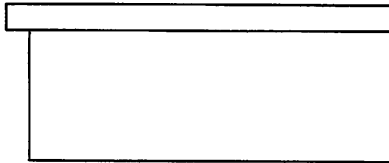
Total Fully Burdened Labor Cost: \$ 1,727  
 Direct Non-Salary Cost:  
     Expenses (Mileage @ current IRS rate) \$ 107  
  
 Subconsultant:  
     Abeyta & Associates \$ 4,333  
     Subconsultant Overhead (10%) \$ 433  
  
**TOTAL ESTIMATED COST: \$ 6,600**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Prepared for: Gray & Osborne, Inc.

**Exhibit C-1  
Abeyta Associates Proposal  
City of Mill Creek EGUV Spine Road West Connection (Phase 1) - 2 Pedestrian Easements In Addition to ROW**

Item 1: Project Administration	Prop Mgt	Admin	PM / Sr.	SR		Title	REO	Escrow	Total
			Acq Agent	Acq Agent	Acq Agent				
Coord & Meetings with City and G&O									0
Certification Assistance -									0
Contract Admin & Management -									0
Project Funding Estimate / True Cost Estimate			5	3					8
Progress Reporting / Billing -									0
Coord w/Sub consultants-									0
Hours:	0	0	5	3	0	0	0	0	8
Direct Labor \$:		0.00	645.00	321.00					\$ 966.00
<b>Item 2: Right-of-Way Acquisition</b>									
Title Report Review, ROW Plan and Legal Descriptions Review			2	6					8
Pre-Offer/File Setup/Offer Package Assemblage			0	3					3
Negotiations			10	8					18
Clearing Title -			0	0					0
Condemn Support -			n/a						0
Data/file & Diary Maintenance & Delivery			0	0					0
Hours:	0	0	12	17	0	0	0	0	29
Direct Labor \$:		0.00	1,548.00	1,819.00					\$ 3,367.00
<b>Direct Labor Totals:</b>									
Hours:	0	0	17	20	0	0	0	0	37
Dollars:	0	0.00	2,193.00	2,140.00	0	0	0	0	\$ 4,333.00



<b>Direct Salary Cost:</b>	\$ 4,333.00
Direct Labor Rate:	n/a
Audited Overhead Rate:	n/a
Profit:	n/a
<b>Composite Multiplier:</b>	
<b>*Total Labor Fee: \$ 4,333.00</b>	
<b>Expenses:</b>	
Title Reports (3)	n/a
Review Appraisals	n/a
Appraisal (3)	n/a
Mileage/Travel	n/a
Reprographic, Copy, & Printing	n/a
Courier Overnight Postage	n/a
<b>Subtotal: \$ -</b>	
<b>*TOTAL \$ 4,333.00</b>	

**EXHIBIT D**

**KEY SUBCONSULTANT LIST**

**CITY OF MILL CREEK  
EGUV SPINE ROAD WEST CONNECTION (PHASE 1) RIGHT-OF-WAY**

The following subconsultants are authorized to complete work on the project:

<b>Subconsultant</b>	<b>Service</b>
<b>Abeyta &amp; Associates</b>	<b>Right-of-Way Services</b>

**EXHIBIT E**

**KEY PERSONNEL**

**CITY OF MILL CREEK  
EGUV SPINE ROAD WEST CONNECTION (PHASE 1) RIGHT-OF-WAY**

Gray & Osborne, Inc. key personnel for this project are:

<b>Name</b>	<b>Role</b>
Tamara Nack, P.E.	Project Manager
David Roman-Sanchez, P.E.	Project Engineer
Kerri Sidebottom, P.E.	Project Engineer
Rick Bond, PLS	Professional Land Surveyor



**EXHIBIT F  
INSURANCE**

**See Attached.**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hall & Company 19860 10th Ave NE Poulsbo WA 98370	<b>CONTACT NAME:</b> Allison Barga	
	<b>PHONE (A/C No., Ext):</b> 360-626-2007	<b>FAX (A/C No.):</b> 360-626-2007
<b>E-MAIL ADDRESS:</b> abarga@hallandcompany.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hartford Casualty Insurance Company		29424
<b>INSURER B:</b> Travelers Casualty and Surety Company		19038
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** 4  
 Gray & Osborne Inc  
 1130 Rainier Avenue South, Suite 300  
 Seattle WA 98144

**COVERAGES**      **CERTIFICATE NUMBER:** 1013053475      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			52UECJS3278	9/10/2018	9/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52SBADU7303	9/10/2018	9/10/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYER \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2018	9/10/2019	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: EGU V Spine Road West Connection Right of Way Services  
 Certificate holder is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability Insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

<b>CERTIFICATE HOLDER</b>  City of Mill Creek 15728 Main Street Mill Creek WA 98012	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

**BUSINESS LIABILITY COVERAGE FORM**

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.



**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



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**BUSINESS LIABILITY COVERAGE FORM**

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**BUSINESS LIABILITY COVERAGE FORM**

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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**BUSINESS LIABILITY COVERAGE FORM**

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

**3. Each Occurrence Limit**

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

**4. Personal And Advertising Injury Limit**

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

**5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES  
GENERAL CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

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- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. Obligations At The Insured's Own Cost**  
No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. Additional Insured's Other Insurance**  
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.  
However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.
- f. Knowledge Of An Occurrence, Offense, Claim Or Suit**  
Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:
- (1) You or any additional insured that is an individual;
  - (2) Any partner, if you or an additional insured is a partnership;
  - (3) Any manager, if you or an additional insured is a limited liability company;
  - (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
  - (5) Any trustee, if you or an additional insured is a trust; or
  - (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional Insured.

**3. Financial Responsibility Laws**

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an Insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom a claim is made or "suit" is brought.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.



Policy # 52SBADU7303

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**\* (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Form SS 00 08 04 05

**BUSINESS LIABILITY COVERAGE FORM**

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**\* b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Page 17 of 24

Policy # 52UECJS3276



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED AND  
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

**Form HA 99 13 01 87 Printed in U.S.A.**

Policy # 52UECJS3276



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED AND  
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Form HA 99 13 01 87 Printed in U.S.A.



## **City of Mill Creek Right of Way Procedures**

The City of Mill Creek hereinafter referred to as "AGENCY", desiring to acquire real property (obtain an interest in, and possession of, real property) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way (ROW) in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY's request.
  - a. Below is a list of responsible AGENCY individual names and positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached are resumes for each individual AGENCY staff listed to perform those functions below, and a brief summary of their qualifications pertaining to the specific ROW function(s) for which they are listed. The procedures shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.
    - i. **PROGRAM ADMINISTRATION :**  
Oversee delivery of the R/W Program on federal aid projects for the agency. Ensures R/W functions are carried out in compliance with federal and state laws, regulations, policies and procedures.  
**Responsibilities/Expectations:**
      - Ensures agency's approved R/W Procedures are current, including staff qualifications, and provides copies to consultants and agency staff;
      - Oversight of ROW consultants;
        - use of consultant contract approved by WSDOT
        - management of ROW contracts
        - management of ROW files
        - reviews and approves actions and decisions recommended by consultants
        - Overall responsibility for decisions that are outside the purview of consultant functions
      - Sets Just Compensation prior to offers being made;
      - Approves administrative offer summaries per policy;
      - Ensure agency has a relocation appeal process in place prior to starting relocation activities;
      - Oversight of Administrative Settlements;
      - Obligation authority for their agency;
      - Obtain permits (Non-Uniform Relocation Act (URA));
      - Ensures there is a separation of functions to avoid conflicts of interest.
      - Verifies whether or not ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see Appendix 25.176).

