



## AGENDA

### City Council Regular Meeting - Revised

6:30 PM - Tuesday, March 19, 2019

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	<b>CALL TO ORDER</b>	6:30 pm
	<b>ROLL CALL</b>	
	<b>PLEDGE OF ALLEGIANCE</b>	
	<b>APPROVAL OF AGENDA</b>	
	<b>PUBLIC COMMENT</b>	6:35 pm
	<p><b>Note:</b> <i>This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at <a href="mailto:manderson@sammamish.us">manderson@sammamish.us</a>. Please be aware that Council meetings are videotaped and available to the public.</i></p>	
	<b>CONSENT CALENDAR</b>	7:05 pm
	<p><b>Revised:</b> "Contract: Security Upgrade to Cloud-Based Services / Springbrook" - Updated Exhibits 1 and 2 on 3/18/2019.</p>	
	1. <b>Payroll:</b> For the Period Ending February 28, 2019 For a Pay Date of March 5, 2019 in the Amount of \$424,346.20	
4 - 14	2. <b>Approval:</b> Claims For Period Ending March 19, 2019 In The Amount Of \$2,463,385.53 For Check No. 53270 Through 53483 <a href="#">View Agenda Item</a>	
15 - 29	3. <b>Contract:</b> Wetland Monitoring / Shannon and Wilson, Inc. <a href="#">View Agenda Item</a>	
30 - 67	4. <b>Contract:</b> Security Upgrade to Cloud-Based Services /	

Springbrook

[View Agenda Item](#)

- 68 - 80      5.      **Contract:** Engineering Support Services, 2019-2020 / Gray & Osborne, Inc.  
[View Agenda Item](#)
- 81 - 92      6.      **Contract:** Surveying Support Services 2019-2010 / PACE Engineers, Inc.  
[View Agenda Item](#)
- 93 - 96      7.      **Supplemental Agreement:** Beaver and Pine Lakes Stewardship Program / King County Water and Land Resources Division  
[View Agenda Item](#)
- 97 - 98      8.      **Approval:** Minutes for the March 4, 2019 Special Meeting  
[View Agenda Item](#)
- 99 - 103     9.      **Approval:** Minutes for the March 5, 2019 Regular Meeting  
[View Agenda Item](#)
- 104 - 105   10.     **Approval:** Notes for the March 12, 2019 Study Session  
[View Agenda Item](#)

**PROCLAMATIONS**

7:15 pm

- 106      11.     **Proclamation:** World Autism Awareness Day - Tuesday, April 2, 2019  
[View Agenda Item](#)

**PUBLIC HEARINGS**

7:25 pm

**Revised:** "Ordinance: Authorizing Use Of Condemnation Pursuant To Chapter 8.12 RCW As Required For The Lower Commons To Big Rock Park Trail; Authorizing Payment Therefore From The City's Parks Capital Improvement Program Fund; Providing For Severability; And Establishing An Effective Date" - **Added Exhibits 4 and 5 on 3/18/2019. Updated Exhibit 1 on 3/27/2019.**

- 107 - 149   12.     **Ordinance:** Authorizing Use Of Condemnation Pursuant To Chapter 8.12 RCW As Required For The Lower Commons To Big Rock Park Trail; Authorizing Payment Therefore From The City's Parks Capital Improvement Program Fund; Providing For Severability; And Establishing An Effective Date  
[View Agenda Item](#)

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS**

8:00 pm

**Revised:** "Report: Mayor Christie Malchow" - **Added report on 3/18/2019**

- 150 - 152   13.     **Report:** Mayor Christie Malchow  
[View Report](#)

**CITY MANAGER REPORT**

**8:15 pm**

**Revised: "Report: City Manager Larry Patterson" - Added report on 3/18/2019**

- 153 - 165 14. **Report:** City Manager Larry Patterson  
[View Report](#)

**EXECUTIVE SESSION**

**8:30 pm**

To evaluate the qualifications of an applicant for public employment pursuant to RCW42.30.110(1)(g)

**ADJOURNMENT**

**10:00 pm**

**LONG TERM CALENDAR**

**Revised: "Long Term Calendar" - Updated on 3/18/2019**

- 166 - 169 [View Long Term Calendar](#)

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



# MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: March 13, 2019

Re: Claims for March 19, 2019

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72,074.37 +  
 8,335.66 +  
 33,342.74 +  
 241,220.52 +  
 28,711.14 +  
 538,842.86 +  
 61,602.66 +  
 1,479,255.58 +  
 2,463,385.53 \*

	\$ 72,074.37
	\$ 8,335.66
	\$ 33,342.74
	\$ 241,220.52
	\$ 28,711.14
	\$ 538,842.86
	\$ 61,602.66
	\$ 1,479,255.58
Check #53270 - 53483	\$ 2,463,385.53

Top 10 Over \$10,000 Payments		
Vendor	Amount	Details
Eastside Fire & Rescue	\$648,144.08	March contribution
Marshbank Construction	\$246,058.66	SE 4th St Improvements
AWC Employee Benefits Trust	\$159,224.36	Employee Benefits
Banner Bank	\$94,058.73	Retainage - Marshbank Construction
Pape Machinery	\$90,682.90	John Deere excavator E-192
Perteet, Inc	\$69,764.78	SE 4th St Improvements
ICMA 401	\$57,392.02	Employee Benefits
Integrity Interior Solutions	\$48,697.47	Workstations
David Evans & Associates, Inc	\$47,953.70	Louise Thompson Rd/lss Pine Lake Rd
Assoc of Washington Cities	\$44,805.00	2019 membership