SUBJECT TO REQUIREMENTS LISTED IN  
RIGHT OF WAY PROCEDURES APPROVAL LETTER

**Director of Public Works & Development Services: Gina Hortillosa**

**Planning and Development Services Manager: Tom Rogers**

---

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

**ii. APPRAISAL**

Prepare and deliver appraisals on federal aid projects for the agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies and procedures.

**Responsibilities/Expectations:**

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

**Consultant**

---

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

**iii. APPRAISAL REVIEW:**

Review appraisals on federal aid projects for the agency to make sure they are adequate, reliable, and have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies and procedures.

**Responsibilities/Expectations:**

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

**Consultant**

---

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

SUBJECT TO REQUIREMENTS LISTED IN  
RIGHT OF WAY PROCEDURES APPROVAL LETTER

---

**iv. ACQUISITION:**

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, and policies and procedures.

**Responsibilities/Expectations:**

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare administrative settlement justification and obtain approval;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each acquisition.

**Consultant**

---

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

**v. RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies and procedures.

**Responsibilities/Expectations:**

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

**Consultant**

---

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies and procedures.

**Responsibilities/Expectations:**

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep R/W free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Director of Public Works & Development Services: Gina Hortillosa

Planning and Development Services Manager: Tom Rogers

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

- b. Any functions for which the AGENCY does not have qualified staff, the Agency will contract with another local agency with approved procedures, an outside contractor, or the Washington State Department of Transportation (WSDOT). An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person approved to negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
  - c. An AGENCY wishing to take advantage of an Appraisal Waiver (aka Administrative Offer Summary or AOS) procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
  - d. Attached is a copy of the AGENCY's administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
  3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

2/6/19

Washington State Department of Transportation

Approved By:

Michelle Newlan  
Local Programs Right of Way Manager

2/14/19  
Date

SUBJECT TO REQUIREMENTS LISTED IN  
RIGHT OF WAY PROCEDURES APPROVAL LETTER



**CITY OF MILL CREEK  
RIGHT-OF-WAY PROGRAM ADMINISTRATION  
RELEVANT EXPERIENCE**

**Gina Hortillosa, PE PMP:**

**Experience:**

**November 2017 – Present**

**Director of Public Works & Development Services Director, City of Mill Creek, WA**

Help the City Manager integrate the strategic planning of the City's infrastructure to foster economic development and land-use to help the City prepare for the next 20 years of development. Develop a robust Capital Improvement Plan to thoughtfully shape the maintenance and revitalization of the Mill Creek community. Responsible for preserving the community's unique character while cultivating economic prosperity through an innovative and creative approach to long-term economic development.

**May 2014 – October 2017**

**Program Planning Supervisor, Snohomish County, WA**

Supervise and lead a work group of eleven employees in program planning, manage the Department's Transportation Improvement Program (\$35M annual budget portfolio), prioritize and strategize on securing program funding –PMO functions.

- Develop and coach employees in grant funding, project management and engineering functions. Assign, supervise and evaluate the work of employees.
- Ensure that the development and implementation of the Transportation Improvement Program is aligned with the Department's strategic goals. Provide a clearly defined project governance structure. Support and advise project managers. Establish key performance indicators (KPIs).
- Secure a \$60M revenue source from various state and federal grants (FEMA, DOE, STP, CMAQ, TIB, BROS, HSIP and ER) by submitting over 22 grant applications in a period of six months and closely monitoring grant expenditures and billings.

**April 2004-May 2014**

**Project Engineer, City of Kirkland, WA**

Served as project manager during the entire life cycle of multiple projects. Capital Improvement Projects included: sidewalk improvements, major arterial widening projects, bridge work, e-vehicle charging station installations, manual transfer switches for generators, digital variable message signs and rectangular rapid flashing beacons (total project cost range: \$50K- \$2.3M).

- Developed project scope and carried the project through to final construction and Council acceptance. Hired consultants and managed their contracts for the preparation of Plans, Specifications and Estimate (PS&E) bid packets, right-of-way acquisition and community outreach.
- Managed contractor construction contracts. Identified as the first point of contact for property owners, business owners and residents.

**LPA-001 Right of Way Procedures  
Revised 12/2017**

**SUBJECT TO REQUIREMENTS LISTED IN  
RIGHT OF WAY PROCEDURES APPROVAL LETTER**

**Page 6 of 11**

- Presented oral and written information to City Council, the general public, outside agencies and provided technical expertise to Public Works crews and other City departments.
- Applied for state and federal grants. Met requirements for obligating federal funds (grant amount range: \$50K-\$1.4M).

March 2001 – April 2004

Civil Engineer/Project Coordinator

Hatch Mott MacDonald; Seattle WA and San Jose, CA

Assisted Project Management team in coordination of subconsultant work, contract management and coordination with other jurisdictions.

- Facilitated project permitting and regulatory review by identifying potential project impacts and mitigation. Interfaced with wetland biologists, landscape architects and civil engineers to assure design was in agreement with sensitive area regulations.
  - Facilitated project communications between project stakeholders such as Washington State Department of Transportation (WSDOT), City of Seattle, City of Tukwila and Sound Transit.
- Project Coordinator
- Managed projects from planning phase to final design. Ensured that environmental clearance and appropriate permits were acquired prior to project advertising.
  - Applied for, and secured, federal and local funds in a multi-agency sponsored project.

May 1999 – February 2001

Transportation Design Engineer

David Evans and Associates, Inc.; Bellevue, WA

Transportation Design Engineer

Served as deputy Project Manager for company key clients such as Port Blakely Communities and Snohomish County Public Works.

- Responsible for mid-level client coordination of design projects. Facilitated and coordinated project meetings. Collaborated in project negotiations with clients.
- Supervised the design of three roadway improvement projects and a complex wet-dry utility system. Coordinated and communicated design process and results with external agencies.
- Prepared PS&E packets in AutoCAD. Resolved and addressed design conflicts.
- Actively participated in the company's Total Quality Management (TQM) program.

June 1997 – April 1999

Associate Structural Engineer

Parsons Corporation; Jacksonville, Florida Area

Associate Structural Engineer

Design engineer responsible for preparation of PS&E packets and quality control of project deliveries.

- Planned schedules that led to the successful completion of multiple engineering design projects.
- Supervised the work of engineering technicians and oversaw drawings production.
- Prepared project cost estimates and monthly progress reports. Assisted in the preparation of Engineering
- Proposals and technical presentation on project approach.

June 1996 – May 1997

Structural Engineer

Parsons Brinckerhoff; Seattle, WA

Structural Engineer

Design engineer responsible for estimates project quantities and quality control.

- Pro-actively coordinated with quality control managers in developing the Client Risk Management documentation to comply with ISO 9000 standards.
- Automated various bridge design computations by developing customized spreadsheets.