Accounts Payable

Check Register Totals Only

User: Lkraynak  
 Printed: 3/1/2019 - 9:04 AM

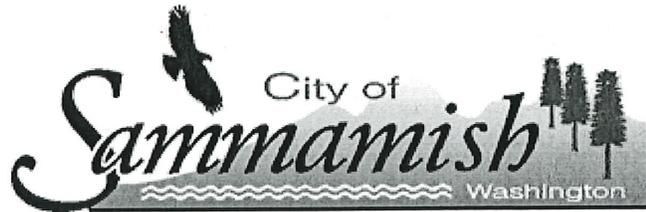


Check	Date	Vendor No	Vendor Name	Amount	Voucher
53270	03/01/2019	AEROSTIT	Aero Stitch	1,669.00	53,270
53271	03/01/2019	EVANS	David Evans & Associates, Inc	47,953.70	53,271
53272	03/01/2019	ESA	ESA	1,832.50	53,272
53273	03/01/2019	PACE	Pace Engineers, Inc.	20,619.17	53,273
				72,074.37	
Check Total:				72,074.37	

# Accounts Payable

## Check Register Totals Only

User: Tcartmel  
 Printed: 3/1/2019 - 10:58 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53274	03/01/2019	WAEMP	State of Wa Employment Security Dep	8,335.66	53,274
Check Total:				8,335.66	

Accounts Payable

Check Register Totals Only

User: Teartmel  
 Printed: 3/1/2019 - 1:30 PM

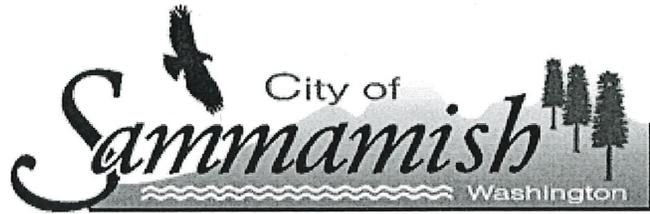


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53275	03/01/2019	AMERICAL	Americall International Inc	338.63	53,275
53276	03/01/2019	COLINBAE	Colin Baenziger & Associates	14,000.00	53,276
53277	03/01/2019	LEWISBRI	Lewis Brisbois Bisgaard & Smith LLF	2,784.50	53,277
53278	03/01/2019	LMGSECUR	LMG Security	12,812.50	53,278
53279	03/01/2019	MAILPO	Mail Post Sammamish	1,010.40	53,279
53280	03/01/2019	puget	PSE	834.27	53,280
53281	03/01/2019	SAM	Sammamish Plateau Water Sewer	282.25	53,281
53282	03/01/2019	STAPLES	Staples Advantage	1,070.19	53,282
53283	03/01/2019	WAECOL	Wa State Dept of Ecology	210.00	53,283
Check Total:				33,342.74	

Accounts Payable

Check Register Totals Only

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 Printed: 3/5/2019 - 3:36 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53284	03/05/2019	AWCLIF	Association of Washington Cities	103.90	53,284
53285	03/05/2019	AWCMED	AWC Employee BenefitsTrust	159,224.36	53,285
53286	03/05/2019	CASDU	Caifornia State Disbursement Unit	663.50	53,286
53287	03/05/2019	ICMA401	ICMA 401	57,392.02	53,287
53288	03/05/2019	ICMA457	ICMA457	21,827.47	53,288
53289	03/05/2019	KELLER	Mike Keller	12.21	53,289
53290	03/05/2019	LEGALSHI	Legal Shield	57.80	53,290
53291	03/05/2019	NAVIA	Navia Benefits Solution	1,724.09	53,291
53292	03/05/2019	WASUPPOR	Wa State Support Registry	215.17	53,292
Check Total:				241,220.52	

Accounts Payable

Check Register Totals Only

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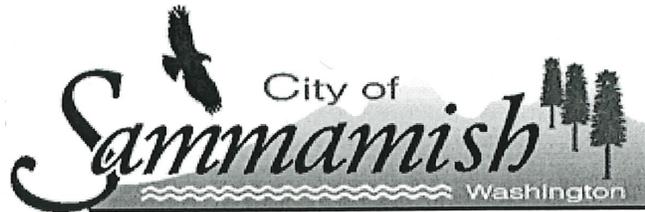


Check	Date	Vendor No	Vendor Name	Amount	Voucher
53293	03/07/2019	USBANKNA	US Bank N.A.	28,711.14	53,293
Check Total:				28,711.14	