SUBJECT TO REQUIREMENTS LISTED IN

**LPA-001 Right of Way Procedures  
Revised 12/2017**

**RIGHT OF WAY PROCEDURES APPROVAL LETTER**

**Page 8 of 11**

**CITY OF MILL CREEK  
RIGHT-OF-WAY PROGRAM ADMINISTRATION  
RELEVANT EXPERIENCE**

**Thomas Rogers, AICP:**

Experience:

**Planning and Development Services Manager, City of Mill Creek (November 2017 to present)**

- Direct and manage the Development Services Division, which included the short- and long-range Planning Division and the Building Division.
- Evaluate direct reports. Includes Building Official and Planning Division staff (2 Planners),
- Represent City on planning/development issues with neighboring jurisdictions through participation in Snohomish County Tomorrow.
- Continue to perform many of the Planning Manager duties listed below. (Planning Manager position was not filled).

**Director of Community Development, City of Mill Creek (May 2012 to November 2017)**

- Direct and manage the Development Services Division, which included the short- and long-range Planning Division, the Building Division, and Engineering.
- Prepare and administer the departmental budget.
- Participate as a member of the City Leadership Team in formulating and implementing City policy.
- Serve as State Environmental Policy Act (SEPA) Responsible Official.
- Evaluate direct reports, includes Building official, Planning Division staff (2 Planners), and Civil Engineer.
- Represent City on planning/development issues with neighboring jurisdictions through participation in Snohomish County Tomorrow.
- Continue to perform many of the Planning Manager duties listed below. Planning Manager (position was eliminated).

**Planning Manager, City of Mill Creek (April 2002 to May 2012)**

- Organized and direct short- and long-range planning programs and projects, including developing, updating and implementing the City's Comprehensive Plan and development regulations and standards consistent with state laws and community vision.
- Prepared and managed work programs to ensure compliance with statutory requirements related to the Growth Management Act, zoning, subdivisions, annexations and environmental regulations.
- Provide technical assistance to staff on more complex planning projects.
- Prepared and administered consultant contracts for City's review of proposed development project wetland mitigation reports and mitigation plans and the investigation of wetland violations.
- Oversaw the daily application, interpretation, and enforcement of City zoning, subdivision and development ordinances and other code approvals by managing the processing of land use permits and interpreting

appropriate codes and ordinances as needed and recommending amendments to the City's regulations and policies.

- Coordinated and implemented the City's development review process. Assign projects to planners and participate in planning process; interpret and apply development codes and requirements to long plats, short plats, boundary line adjustments, binding site plans, and development projects. Provided direction on formulating the staff recommendations and the preparation of the staff reports.
- Drafted and/or edited appropriate documents for the Responsible Official for implementation of the State Environmental Policy Act (SEPA).
- Prepared reports on projects and programs, and made presentations and recommendations to the Parks Board, Design Review Board, Planning Commission, and/or the City Council as appropriate.
- Monitored the progress of approved development proposals to ensure compliance with adopted Conditions of Approval and city regulations.
- Reviewed building permits for consistency with Zoning Code, Conditions of Approval, and adopted design guidelines as appropriate.
- Communicated with citizens and civic groups on planning issues and activities.
- Acted as Director of Community Development/SEPA Responsible Official in his absence.

**Senior Planner, City of Mill Creek (April 1992 to April 2002)**

- Project Planner for major development proposals Responsibilities included:
- Assisted general public and development community with zoning and other relevant information.
- Project Manager for the public planning process for several master plans for new City parks and prepared and presented grant applications for state funding.
- Prepared maps and conducted planning studies utilizing GIS software and other research methods.
- Coordinated the preparation of the City's Capital Facilities Program.
- Served as City's GIS staff for mapping and other reports.
- Prepared development code regulations/amendments to implement the Comprehensive Plan.

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**ADMINISTRATIVE SETTLEMENT POLICY**

Administrative settlements that exceed fair market value (FMV) as established through the appraisal process, and in accordance with LAG Manual section 25.09, Administrative Settlement guidelines, shall be documented and thoroughly justified, and shall be set forth in writing. Administrative Settlements shall be subject to the following levels of approval authority.

1. The City's negotiator shall be authorized to offer up to \$1,000 above the FMV or up to 10% above the FMV, not to exceed \$1,000.
2. The Public Works and Development Services Director shall have the authority to make administrative settlements of up to \$5,000 above FMV or up to 25% above the FMV, whichever is less.
3. The City Manager, or his/her designee, is authorized to approve administrative settlements that exceed 25% of the appraised FMV, with no dollar limitation.

Notwithstanding the forgoing, any expenditure of funds by the City must first be approved by the City of Mill Creek City Council, which may include the approval of the forgoing settlement policy provided that in addition to the aforementioned limitations on settlement authority are adopted by the City Council, a gross limitation of the sum of all such administrative settlements is set by the City Council, subject to amendment by the City Council, and that all final settlements involving City funds must first be approved by the City Council.

  
City Manager

Date 2/6/19

Michelle Newlan  
ROW Manager - Local Programs

2/14/19

**WAIVER OF APPRAISAL PROCEDURE**

The City of Mill Creek, hereinafter referred to as "AGENCY", desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

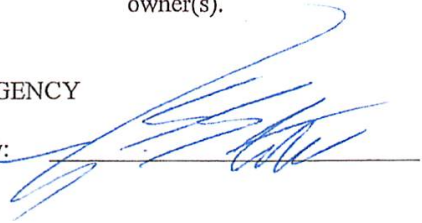
- A. The AGENCY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to-cure items. A True Cost Estimate shall not be used with this procedure.
- B. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the Director of Public Works and Development Services for approval.
- C. The City Manager signs the AOS authorizing a first offer to the property owner(s).

AGENCY

By: \_\_\_\_\_



APPROVED:

*Michelle Newlan* 2/14/19  
Local Programs Right of Way  
Manager

LPA-003  
10/2014

**SUBJECT TO REQUIREMENTS LISTED IN  
RIGHT OF WAY PROCEDURES APPROVAL LETTER**



Transportation Data and GIS Office  
7345 Linderson Way SW  
PO Box 47380  
Tumwater, WA 98501  
360-570-2350 / Fax: 360-570-2400  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

December 24, 2018

Gina Hortillosa, P. E.  
Public Works Director  
City of Mill Creek  
15728 Main St  
Mill Creek, Washington 98012

**Subject: Functional Classification Request (201717) – Proposed Spine Road.**

Ms. Hortillosa:

The Federal Highway Administration (FHWA) has approved the functional classification request that was submitted by the City of Mill Creek. Attached is a copy of the approved cover letter that has been signed by FHWA.

If you have any questions, please contact Mitch Vernon, at (360) 570-2441.

Sincerely,

A handwritten signature in blue ink that reads "Mitch A. Vernon".

Mitch Vernon, Functional Classification Data Steward  
Transportation Data, GIS and Modeling Office (TDGMO)  
Multimodal Planning Division

SES: mav  
Enclosures

cc:	Mehrdad Moini / Renae Larsen	NW Region Local Programs
	Robin Mayhew	NW Region Planning
	Mark Bozanich	GIS Services
	Stephanie Tax	Statewide Local Programs
	Faris Al-Memar	Multimodal Planning
	Kelly McGourty / Gary Simonson	PSRC





**Washington State  
Department of Transportation**

Transportation Data, GIS and Modeling Office  
PO Box 47380  
Olympia WA 98504-7380  
7345 Underwood Way SW  
Tumwater, WA 98501  
360-570-2350 / Fax 360-570-2400  
TTY: 1-800-835-6366

December 13, 2018

Ms. Sharleen Bakeman, Planning and Freight Program Manager  
Federal Highway Administration  
711 S. Capitol Way, Suite 501  
Olympia, Washington 98501-0943

**Subject: Functional Classification Revision  
Request No. 201817/HPM-WA**

Dear Ms. Bakeman:

We are forwarding for your review, approval, and signature a functional classification request on behalf of the City of Mill Creek with concurrence of the Puget Sound Regional Council. We have coordinated these revisions with the appropriate local officials as required by the Federal-Aid Policy Guide-Subchapter E-Part 470.