# Accounts Payable

## Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
53294	03/19/2019	911SUPP	911 Supply	194.19	53,294
53295	03/19/2019	AGENTERP	AG Enterprise Supply Inc	141.53	53,295
53296	03/19/2019	ALTUS	Altus Traffic Management	4,335.35	53,296
53297	03/19/2019	ATOMIC	Atomic Art Services, Inc	600.00	53,297
53298	03/19/2019	AUTODOC	Auto Doctor	529.65	53,298
53299	03/19/2019	AUTOZONE	Auto Zone	1,172.47	53,299
53300	03/19/2019	BACKGROU	Background Source Intl	16.00	53,300
53301	03/19/2019	BPWBUILD	BPW Builders, LLC	19,425.00	53,301
53302	03/19/2019	CABDOW	Cabot Dow Associates	2,433.75	53,302
53303	03/19/2019	CADMAN	Cadman, Inc.	4,507.43	53,303
53304	03/19/2019	CALPORT	CalPortland Company	2,870.64	53,304
53305	03/19/2019	CDW	CDW Govt Inc	4,722.92	53,305
53306	03/19/2019	CENTRALW	Central Welding Supply	3,253.82	53,306
53307	03/19/2019	CERIUMNE	Cerium Networks Inc	3,339.75	53,307
53308	03/19/2019	BELLCITY	City Of Bellevue	25,296.25	53,308
53309	03/19/2019	CWUFOUND	CWU Foundation	800.00	53,309
53310	03/19/2019	TRAINBUI	Daniel Parker	900.00	53,310
53311	03/19/2019	DAVEY	Davey Resource Group	3,000.00	53,311
53312	03/19/2019	EVANS	David Evans & Associates, Inc	9,322.27	53,312
53313	03/19/2019	L&IELEVA	Dept of Labor & Industries	308.40	53,313
53314	03/19/2019	DRIVERS	Drivers License Guide Co.	29.95	53,314
53315	03/19/2019	DTGENTER	DTG Enterprises Inc.	272.72	53,315
53316	03/19/2019	ELTEC	Eltec Systems LLC	765.31	53,316
53317	03/19/2019	ENVIROTE	Envirotech Services, Inc	29,836.29	53,317
53318	03/19/2019	ESSERLUK	Luke Esser	2,000.00	53,318
53319	03/19/2019	EVERFORD	Evergreen Ford	77.99	53,319
53320	03/19/2019	FASTENAL	Fastenal Industrial Supplies	470.27	53,320
53321	03/19/2019	FCS	FCS Group Inc.	2,881.25	53,321
53322	03/19/2019	FEDERICI	Nick Federici	2,000.00	53,322
53323	03/19/2019	FEHRPEER	Fehr & Peers	15,269.75	53,323
53324	03/19/2019	FIREPROT	Fire Protection, Inc.	4,713.00	53,324
53325	03/19/2019	FORTINI	Christian Fortini	5,980.26	53,325
53326	03/19/2019	GRAINGER	Grainger	2,991.01	53,326
53327	03/19/2019	GRANDEVE	Grand Event Rentals	893.93	53,327
53328	03/19/2019	GRAYOS	Gray & Osborne, Inc.	541.98	53,328
53329	03/19/2019	HAMPTONR	Ron Hampton	270.00	53,329
53330	03/19/2019	HARRISWO	Harris Work Systems	6,262.29	53,330
53331	03/19/2019	HERMANSO	Hermanson Co LLP	213.09	53,331
53332	03/19/2019	HONEY	Honey Bucket	4,074.00	53,332
53333	03/19/2019	HORIZON	Horizon	624.62	53,333
53334	03/19/2019	ISNW	Industrial Solutions NW LLC	5,505.02	53,334
53335	03/19/2019	INTEGRIT	Integrity Interior Solutions LLC	48,697.47	53,335
53336	03/19/2019	INTERCOM	Inter Com Language Services	168.56	53,336
53337	03/19/2019	GALT	John E. Galt	187.50	53,337
53338	03/19/2019	KENYON2	Kenyon Disend PLLC	32,050.64	53,338
53339	03/19/2019	KINGFI	King County Finance A/R	11,631.94	53,339
53340	03/19/2019	KINGSH	King County Sheriff's Office	79.62	53,340
53341	03/19/2019	KCRADIO	King Cty Radio Comm Svcs	1,115.40	53,341
53342	03/19/2019	KPG	KPG Interdisciplinary Design	26,843.74	53,342
53343	03/19/2019	LESSCHWA	Les Schwab Tire Center	671.68	53,343

Check	Date	Vendor No	Vendor Name	Amount	Voucher
53344	03/19/2019	LIVESOU	Live Sound & Stage LLC	2,534.62	53,344
53345	03/19/2019	LONGBAY	Long Bay Enterprises, Inc	1,007.50	53,345
53346	03/19/2019	MALLORY	Mallory Paint Store	420.33	53,346
53347	03/19/2019	MICROSOF	Microsoft	2,365.56	53,347
53348	03/19/2019	MINUTE	Minuteman Press	250.08	53,348
53349	03/19/2019	MORUP	Morup Signs Inc	315.00	53,349
53350	03/19/2019	WEATHER	Narwhal Met, LLC	850.00	53,350
53351	03/19/2019	naval	NAVSURFWARCENDIV Crane	300.00	53,351
53352	03/19/2019	NESCO	Nesco LLC	3,580.51	53,352
53353	03/19/2019	NETRUCK	North End Truck Equip Inc	2,544.24	53,353
53354	03/19/2019	NUVELOCI	Nuvelocity	4,681.08	53,354
53355	03/19/2019	OTAK	Otak	4,231.07	53,355
53356	03/19/2019	PSR	P.S.R. Equipment Repair	225.92	53,356
53357	03/19/2019	PACE	Pace Engineers, Inc.	3,162.25	53,357
53358	03/19/2019	PACAIR	Pacific Air Control, Inc	7,554.34	53,358
53359	03/19/2019	POA	Pacific Office Automation	184.80	53,359
53360	03/19/2019	PAPE	Pape Machinery	90,682.90	53,360
53361	03/19/2019	PSINTEGR	Performance Systems Integration LLC	506.00	53,361
53362	03/19/2019	PERTEET	Pertect, Inc.	69,764.78	53,362
53363	03/19/2019	PAW	Planning Assoc of WA	200.00	53,363
53364	03/19/2019	PROTH	Prothman Company	9,476.00	53,364
53365	03/19/2019	PRRINC	PRR Inc.	854.36	53,365
53366	03/19/2019	PSFOA	Puget Sound Finance Officers	100.00	53,366
53367	03/19/2019	RIGHT	Right! Systems Inc.	6,560.40	53,367
53368	03/19/2019	HALF	Robert Half	11,664.33	53,368
53369	03/19/2019	ROTARSAM	Rotary Club of Sammamish	104.00	53,369
53370	03/19/2019	RWC	RWC Group	415.23	53,370
53371	03/19/2019	SAFEBUIL	Safebuilt Washington LLC	450.00	53,371
53372	03/19/2019	SHEDDCLA	Claradell Shedd	19.77	53,372
53373	03/19/2019	SMARSH	Smarsh	235.00	53,373
53374	03/19/2019	SMS	SMS Cleaning, Inc	2,808.00	53,374
53375	03/19/2019	SOUNDPUB	Sound Publishing, Inc	552.25	53,375
53376	03/19/2019	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,302.00	53,376
53377	03/19/2019	SUNBELT	Sunbelt Rentals	184.94	53,377
53378	03/19/2019	WORKWEAR	The Workwear Place	178.19	53,378
53379	03/19/2019	TRI-TEC	Tri-Tec Communications, Inc	7,378.80	53,379
53380	03/19/2019	triangle	Triangle Associates, Inc	679.74	53,380
53381	03/19/2019	ULINE	ULINE Shipping Supplies	1,424.51	53,381
53382	03/19/2019	UNITRENT	United Rentals NA, Inc	1,723.66	53,382
53383	03/19/2019	USBANKNA	US Bank N.A.	82.00	53,383
Check Total:				538,842.86	

Accounts Payable

Check Register Totals Only

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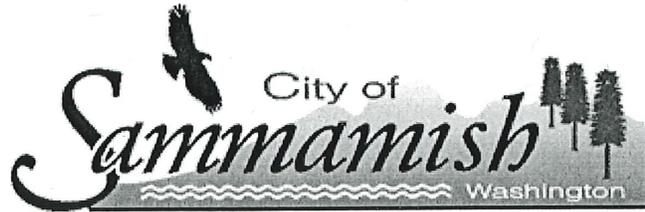


Check	Date	Vendor No	Vendor Name	Amount	Voucher
53384	03/08/2019	AUTODOC	Auto Doctor	7,849.58	53,384
53385	03/08/2019	CENTURY	Century Link	66.99	53,385
53386	03/08/2019	COMCAST2	Comcast	369.15	53,386
53387	03/08/2019	PATRIOT	Patriot Maintenance Inc	40,634.17	53,387
53388	03/08/2019	PSE	Puget Sound Energy	12,247.88	53,388
53389	03/08/2019	SAM	Sammamish Plateau Water Sewer	434.89	53,389
Check Total:				61,602.66	

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 3/13/2019 - 10:04 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53390	03/19/2019	ALDWORTH	Kurt Aldworth	281.71	53,390
53391	03/19/2019	APWA	American Public Works Assoc	1,504.00	53,391
53392	03/19/2019	APAWA	APA Washington	100.00	53,392
53393	03/19/2019	CLASSIC	Art and Industrial	5,438.05	53,393
53394	03/19/2019	AWC	Association of Wa Cities	44,805.00	53,394
53395	03/19/2019	AUTODOC	Auto Doctor	3,086.96	53,395
53396	03/19/2019	AUTOZONE	Auto Zone	380.52	53,396
53397	03/19/2019	BANNER	Banner Bank	94,058.73	53,397
53398	03/19/2019	BEACONAT	Beacon Athletics	3,505.06	53,398
53399	03/19/2019	BEST	Best Parking Lot Cleaning, Inc	16,659.28	53,399
53400	03/19/2019	BMC	BMC East LLC	144.79	53,400
53401	03/19/2019	BOBS	Bob's Heating & Air	782.00	53,401
53402	03/19/2019	BURLY	Burly Products	6,704.78	53,402
53403	03/19/2019	CABDOW	Cabot Dow Associates	1,691.25	53,403
53404	03/19/2019	CDW	CDW Govt Inc	13,642.30	53,404
53405	03/19/2019	ISSCITY	City Of Issaquah	3,244.00	53,405
53406	03/19/2019	COLINBAE	Colin Baenziger & Associates	10,000.00	53,406
53407	03/19/2019	HOGAN	D. A. Hogan & Assoc., Inc	3,880.00	53,407
53408	03/19/2019	DAVEY	Davey Resource Group	2,200.00	53,408
53409	03/19/2019	EVANS	David Evans & Associates, Inc	4,800.00	53,409
53410	03/19/2019	DRIFTMIE	Driftmier Architects, P.S.	1,127.85	53,410
53411	03/19/2019	DURAIRAJ	Arunprabu Durairaju	248.00	53,411
53412	03/19/2019	EASTFIRE	Eastside Fire & Rescue	648,144.08	53,412
53413	03/19/2019	ELECTRNE	Electron Electric Inc	139.00	53,413
53414	03/19/2019	ENVIROTE	Envirotech Services, Inc	30,456.18	53,414
53415	03/19/2019	ESA	ESA	5,070.00	53,415
53416	03/19/2019	EVERFORD	Evergreen Ford	66.76	53,416
53417	03/19/2019	FASTENAL	Fastenal Industrial Supplies	2,609.99	53,417
53418	03/19/2019	FEHRPEER	Fehr & Peers	14,115.85	53,418
53419	03/19/2019	FESER	Angie Feser	39.10	53,419
53420	03/19/2019	FIDELIS	Fidelis, Inc	4,631.25	53,420
53421	03/19/2019	FIREPROT	Fire Protection, Inc.	931.62	53,421
53422	03/19/2019	GFOA	Govt Finance Officers Assoc	50.00	53,422
53423	03/19/2019	GRAINGER	Grainger	18.44	53,423
53424	03/19/2019	GRANGE	Grange Supply, Inc.	48.36	53,424
53425	03/19/2019	GREENBRI	Greenbriar Land, LLC	14,200.00	53,425
53426	03/19/2019	GUARDIAN	Guardian Security	78.00	53,426
53427	03/19/2019	HDFOWL	H. D. Fowler Company	856.91	53,427
53428	03/19/2019	HAMPTONR	Ron Hampton	92.19	53,428
53429	03/19/2019	HERE2WIR	Here 2 Wire	42.00	53,429
53430	03/19/2019	HERRERA	Herrera Environmental Consult.	3,964.76	53,430
53431	03/19/2019	HOMEDE	Home Depot	1,092.99	53,431
53432	03/19/2019	HOUGHBEC	Hough Beck & Baird Inc	7,172.50	53,432
53433	03/19/2019	HUFFINES	Josh Huffines	500.00	53,433
53434	03/19/2019	INDTIRE	Industrial Tire Service	3,364.59	53,434
53435	03/19/2019	INTERCOM	Inter Com Language Services	329.88	53,435
53436	03/19/2019	INVICTUS	Invictus Wireless	87.50	53,436
53437	03/19/2019	JAYMARC	Jaymarc AV	206.25	53,437
53438	03/19/2019	JENNEQUI	Jennings Equipment Inc.	26,141.84	53,438
53439	03/19/2019	JIRSA	Barbara Jirsa	348.78	53,439