FCID (Route ID)	Route Name	From	To	Length	Current Classification	Requested Classification	New FC Code
2792 (700000874i)	Proposed Spine Rd	SR 96	Seattle Hill Rd	0.55mi	Combined Unbuilt Facility and Existing Segments	Proposed Urban Minor Arterial	94 (WSDOT Code for unbuilt future Minor Arterial)

The City of Mill Creek is requesting an addition to their Federal Functional Class Network in the East Gateway Urban Village area.

Upon completion, Spine Road would serve mobility and access as a connection between SR 96 (Principal Arterial) and Seattle Hill Road (Minor Arterial). It would also function as an alternate route to SR 96, improving access to major retail centers and residential developments. A short section in the middle of this route has been constructed. This project is in the city's TIP.

Ms. Sharleen Bakeman  
12/13/2018  
Page 2

Maps of the requested routes are enclosed, along with a Statewide Mileage Summary and a Seattle-Tacoma-Everett Urbanized Area Mileage Summary.

WSDOT supports this Functional Classification request and awaits your response.

If you have any questions, please contact Satira Staley, HPMS Functional Class Manager at (360) 570-2387.

Sincerely,



for  
Mark Finch, Assistant Director  
Multimodal Planning Division

MF:mav  
Enclosures

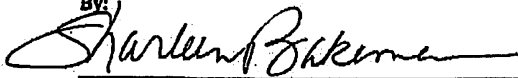
cc: Mark Bozanich  
Pat Whittaker

MS 47384  
MS 47380

**APPROVAL:**

Dan Mathis, FHWA Division Administrator

By:



12, 20 18  
Date: 1, 1

Sharleen Bakeman, Planning and Freight Program Manager



Date: July 9, 2019

A/P Check Batches		
Dated	Check Numbers	Amount
06/27/2019	60511	\$207,903.32
06/28/2019	60512-60572	\$280,536.64
<b>Total</b>		<b>\$488,439.96</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 60511 through 60572, in the amount of \$488,439.96.

We recommend approval of the above stated amount with the following exceptions:

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
City Manager

**JUL - 3 2019**

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**Accounts Payable**

**Checks by Date - Detail by Check Date**

User: Jodieg  
 Printed: 7/3/2019 9:51 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
60511	FIELDTRF Progress Pay #4	FieldTurf USA, Inc MCSP Turf & Lighting - Progress Payment #4	06/27/2019		207,903.32
Total for Check Number 60511:				0.00	207,903.32
Total for 6/27/2019:				0.00	207,903.32
60512	911SUPPL 75113 75482 75487 75488	911 Supply Inc 2 Blauer Armor Skin - S/S T. Bittinger Vest Alterations - C. White 1 Shirt w/Embroidery - G. Elwin 1 Shirt w/Embroidery - S. Eastman	06/28/2019		98.98 110.40 59.60 86.10
Total for Check Number 60512:				0.00	355.08
60513	ADPLLC 532374040 537579435	ADP, LLC ADP Payroll Svcs 02/28 & 03/15, Workforce No ADP Payroll Services 05/31 - Local Jurisdiction	06/28/2019		1,862.38 8.95
Total for Check Number 60513:				0.00	1,871.33
60514	ALDWTR 00320003-01 01100176-01 01300169-01 01550006-01 02170002-01 02460002-01 02470001-01 03050003-01 03095000-01 03805002-01 03865000-01 04900159-01 05400166-01 05590004-02 05600177-03 05700181-01 05702001-01 05705005-01 06900173-02 07850004-01 07855001-01 07895001-01 07900155-01 08000152-01 08300050-01 08800024-01	Alderwood Water District Seattle Hill Rd I/R 03/19 - 05/21 Median 4 & 5 I/R 03/19 - 05/21 1901 Mill Fern Dr SE I/R Median 03/19 - 05/22 16011 28th Dr SE I/R 03/19 - 05/22 Seattle Hill Rd I/R 03/19 - 05/21 155 Village Grn Dr I/R 03/19 - 05/22 155 Vlg Grn Dr/Heron Pk 03/19 - 05/22 15933 29th Dr SE I/R 03/19 - 05/21 16220 27th Dr SE I/R 03/19 - 05/21 16217 27th Dr SE I/R 03/19 - 05/21 16205 25th Dr SE I/R 03/19 - 05/21 Seattle Hill Rd I/R 03/19 - 05/21 Median Number 6 I/R 03/19 - 05/21 15720 Mill Creek Blvd D/C 03/19 - 05/22 15720 Main Street 03/19 - 05/22 15728 Main St I/R 03/19 - 05/22 15728 Main St D/C 03/19 - 05/22 15728 Main Street 03/19 - 05/22 1300 156th Pl SE I/R 03/19 - 05/22 16101 Highland Blvd/Restr 03/19 - 05/21 16101 28th Dr SE I/R 03/19 - 05/21 16021 28th Dr SE I/R 03/19 - 05/21 Seattle Hill Rd I/R 03/19 - 05/21 Seattle Hill Rd I/R 03/19 - 05/21 3310 157th Pl SE I/R 03/19 - 05/21 Seattle Hill Rd I/R 03/19 - 05/21	06/28/2019		71.26 71.26 216.20 71.26 71.26 137.14 205.77 71.26 71.26 71.26 31.72 71.26 137.14 14.90 529.10 159.73 14.90 449.07 31.72 193.22 235.03 71.26 71.26 347.11 71.26

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	08900020-01	Seattle Hill Rd I/R 03/19 - 05/21			71.26
	09000017-01	Seattle Hill Rd I/R 03/19 - 05/21			71.26
	09080000-01	14600 Mill Creek Blvd I/R 03/19 - 05/22			31.72
	09100016-01	Seattle Hill Rd I/R 03/19 - 05/21			71.26
	132330001-01	15200 Mill Creek Blvd I/R 03/19 - 05/22			31.72
	25703000-01	14725 32nd Dr SE I/R 03/20 - 05/22			121.46
	26070000-01	15803 32nd Ave SE 03/19 - 05/21			193.22
	26467000-01	1900 164th St SE 03/19 - 05/21			71.26
	26468000-01	1900 164th St SE I/R 03/19 - 05/21			71.26
	33254000-01	14725 32nd Dr SE 03/20 - 05/22			193.22
	34493000-01	15720 Main St I/R 03/19 - 05/22			39.25
			Total for Check Number 60514:	0.00	4,524.76
60515	ALWTEST	Always Testing, Inc.	06/28/2019		
	510	2019 Annual Backflow Assembly Test			1,000.00
	510A	2019 Annual Backflow Assembly Test			1,000.00
	510-B	Annual Backflow - Repair/Re-Test Seattle Hill R			116.03
			Total for Check Number 60515:	0.00	2,116.03
60516	AMAZON	Amazon Capital Services	06/28/2019		
	169W-73J4-TYQ7	500 Yards Sparkles Make It Special Curling Ribl			10.83
	16NV-4X9Q-TFMG	Pelican Protective Case			138.72
	16V1-F7RL-GFY9	Wind Speed Meter Gauge			24.29
	19XR-9X7M-1FLJ	5 MastaPlasta Self-Adhesive Patches			82.60
	1F4T-H3PP-GH99	500 Yards Sparkles Make It Special Curling Ribl			10.83
	1F4T-H3PP-YCXQ	WinSpin Prize Drop Board Game w/12 Playing I			70.66
	1JCX-6FXJ-3J7F	Precision External LED Light			22.04
	1MQV-4796-49XJ2	Postage Meter Tapes			26.40
	1MQV-4796-49XJ3	100-Pack Verbatim DVD-R Recordable Media D			27.60
	1MQV-4J96-49XJ	Self-Inking Date Stamp - M. Ciaravino			6.36
	1MQV-4J96-49XJ1	100-Pack Verbatim CD-R Recordable Disc - J. L			18.42
	1VRN-66X6-JF1G	1-64ct Crayons, 1 Heavy Duty Extension Cord-I			58.33
			Total for Check Number 60516:	0.00	497.08
60517	AMERDIST	American Distributing Co	06/28/2019		
	18441	24" Supply Hose - Propane Tank			362.95
			Total for Check Number 60517:	0.00	362.95
60518	BANKCARE	Bank of America	06/28/2019		
	1	Back Country Harness - Bagira			118.40
	10	Refreshments - Citizen Academy Graduation 05/			22.86
	11	Refreshments - Citizen Academy Graduation 05/			35.00
	12	Refreshments - Citizen Academy Graduation 05/			16.33
	13	My Building Permit.com Monthly Fee			59.95
	14	Yellow Paper Pads - City Manager			15.46
	1A	Use Tax - Back Country Harness - Bagira			-11.25
	2	"Police" Door Jam Synthetic Rubber Ball			25.58
	2A	Use Tax - "Police" Door Jam Synthetic Rubber E			-2.43
	3	4 Keys - DV Services Coordinator Desk			30.72
	3A	Use Tax - 4 Keys - DV Services Coordinator Des			-2.92
	4	2019 WSCPA Annual Dues - L. Pigott			52.75
	5	2019 WACA Annual Dues - L. Pigott			35.00
	6	PRTG 500 - 12 Maintenance Months			340.00
	6A	International Transaction Fee - PRTG 500 - 12 M			10.20
	7	Lodging - Police West Pt Model - S Conner 05/1			412.64
	8	Lodging - Police West Pt Model - B Foutch 05/1.			406.44
	9	Licensing Fee - 2019 Ford F-150			55.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 60518:	0.00	1,619.73
60519	BANKCR16	Bank of America	06/28/2019		
	1	Keurig Reusable Pods - CHN			17.04
	2	Lunch - MC Rotary Meeting - T. Rogers 05/08			17.00
	3	Parking - PAC Mtg - T Rogers 05/09			7.00
	4	Lunch - MC Rotary Meeting - T Rogers 05/15			17.00
	5	Lunch - MC Rotary Meeting - T Rogers 05/22			17.00
	6	MC Rotary Meeting - T Rogers 06/05			17.00
			Total for Check Number 60519:	0.00	92.04
60520	BENEAD 1906513	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan - June	06/28/2019		160.80
			Total for Check Number 60520:	0.00	160.80
60521	BHCCONS 0011045	BHC Consultants, LLC Prof Services - Bldg Inspections 05/22	06/28/2019		352.76
			Total for Check Number 60521:	0.00	352.76
60522	BIOCLEAN 9976	Bio Clean Inc Decontamination - BAC Room	06/28/2019		325.98
			Total for Check Number 60522:	0.00	325.98
60523	BANKCR20	Business Card	06/28/2019		
	1	Portable Air Conditioner - CHN - No A/C in Ten			551.40
	10	New Flags - CHS, Library, Veteran's Memorial, .			832.82
	11	Black Cable Ties, Black 11-In Cable Ties, 2 Cub			97.02
	12	12 Geraniums - Veteran's Monument			65.87
	13	Irrigation Supplies - Nickel Creek			14.98
	14	Sprinkler - Nickel Creek			29.97
	14A	Returned - Sprinkler - Nickel Creek			-14.99
	2	Air Conditioner Fittings - CHN - No A/C in Ten			34.74
	3	Fence Repair - Dobson-Remillard MCSP Overfl			72.20
	4	1/2" Titanium Drill Bits, 21PC Titanium Drill Bi			57.95
	5	Irrigation Pipe/Supplies			3.62
	6	Irrigation Supplies			16.71
	7	Irrigation Supplies			9.46
	8	Supplies - Volunteer Projects			113.93
	9	Water Filters			97.96
			Total for Check Number 60523:	0.00	1,983.64
60524	BANKCR23	Business Card	06/28/2019		
	1	Fuel - 2019 - Ford Escape Staff Car #6			35.00
	2	WASPC Spring Conf - G Elwin 05/20 - 05/23			465.73
	2A	Sales Tax Destination Adj -WASPC Spring Conf			-18.70
			Total for Check Number 60524:	0.00	482.03
60525	BANKCR25	Business Card	06/28/2019		
	1	Memorial Day Facebook Advertisement 04/30 -			16.93
	10	Inflatable Bowling Pins - Party In The Park			34.24
	11	100 Red Stem Carnations - Veteran's Day Cerem			182.29
	12	AP StyleGuide			34.95
	12A	Use Tax - AP StyleGuide			-3.32
	13	Software Program - Monday Minute			104.98
	14	250 Two-Tone Shopper Tote Bags - Farmer's Ma			676.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
2		Lunch - Chamber of Commerce Board Mtg - J. K			12.57
3		Re-Usable Presentation Check - Council			33.14
4		Publitas Online MC City Connection Publication			29.00
4A		Intl. Transaction Fee - Online MC City Connecti			0.87
5		StrengthsFinder 2.0 - M Cook Strength Assessm			21.65
6		Facebook Ad - Memorial Day Ceremony 05/08 -			25.00
7		Prof Svcs - 4 Hours Photographer - Website Mar			330.00
8		Lawn Darts Game - Party In The Parks			38.40
9		24" Wreath - Memorial Day Ceremony/Parade			192.68
Total for Check Number 60525:				0.00	1,729.60
60526	BANKCR26	Business Card	06/28/2019		
1		600 - 3x3" Pop-Up Sticky Notes Pad			11.04
2		AWC Annual Conference 2019 Registration - P I			475.00
3		Memorial Day VIP Refreshments - City Council,			17.95
4		Engraved Name Plate For Frame/Pic Lobby - S \			21.95
4A		Name Tag - S Vignal			14.25
4B		Name Tags			39.11
4C		Name Tags			18.65
5		Printing of Photo For Lobby Frame - S Vignal			4.40
Total for Check Number 60526:				0.00	602.35
60527	BANKCR27	Business Card	06/28/2019		
1		6 - Power DMS0001 - Admin Subscriptions			136.04
2		WSCP A Spring Conf - L. Pigott 05/28 - 05/30			210.00
3		Disposable Foam Ear Plugs - Ear Protection			18.76
4		Pro 550 Collar Battery Replacement - Bagira			33.14
5		Refreshments - Citizens Academy 05/23			18.63
6		Power Point Clicker			55.23
7		Toll Charges - Car #29			20.00
8		Lodging - WSCP A Spring Conf - L. Pigott 05/29			225.70
Total for Check Number 60527:				0.00	717.50
60528	BANKCR28	Business Card	06/28/2019		
1		Parking - ICC Mtg - G Hortillosa 05/10			7.00
Total for Check Number 60528:				0.00	7.00
60529	CINTAS 4024384814 4024384814A	Cintas Corporation Loc. #460 Floor Mat Service 06/21 Floor Mat Service 06/21	06/28/2019		
Total for Check Number 60529:				0.00	164.42
60530	CITYEVE 119002118	City of Everett Animals Brought to Shelter - May 2019	06/28/2019		
Total for Check Number 60530:				0.00	195.00
60531	CODPUBCO 63830	Code Publishing Company Municipal Code - Web Update 05/31, Ord. # 300	06/28/2019		
Total for Check Number 60531:				0.00	1,010.77
60532	COMCAST 849831021045701	Comcast High Speed Internet Fee 06/18 - 07/17	06/28/2019		
Total for Check Number 60532:				0.00	191.42