Check	Date	Vendor No	Vendor Name	Amount	Voucher
53440	03/19/2019	KENYON2	Kenyon Disend PLLC	30,245.67	53,440
53441	03/19/2019	KINGFI	King County Finance A/R	21,332.61	53,441
53442	03/19/2019	kcradio	King Cty Radio Comm Svcs	1,115.40	53,442
53443	03/19/2019	KIRKCARE	Kirkland Land Care	26,395.41	53,443
53444	03/19/2019	KOEHNER	Amy Koehner	34.92	53,444
53445	03/19/2019	LEXIS	Lexis Nexis Risk Data Mgmt	97.25	53,445
53446	03/19/2019	LMGSECUR	LMG Security	5,697.49	53,446
53447	03/19/2019	LOCHNER	Lochner, Inc.	5,693.24	53,447
53448	03/19/2019	LongBAY	Long Bay Enterprises, Inc	5,107.50	53,448
53449	03/19/2019	MARSHBAN	Marshbank Construction	246,058.66	53,449
53450	03/19/2019	MERZER	Vered Merzer-Sapir	500.00	53,450
53451	03/19/2019	MICROSOF	Microsoft	593.40	53,451
53452	03/19/2019	MINUTE	Minuteman Press	275.00	53,452
53453	03/19/2019	MONSEFDO	Monsef Donogh Design Group	528.00	53,453
53454	03/19/2019	WEATHER	Narwhal Met, LLC	850.00	53,454
53455	03/19/2019	NOESKE	Stephen Noeske	65.00	53,455
53456	03/19/2019	NETRUCK	North End Truck Equip Inc	14,001.91	53,456
53457	03/19/2019	OER	Olympic Environmental Resource	16,763.75	53,457
53458	03/19/2019	PACGOLF	Pacific Golf & Turf	14,894.02	53,458
53459	03/19/2019	PACSOIL	Pacific Topsoils, Inc	636.08	53,459
53460	03/19/2019	PROTH	Prothman Company	9,476.00	53,460
53461	03/19/2019	RICH	Rich Landscapiing, Inc.	6,416.67	53,461
53462	03/19/2019	RIGHT	Right! Systems Inc.	28,937.39	53,462
53463	03/19/2019	HALF	Robert Half	7,000.00	53,463
53464	03/19/2019	SDAPA	SDAPA	50.00	53,464
53465	03/19/2019	SEATIM	Seattle Times	1,070.84	53,465
53466	03/19/2019	SIGNARAM	Signarama-Redmond	1,415.26	53,466
53467	03/19/2019	SDA	Site Development Associates LLC	6,813.92	53,467
53468	03/19/2019	SMARSH	Smarsh	470.00	53,468
53469	03/19/2019	SOUNDPUB	Sound Publishing, Inc	550.00	53,469
53470	03/19/2019	SPRAGUE	Sprague Pest Solutions	440.00	53,470
53471	03/19/2019	STANTEC	Stantec Consulting Services	10,960.50	53,471
53472	03/19/2019	SUNBELT	Sunbelt Rentals	2,826.14	53,472
53473	03/19/2019	WORKWEAR	The Workwear Place	678.04	53,473
53474	03/19/2019	TRANSOLU	Transportation Solutions, Inc	1,410.00	53,474
53475	03/19/2019	TRIANGLE	Triangle Associates, Inc	352.88	53,475
53476	03/19/2019	UFS	Universal Field Services Inc	291.70	53,476
53477	03/19/2019	USBANKNA	US Bank N.A.	42.00	53,477
53478	03/19/2019	UTILITIE	Utilities Underground Location Ctr	423.12	53,478
53479	03/19/2019	WAECOL	Wa State Dept of Ecology	19,285.55	53,479
53480	03/19/2019	WATRACTO	Washington Tractor	203.60	53,480
53481	03/19/2019	WERRE	Lisa Werre	140.34	53,481
53482	03/19/2019	WC3	West Coast Code Consultants, Inc	4,510.00	53,482
53483	03/19/2019	ZUMAR	Zumar Industries, Inc.	1,523.22	53,483
Check Total:				1,479,255.58	

# Agenda Bill

City Council Regular Meeting  
 March 19, 2019



<b>SUBJECT:</b>	Professional Services Contract: Wetland Monitoring - Shannon and Wilson, Inc.	
<b>DATE SUBMITTED:</b>	March 14, 2019	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to execute a professional services contract with Shannon and Wilson, Inc. for wetland monitoring services not to exceed \$100,000.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Wetland Support Services Contract ShanWil</a>	
<b>BUDGET:</b>		
Total dollar amount	\$100,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>
Fund(s)	Various Project Funds	<input type="checkbox"/> <b>Budget reallocation required</b>
		<input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the City Council authorize the City Manager to execute a professional services agreement with Shannon And Wilson, Inc. for wetland monitoring services not to exceed \$100,000?