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
60533	COPIETC AR41543	Copiers Etcetera, Inc. Repairs & Maint - Copy Machines	06/28/2019		1,172.15
			Total for Check Number 60533:	0.00	1,172.15
60534	DVNPTGRP 102599	Davenport Group, Inc Computers, Monitors and Hardware - EOC - Pro	06/28/2019		19,331.98
			Total for Check Number 60534:	0.00	19,331.98
60535	DCTED PWTF-265830 PWTF-265830A	Department of Commerce Penny Creek Culvert Replacement - Principal Penny Creek Culvert Replacement - Interest	06/28/2019		48,500.00 1,940.00
			Total for Check Number 60535:	0.00	50,440.00
60536	MOCKINGJ MCFM6-18 MCFM6-25	Sarah Dylan Farmer's Market June 18th - 42 Vendors Farmer's Market June 25th - 40 Vendors - 2 Prep	06/28/2019		462.00 462.00
			Total for Check Number 60536:	0.00	924.00
60537	FELDMAJ May 2019	Feldman & Lee, P.S. Public Defender Contract Flat Fee - May	06/28/2019		9,000.00
			Total for Check Number 60537:	0.00	9,000.00
60538	GTENORTH 425-316-0326 425-745-6974	Frontier Alarm System Line Chgs-Cook House 06/16-07/ CC Line, Fax 04/19-05/18	06/28/2019		64.28 169.70
			Total for Check Number 60538:	0.00	233.98
60539	GRYOSBRN 15	Gray & Osborne Inc Prof Svcs - 35th Ave SE Reconstruction 04/28 - 1	06/28/2019		4,591.57
			Total for Check Number 60539:	0.00	4,591.57
60540	IACP-MEM 0033268	IACP-Membership IACP Membership Dues 2019 - S. Conner	06/28/2019		75.00
			Total for Check Number 60540:	0.00	75.00
60541	IWORQSYS 220147	iWorQ Systems, Inc Renewal Sign Mgmt & Software Mgmt July 201	06/28/2019		1,000.00
			Total for Check Number 60541:	0.00	1,000.00
60542	KCDA 300398881 300398881A	KCDA Purchasing Cooperative Carbonless Receipt Book - Farmer's Market Address Labels - Passports	06/28/2019		14.56 47.22
			Total for Check Number 60542:	0.00	61.78
60543	KPFFCON 265384-4 271266-5	KPFF Consulting Engineers Prof Services - Exploration Park Thru 04/30 Prof Services - Exploration Park Thru 05/31	06/28/2019		6,882.50 9,840.00
			Total for Check Number 60543:	0.00	16,722.50
60544	LESSCHW 39500448747	Les Schwab Replaced Left Rear Inner Tire - PW9	06/28/2019		397.91



# AGENDA ITEM #F.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 60544:	0.00	397.91
60545	POLICEGU May 2019	Mill Creek Police Guild Guild Dues - May	06/28/2019		2,040.00
			Total for Check Number 60545:	0.00	2,040.00
60546	OMWATT	Ogden Murphy Wallace Attorneys	06/28/2019		
	824827	Prof Legal Services - Council - April			4,608.50
	824828	Prof Legal Services - CED - April			97.50
	824829	Prof Legal Services - 35th Ave SE Reconstructio			291.00
	824829A	Prof Legal Services - Seattle Hill Rd Preservation			520.00
	824829B	Prof Legal Services - General PW - April			32.50
	824829C	Prof Legal Services - Mill Creek Blvd Corridor			202.50
	824830	Prof Legal Services - Exec - April			15,407.50
	824831	Prof Legal Services - CHN Lease - April			97.50
	824832	Prof Legal Services - City Mgr - April			566.00
	824832A	Prof Legal Services - Finance - April			122.50
	824833	Prof Legal Services - HR LEOFF Board - April			4,127.50
	824834	Prof Legal Services - Martin Suit - April			2,145.00
	824835	Prof Legal Services - Police - April			97.50
	824836	Prof Legal Services - City Clerk - April			2,096.50
	825421	Prof Legal Services - 5G/Small Cell Wireless Co			3,001.50
	826035	Prof Legal Services - Council - May			4,680.00
	826036	Prof Legal Services - CED - May			682.50
	826037	Prof Legal Services - Engineering - May			3,189.00
	826038	Prof Legal Services - Exec - May			5,880.45
	826040	Prof Legal Services - HR LEOFF Board - May			162.50
	826043	Prof Legal Services - Police - May			345.00
	826044	Prof Legal Services - City Clerk - May			544.00
			Total for Check Number 60546:	0.00	48,896.95
60547	OLBRECAS May 2019	Olbrechts & Associates PLLC Hearing Examiner Services - May	06/28/2019		1,008.00
			Total for Check Number 60547:	0.00	1,008.00
60548	PACAIR 21645	Pacific Air Control, Inc. HVAC Repair - Library	06/28/2019		671.84
			Total for Check Number 60548:	0.00	671.84
60549	STCRIMES 26606-2	Pat McCarthy Productions Inc Street Crimes Seminar - T. Eikenberry, I. Durker	06/28/2019		698.00
			Total for Check Number 60549:	0.00	698.00
60550	PAWSAFT 7088 7090	Paws Afoot Dog Obed - Puppy ABC's 05/13 - 06/24 #7088 Dog Obed - Basic Training for Dogs 05/13 - 06/24	06/28/2019		462.00 462.00
			Total for Check Number 60550:	0.00	924.00
60551	ELLITIRE 064462007937 064462007983	PepBoys-Remittance Dept Adjusted Neutral Safety Switch Car #8 LOF, Trans Fluid Exhchange w/Filter, Trans Gask	06/28/2019		98.82 260.16
			Total for Check Number 60551:	0.00	358.98
60552	PERTEET	Perteeet Inc	06/28/2019		.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	20180189.000-7	Prof Svcs - Grade "F" Pipe Repairs 04/29 - 06/02			258.25
			Total for Check Number 60552:	0.00	258.25
60553	PLANTSCP	Plantscapes Horticultural Services	06/28/2019		
	48525E	Landscape Maint. - CHS			494.27
	48525E1	Landscape Maint. - CHN			218.46
	48525E10	Landscape Maint. - Hillside Park			976.58
	48525E11	Landscape Maint. - Silver Crest Park			380.93
	48525E12	Landscape Maint. - Buffalo Park			1,250.59
	48525E13	Landscape Maint. - Exploration Park			1,706.18
	48525E14	Landscape Maint. - R/W Medians			1,173.21
	48525E15	Landscape Maint. - Interior Medians			111.80
	48525E16	Landscape Maint. - Ditches			1,756.32
	48525E2	Landscape Maint. - MC Library			474.70
	48525E3	Landscape Maint. - Library Park			837.56
	48525E4	Landscape Maint. - Heron Park			911.63
	48525E5	Landscape Maint. - MC Sport Park			752.59
	48525E6	Landscape Maint. - Highland Park			1,703.49
	48525E7	Landscape Maint. - Pine Meadows Park			1,855.50
	48525E8	Landscape Maint. - Nickel Creek Park			536.38
	48525E9	Landscape Maint. - Cougar Park			1,710.96
			Total for Check Number 60553:	0.00	16,851.15
60554	PCC	Precision Concrete Cutting	06/28/2019		
	WA13911KE	Concrete Shaving - Hazard Removal			563.82
	WA17967KE	Concrete Shaving - Hazard Removal			5,353.24
	WA21719KE	Concrete Shaving - Hazard Removal			692.52
	WA30558KE	Concrete Shaving - Hazard Removal			752.52
	WA35563KE	Concrete Shaving - Hazard Removal			1,138.79
	WA49544KE	Concrete Shaving - Hazard Removal			2,535.16
	WA56757KE	Concrete Shaving - Hazard Removal			2,182.26
	WA79978KE	Concrete Shaving - Hazard Removal			202.81
	WA89894KE	Concrete Shaving - Hazard Removal			2,721.74
			Total for Check Number 60554:	0.00	16,142.86
60555	PROFORCE 379043	ProForce Law Enforcement 5 - 1400 - 3S - M Def Rogers Super Stock Caddy	06/28/2019		226.25
			Total for Check Number 60555:	0.00	226.25
60556	SNOCPUD	PUD No. 1 of Snohomish County	06/28/2019		
	111746962	2725 Seattle Hill Rd 05/09 - 06/07			16.20
	111747592	2720 Seattle Hill Rd 05/09 - 06/07			16.20
	121686668	13903 N Creek Dr 05/16 - 06/15			499.63
	125002752	15803 32nd Ave SE 05/09 - 06/07			21.68
	125003398	2024 Seattle Hill Rd 05/10 - 06/10			38.78
	131589443	15728 Main St 05/07 - 06/05			1,508.12
	138113099	928 Dumas Rd 05/16 - 06/15			92.65
	141419240	15720 Main St 05/16 - 06/14			1,385.18
	141419241	15720 Main St Unit B 05/16 - 06/14			322.08
	144759581	1900 164th St SE 05/09 - 06/07			26.83
	148045087	14810 35th Ave SE 05/09 - 06/07			41.29
	151352871	13628 N Creek Dr 05/16 - 06/17			33.31
	151353199	13510 N Creek Dr 05/16 - 06/15			45.64
			Total for Check Number 60556:	0.00	4,047.59
60557	PUGETSO	Puget Sound Energy	06/28/2019		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	200004765331	15720 Main St 05/17 - 06/18			55.50
	200004765463	15728 Main St 05/17 - 06/18			296.70
			Total for Check Number 60557:	0.00	352.20
60558	PITNEYW 800090000046343	Purchase Power Postage - Refill Postage Meter	06/28/2019		3,025.00
			Total for Check Number 60558:	0.00	3,025.00
60559	SHREDIT 8127492192	Shred-It USA Inc Shredding Service Fee	06/28/2019		73.39
			Total for Check Number 60559:	0.00	73.39
60560	SKAGGRDN SO000007520	Skagit Gardens Inc Flowers for ROW/Streets	06/28/2019		177.67
			Total for Check Number 60560:	0.00	177.67
60561	SNOCOC 2019-5128	Snohomish County Corrections Jail Service Fees - April	06/28/2019		12,172.09
			Total for Check Number 60561:	0.00	12,172.09
60562	SNO COPW I000499993	Snohomish County Public Works SWM - 2019 ILA	06/28/2019		22,344.96
			Total for Check Number 60562:	0.00	22,344.96
60563	SNO COSH1 2019-5146	Snohomish County Treasurer Inmate Medical Billing - April	06/28/2019		31.55
			Total for Check Number 60563:	0.00	31.55
60564	SND PUBIN EDH862219	Sound Publishing Inc Publication of Ordinance No. 2018-850	06/28/2019		39.82
			Total for Check Number 60564:	0.00	39.82
60565	SDISTCRT I000500904 I000500904A	South District Court Filing Fees SD Court - May Interpreter Costs - May	06/28/2019		6,818.48 499.21
			Total for Check Number 60565:	0.00	7,317.69
60566	Sports 97379	Sports Turf Northwest 926 Integrated Turf Groomer & 760 Debris Coll	06/28/2019		14,529.65
			Total for Check Number 60566:	0.00	14,529.65
60567	SUMLAW 104515	Summit Law Group Prof Svc - General Labor - ULP	06/28/2019		3,740.00
			Total for Check Number 60567:	0.00	3,740.00
60568	TERMINIX 386828590	Terminix Processing Center Pest Control - WO# 16236450754 - MC Library	06/28/2019		83.98
			Total for Check Number 60568:	0.00	83.98
60569	UPS 00009X9014239	United Parcel Service UPS Charges - Water Shed - PD	06/28/2019		16.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 60569:	0.00	16.38
60570	VANHOLLT 7135	Tenille Van Hollebeke Cupcake Class: Father's Day Crown Wrapped C	06/28/2019		87.50
			Total for Check Number 60570:	0.00	87.50
60571	WAVEDIV 09137324	WaveDivision Holdings, LLC Fiber Lease - 15728 Main St-To 3000 Rockefelle	06/28/2019		641.25
			Total for Check Number 60571:	0.00	641.25
60572	WINSUPP 031592 00 031641 00 031862 00 031914 00	Winsupply Company Irrigation Supplies - Medians Irrigation Supplies - Medians 6 - Spray Head Body - Medians Irrigation Supplies - Buffalo Park	06/28/2019		118.64 240.67 70.76 36.43
			Total for Check Number 60572:	0.00	466.50
			Total for 6/28/2019:	0.00	280,536.64
			Report Total (62 checks):	0.00	488,439.96



Date: July 9, 2019

Payroll Check Batches		
Dated	Check Numbers	Amount
06/25/2019	ACH Automatic Deposit Checks	\$160,062.68
06/25/2019	ACH Wire- FWT & Medicare Taxes	\$28,604.29
06/25/2019	ACH Wire MEBT-Wilmington Trust	\$29,510.39
06/25/2019	ACH Wire- ICMA RC- Def. Comp	\$1,762.87
06/25/2019	ACH Wire- BAC- Flex Spending Acct	\$162.49
06/25/2019	ACH Wire – BAC – Flex Savings Acct	1,422.40
<b>Total</b>		<b>\$221,525.12</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$221,525.12.