**KEY FACTS AND INFORMATION SUMMARY:**

This contract provides staff with the services of wetland professionals required for wetland mitigation monitoring. City projects that construct improvements alongside wetlands often have permit requirements to mitigate and monitor any approved impacts. A typical encroachment may include roadside grading or a culvert extension into a portion of a wetland or wetland buffer. Permit conditions will often include a mitigation comprised of expanding or enhancing wetlands and buffers in the

vicinity of the impacted area, and professional monitoring and reporting is required for several years after construction of the mitigation to ensure long term performance goals are met.

Current projects that we are required to monitor wetland mitigation include 212th Way SE (Snake Hill), 212th Non-motorized Project, Louis Thompson Hill Road Wall Replacement, 244th Avenue NE Extension and Bridge, and East Lake Sammamish Parkway Improvements (north of the Inglewood Hill Road intersection).

**FINANCIAL IMPACT:**

Work under this contract will be initiated by individual task orders and will be paid for by project funds that have already been approved in the budget.

**OTHER ALTERNATIVES CONSIDERED:**

City staff does not have professional wetland services available in house. Not approving this contract would make it difficult to meet permit obligations for City projects, and may necessitate numerous small contracts to complete wetland monitoring work.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

**City Comprehensive Plan:**

**Environment and Conservation**

- Goal EC.1 Serve as a leader in environmental stewardship of the natural environment for current and future generations.
- Goal EC.2 Protect people, property and the environment in areas of natural hazards
- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.



CONTRACT NUMBER

801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.us

**AGREEMENT FOR SERVICES**

	Yes	No	
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 6

**This Agreement** is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: Shannon and Wilson, Inc., hereinafter referred to as the "Consultant."  
 Project Description: Wetland Monitoring Support Services  
 Commencing: March 13, 2019  
 Terminating: March 13, 2021

WHEREAS, the City desires to have certain services performed for its citizens; and  
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;  
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
2. **Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
  - a) This Agreement and all exhibits attached thereto;
  - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
  - c) The submitted project quote, bid or proposal
  - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
  - e) W-9 Request for Taxpayer Identification #
  - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
3. **Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<b>The City shall pay the Consultant:</b>	Fill in applicable method of payment YES      NO
According to the rates set forth in "Exhibit A"	<input checked="" type="checkbox"/> <input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$ 100,000
Other (ex. Hourly):	<b>As authorized by individual signed task order</b>



3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, [ap@sammamish.us](mailto:ap@sammamish.us) for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

**4. Termination**

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**5. Indemnification/ Hold Harmless.**

5.1 Consultant 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, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.



5.3 It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**6. Insurance.** (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

**6.1 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 Public Entity's recourse to any remedy available at law or in equity

**6.2 Minimum Scope of Insurance.** Consultant required insurance shall be of the types and coverage as stated below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

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

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**6.4 Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**6.5 Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

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

**6.7 Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.



**6.8 Notice of Cancellation.** The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**6.9 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 Public Entity may, after giving five (5) 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**7. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

**8. Non-Discrimination.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant 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.

**9. Non-Endorsement:** As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**10. Non-Collusion:** By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

**11. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

**12. Waiver.** Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**13. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**14. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

**15. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**16. Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.



**17. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**18. Record Keeping and Reporting.**

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

18.5 The Consultant 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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**19. Ownership of Documents** On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



20. **Notices.** Notices to the City of Sammamish shall be sent to the following address:  
City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

Project Manager: Jed Ireland  
Email: jireland@sammamish.us

Notices to the Consultant shall be sent to the following address:

Company Name: Shannon & Wilson  
Contact Name: Katie Walter  
Street Address: 400 N. 34<sup>th</sup> St. Ste 100 Seattle WA 98103  
Phone Number: 206 695 6738  
Email: klwa@shanwil.com

21. **Applicable Law; Venue; Attorneys' 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 proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.

22. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.



By signing below, you agree to all the terms and conditions herein.

**CITY OF SAMMAMISH, WASHINGTON:**

By:	Date:
Print Name:	Title:

**CONSULTANT:**

By: <i>Kate Walter</i>	Date: <i>3/14/19</i>
Print Name: <i>Katie Walter</i>	Title: <i>Vice President</i>

**ATTEST/AUTHENTICATED:**

By:	Date:
Print Name:	City Clerk

**APPROVED TO AS FORM:**

By:	Date:
Print Name:	City Attorney

--	--



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

EXHIBIT A  
**Scope of Work**



January 30, 2019

Mr. Jed Ireland  
 City of Sammamish  
 801 228<sup>th</sup> Avenue SE  
 Sammamish, WA 98075

**RE: GENERAL PROPOSAL FOR PERFORMANCE MONITORING OF CRITICAL AREAS RESTORATION/MITIGATION, SAMMAMISH, WASHINGTON**

Dear Mr. Ireland:

Shannon & Wilson, Inc. is pleased to submit this general scope to conduct a variety of services related to performance monitoring, including field assessments to generate as-built reports or annual performance reports and coordination with maintenance contractors and regulators. Below we have provided examples of scope of services and cost estimate for typical projects. Typical projects would have a project area less than 2 acres in size, minimal performance issues, and minimal complexity.