We recommend approval of the above stated amount with the following exceptions:

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Councilmember

  
\_\_\_\_\_  
City Manager

**JUL - 3 2019**

Statistical Summary

**Statistical Summary**

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete  
 Week#:26 Pay Date:06/25/2019 P/E Date:06/15/2019  
 Qtr/Year:2/2019 Run Time/Date:18:15:29 PM EDT 06/21/2019

<b>Taxes Debited</b>	Federal Income Tax	21,445.45		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,274.89		
	Medicare - ER	3,274.93		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	State Family Leave Insurance - EE	202.98		
	State Family Leave Insurance - ER	0.00		
	State Medical Leave Insurance - EE	182.69		
	State Medical Leave Insurance - ER	223.35		
	Transit Tax - EE	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
School District Tax	0.00			
<b>Total Taxes Debited</b>		<b>28,604.29</b>		
<b>Other Transfers</b>	Full Service Direct Deposit Acct. I	160,062.68		
	<b>Total Amount Debited From Your Account</b>		<b>188,666.97</b>	
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00		
	Adjustments/Prepay/Voids	0.00		
<b>Taxes- Your Responsibility</b>	None this payroll			
			<b>188,666.97</b>	
			<b>Total Liability</b>	
			<b>188,666.97</b>	
			<b>188,666.97</b>	

**Outgoing Payments Report**

**Company:** City of Mill Creek  
**Requester:** Leo, Lota  
**Run Date:** 07/02/2019 2:50:06 PM CDT



**Domestic High Value (Wire)**

Payment Category:Urgent/Wire

**Status:** Confirmed By Bank  
**Transaction Number**

**Template Name:** MATRIX/MEBT  
**Template Code:** WILTRUST

**Debit Account Information**

**Debit Bank:**  
**Debit Account:**  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

**Beneficiary Name:** MATRIX TRUST COMPANY  
**Beneficiary Address:** NA  
**Beneficiary City:** NA  
**Beneficiary Postal Code:** NA  
**Beneficiary Country:** US - United States of America

**Beneficiary Account:**  
**Beneficiary Bank ID:**  
JPMORGAN CHASE BANK, NA  
1111 POLARIS PKWY  
COLUMBUS  
US - United States of America

**Beneficiary Email:**  
**Beneficiary Mobile Number:**

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 29,510.39

**Value Date:** 07/01/2019

**Optional Information**

**Sender's Reference Number:** CITY MILL CREEK

**Beneficiary Information:** City of Mill Creek n3177e

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** jgunders  
**Approved:** plauerman  
**Initial Confirmation**  
**Confirmation #.**

**Input Time:** 07/01/2019 12:52:22 PM CDT  
**Time:** 07/01/2019 3:43:52 PM CDT

**Payment Details Report**

**Company:** City of Mill Creek  
**Requester:** Leo, Lota  
**Run Date:** 07/02/2019 2:38:09 PM CDT



**Domestic High Value (Wire)**  
**Payment Category:** Urgent/Wire

**Status:** Confirmed By Bank  
**Transaction Number:**

**Template Name:** ICMA 457 Plan  
**Template Code:** ICMA

**Debit Account Information**

**Debit Bank:**  
**Debit Account:**  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

**Beneficiary Name:** ICMA RC  
**Beneficiary Address:** P.O. Box 64553  
**Beneficiary City:** Baltimore  
**Beneficiary Postal Code:** 21264-4553  
**Beneficiary Country:** US - United States of America

**Beneficiary Account:**  
**Beneficiary Bank ID:**  
MANUFACTURERS AND TRADERS TR C  
ONE M AND T PLAZA, 15TH FL  
BUFFALO  
US - United States of America

**Beneficiary Email:**  
**Beneficiary Mobile Number:**

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 1,762.87

**Value Date:** 07/01/2019

**Optional Information**

**Sender's Reference Number:** 302029

**Beneficiary Information:** City of Mill Creek 302029

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** jgunders  
**Approved:** plauerman  
**Initial Confirmation:**  
**Confirmation:**

**Input Time:** 07/01/2019 12:46:26 PM CDT  
**Time:** 07/01/2019 3:43:52 PM CDT



RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 07/02/2019  
Report Time: 02:43:11 PM

**Batch Summary Report by ID Number**

<b>Company Name:</b>	City of Mill 01	<b>Effective Date:</b>	07/02/2019
<b>ACH ID:</b>		<b>Batch Sequence:</b>	2
<b>Application Name:</b>	CCD Payments and Collections	<b>Database Name:</b>	BAC
<b>Batch Status:</b>	Submitted	<b>Created By:</b>	PLAUERMAN
<b>Released By:</b>	PLAUERMAN		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$162.49	C			C	0047126

<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
------------------------------	-----------------------------

Debits	\$0.00	0
Credits	\$162.49	1
Prenotes	\$0.00	0

<u>Grand Total Amount</u>	<u>Grand Total Count</u>
---------------------------	--------------------------

Debits	\$0.00	0
Credits	\$162.49	1
Prenotes	\$0.00	0

**ACH Cash Pro Online**  
**City of Mill Creek**

**Report Date: 07/02/2019**  
**Report Time: 02:41:52 PM**

**Batch Summary Report by ID Number**

<b>Company Name:</b>	<b>City of Mill 01</b>	<b>Effective Date:</b>	<b>07/02/2019</b>
<b>ACH ID:</b>		<b>Batch Sequence:</b>	<b>1</b>
<b>Application Name:</b>	<b>CCD Payments and Collections</b>	<b>Database Name:</b>	<b>BAC</b>
<b>Batch Status:</b>	<b>Submitted</b>	<b>Created By:</b>	<b>JGUNDERS</b>
<b>Released By:</b>	<b>PLAUERMAN</b>		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,422.40	C			C	0086707

<u>Total Amount in Batch</u>		<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$1,422.40	1
Prenotes	\$0.00	0

<u>Grand Total Amount</u>		<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$1,422.40	1
Prenotes	\$0.00	0

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Council	5	6	7	8
9	10	11 Council	12	13	14	15
16	17	18	19	20	21	22
23	24 <sup>30</sup>	25 Council	26	27	28	29

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Council	3	4	5	6
7	8	9 Council	10	11	12	13
14	15	16	17	18	19	20
21	22	23 Council	24	25	26	27
28	29	30	31			

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**Tentative Council Meeting Agendas**  
**Subject to change without notice**

*Last updated: July 3, 2019*

**July 23, 2019**

(Agenda Summary due July 15)

- Heron Park Professional Services Contract - Gina H
- Storm Pipe C Failures - Gina H
- Study Session: PW Shop - Gina H
- Study Session: Huntron Lease - Peggy
- Study Session: Grant Funding Application Criteria and Process - Peggy
- Executive Session

**September 3, 2019**

(Agenda Summary due August 26)

**September 10, 2019**

(Agenda Summary due September 2)

- Presentation: Waste Management
- 2020 Community Events - TBD

**September 10, 2019**

(Agenda Summary due September 2)

- Presentation: Swift Orange Line - Community Transit
- EOC - Greg

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Council	4	5	6	7
8	9	10 Council	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Council	25	26	27	28
29	30					

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Council	2	3	4	5
6	7	8 Council	9	10	11	12
13	14	15	16	17	18	19
20	21	22 Council	23	24	25	26
27	28	29	30	31		

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 Council	6	7	8	9
10	11	12 Council	13	14	15	16
17	18	19	20	21	22	23
24	25	26 Council	27	28	29	30

**Possible Work Session Topics for Discussion**

- Utility Project Management - Michael
- Hotel/Motel Theater Tax - Michael
- ST3 Stations - Sound Transit
- Legislative Retreat - Michael
- Gold Star Memorial - Michael
- Dobson Remillard Property - Michael
- Fleet Program - Gina H/Greg/Peggy
- Bike Lanes - Gina H
- Community Funding Criteria and Source of Funds - Michael
- Surface Water System Study Group - Gina H
- Updates to the Governance Manual - Michael
- Compensation Strategies - Charlie