Prior to conducting any of these services for the City of Sammamish (City), we will provide a project-specific scope and cost estimate, which may vary from the examples provided here depending on the needs of the specific project. With this letter we have provided a general cost breakdown for each of the tasks identified below using our general hourly rates. In addition, we have provided for you information, our Washington State Department of Transportation audited overhead rate with a 2017 Actual Not to Exceed Table that shows our highest not to exceed rates. For each task you request, we would perform the agreed project-specific scope of services on a lump sum basis and provide a breakdown of our expected costs.

**EXAMPLE SCOPE OF SERVICES AND COST ESTIMATES**

**Typical As-Built Site Visit and Report**

After a review of the mitigation or restoration plan, Shannon & Wilson will visit the site to conduct the following activities:

400 NORTH 34TH STREET, SUITE 100  
 P.O. BOX 300303  
 SEATTLE, WASHINGTON 98103-8636  
 206-632-8020 FAX: 206-695-6777  
 www.shannonwilson.com

102523-P

Mr. Jed Ireland  
 City of Sammamish  
 January 30, 2019  
 Page 2 of 4

SHANNON & WILSON, INC.

- Document the number of plants by species installed in the mitigation area and compare as-built conditions to the proposed mitigation plan requirements. Plant quantities will be based on nursery receipts provided by the City or on a complete plant count conducted during the site visit.
- Establish and mark the appropriate number of permanent vegetative sampling locations consistent with the plans stated requirements, if those details are included, or consistent with best practice if not. The locations will typically be marked with green, metal fence stakes, painted at the tips with orange spray paint to increase their visibility, driven at the center or ends of the sampling plot or transect. We will record the permanent sampling locations with a global positioning system in the event the stakes are removed or lost in the future. Permanent photo points will be similarly established, although the locations will not necessarily be marked in the field.
- Record number of plants by species in each of the established transects.
- Take photos from each of the established photo points.
- Document any departures in species, plant counts, installation methods or locations, etc. from the mitigation plan.

Following the as-built site visit, we will prepare a baseline monitoring report that includes a description of the project and the requirements of the mitigation plan, describes implementation, and presents the project- and plot/transect-specific data. A map will be prepared that illustrates any significant departures from the mitigation plan and shows the location of the sampling plots/transects and photo points. Photos taken at each photo point will also be provided. We will provide our report to you for submittal to the City and other state or federal agencies for their review.

Example cost for this scope of services is approximately \$7,800. See the enclosed Example Cost Estimates for details on this cost estimate.

#### **Typical Annual Monitoring Report**

After review of the mitigation plan and applicable prior-year reports, we will conduct the annual monitoring visit consistent with the schedule found in the approved plan. The purpose of each year's monitoring is to assess the mitigation area and to provide a basis for determining whether the goals of the mitigation plan are being met.

Mr. Jed Ireland  
 City of Sammamish  
 January 30, 2019  
 Page 3 of 4

SHANNON & WILSON, INC.

Following our monitoring fieldwork, we will provide maintenance recommendations via email. We will prepare a report to document the results of the performance monitoring and maintenance activities, and provide quantitative and qualitative assessments of the vegetation. Quantitative assessments of vegetation will be documented for the permanent sampling plots/transects established during the baseline monitoring. For each sampling plot, we will record percent aerial cover of installed and desirable native species and/or counts by species as directed by the schedule included in the mitigation plan.

We will provide a monitoring report to you for submittal to the City and other state or federal agencies for their review. The monitoring report will include:

- Site plan and location map;
- Description of mitigation project, including mitigation goals and performance standards;
- Sampling plot/transect data results;
- Observed wildlife, including amphibians and birds;
- An assessment of nuisance/exotic biota and recommendations for management;
- Color photographs taken from permanent photo points; and a
- Summary of maintenance and measures proposed for the next season and completed for the past season, as applicable.

Example cost for this scope of services is \$7,100. See the enclosed Example Cost Estimates for details on this cost estimate.

#### **Typical Mid-Year Maintenance Review and Recommendation**

If desired by the City or directed as part of the mitigation plan, we can conduct a half-day site visit at a mitigation or restoration site in the early spring or summer to provide detailed maintenance or planting recommendations intended to promote achievement of the project's overall performance standards. That visit could either occur with the maintenance contractor, or we can prepare a letter and map for the contractor's use that outlines our recommendations.

Example cost for this scope of services is \$2,800. See the enclosed Example Cost Estimates for details on this cost estimate.

Mr. Jed Ireland  
 City of Sammamish  
 January 30, 2019  
 Page 4 of 4

**SHANNON & WILSON, INC.**

**SCHEDULE**

We will provide a project-specific scope of services within two working days of a request, and will complete the fieldwork within two weeks of notice to proceed. We will submit a summary email with important monitoring findings and maintenance recommendations, if appropriate, one week after completing our fieldwork. Reports will be submitted within four weeks of fieldwork.

**CLOSURE**

We have included as an enclosure our “Important Information About Your Wetland Delineation/Mitigation and/or Stream Classification Proposal.” Although this document was not written specifically for the City performance monitoring projects, it should be useful in assisting you and others in understanding the use and limitations of our proposals. This proposal is valid for a period of 60 days from the date of issue.

We are pleased to have this opportunity to assist you with City projects. If you have any questions, please contact me at (206) 695-6738.

Sincerely,

**SHANNON & WILSON, INC.**

Katie Walter PWS  
 Natural Resources Manager

MAC:KLW/mac

Enc: Acceptance FYE 2017 ICR – CPA Report, letter from Washington Department of  
 Transportation  
 Actuals Not to Exceed Table  
 Example Cost Estimates  
 Important Information About Your Wetland Delineation/Mitigation and/or Stream  
 Classification Proposal

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.  
**Shannon & Wilson, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not Individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See Instructions.  
**PO Box 300303**

6 City, state, and ZIP code  
**Seattle WA 98103**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

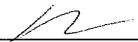
Social security number								
				-				
OR								
Employer identification number								
9	1			-	0	7	4	5
								3
								5
								7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶  Date ▶ 1-21-19

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# Agenda Bill

City Council Regular Meeting  
March 19, 2019



<b>SUBJECT:</b>	Contract: Springbrook Security Upgrade to Cloud based services	
<b>DATE SUBMITTED:</b>	March 14, 2019	
<b>DEPARTMENT:</b>	Information Technology (IT)	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the Interim City Manager to execute a contract with Springbrook, an Accela Company for Annual Subscriptions for Springbrook modules (Exhibit 1) plus Security upgrade to the Springbrook Cloud Services (Exhibit 2).	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Annual Subscriptions to Springbrook Modules</a> <a href="#">2. Exhibit 2 - Upgrade to Springbrook Cloud Services</a> <a href="#">3. Exhibit 3 - Start Date &amp; Duration</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$78,100.00	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	001-090-518-90-41-99 - General Fund Operating Contingency	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input checked="" type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Should the City execute a contract with Springbrook, an Accela Company, for upgrade to the Springbrook Cloud Services and annual subscriptions for Springbrook modules

**KEY FACTS AND INFORMATION SUMMARY:**

Summary

The City of Sammamish uses Springbrook Software. Our current modules include: Finance Suite, Cash Receipts, Payroll, Project Management, Fixed Assets, Accounts Receivable. We recently implemented

the Human Services module and are currently implementing Employee Self Services. Staff would like to upgrade all these services to the Springbrook Cloud for security reasons.

**Background**

The City of Sammamish implemented Springbrook as our Finance software in March, 2000. We have added modules over the years for compatibility and to increase internal customer service. Springbrook has worked well for the City.

In January of 2019, the City was attacked by Ransomware and lost control of our software and files for a number of weeks. In order to mitigate this happening in the future, staff has decided that a cloud based service will be the safest under these circumstances.

**FINANCIAL IMPACT:**

\$78,100 Annually (\$71,000 plus \$7,100 of sales tax)

According to the terms of this agreement, software licenses and subscriptions will start on the date of delivery and, unless otherwise specified, will continue from the Order Start date through the number of months listed in the order form, or 12 months if not listed. (Exhibit 3)

The licenses and subscriptions will continue on a month to month basis until terminated by either party.

001-090-518-90-41-99 - General Fund Operating Contingency                      \$78,100

**OTHER ALTERNATIVES CONSIDERED:**

After considering other alternatives, it was decided that the most cost effective method to enhanced security while maintaining continuity of operations would be to upgrade to the cloud based version of the IT finance software package already in use at the City.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

This action enhances system security and maintains compatibility with other IT infrastructure goals in considering cloud based solutions now available for future city IT infrastructure system needs.

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SAMMAMISH, WA - CITY OF – ORDER FORM

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## **Sammamish, WA - City of March 12, 2019**

**Porsche Chambers-Winston**  
**Account Manager**  
**503-820-2231**  
**porsche.chambers-winston@sprbrk.com**

DocuSign Envelope ID: A772A5D0-5FDC-4B13-B86D-0B6D98E7F701



**SAMMAMISH, WA - CITY OF – ORDER FORM**

Software					
Annual Subscriptions					
Product Code	Product Name	Description	Qty	Sales Price	Total Price
AS00	AS - Addon Item - SaaS	Employee Self Services	1.00	\$3,516.62	\$3,516.62
AS00	AS - Addon Item - SaaS	Human Resources Management	1.00	\$4,195.65	\$4,195.65
SS60	SS60 - Springbrook	Finance Suite	1.00	\$24,647.00	\$24,647.00
AS00	AS - Addon Item - SaaS	Cash Receipts	1.00	\$5,524.00	\$5,524.00
AS00	AS - Addon Item - SaaS	Accounts Receivable	1.00	\$4,082.00	\$4,082.00
AS00	AS - Addon Item - SaaS	Fixed Assets	1.00	\$3,768.00	\$3,768.00
AS00	AS - Addon Item - SaaS	Project Management	1.00	\$6,280.00	\$6,280.00
AS00	AS - Addon Item - SaaS	Payroll	1.00	\$11,304.00	\$11,304.00
<b>Grand Total:</b>					<b>\$63,317.27</b>



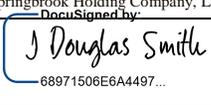
**SAMMAMISH, WA - CITY OF – ORDER FORM**

Order Detail	
General Information	
Customer Name	Sammamish, WA - City of
Customer Contact	Jennifer Dilley
Customer Address	801 228th SE, Sammamish, Washington, 98075
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook terms found at: <a href="https://accela.box.com/v/sprbrk-saas-terms">https://accela.box.com/v/sprbrk-saas-terms</a> .
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>- Software Licenses &amp; Subscriptions start on the date of delivery by Springbrook and</li> <li>- Hosting and Support start on Springbrook’s delivery of the software hosted and/or supported.</li> </ul>
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>- Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer’s first Subscription purchase.</li> <li>- Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li> </ul>
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.

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**SAMMAMISH, WA - CITY OF – ORDER FORM**

Accounts Payable Contact Information <i>(Required)</i>			
First Name	Jennifer	Last Name	Dilley
Title	Accounting Manager		
Phone Number	(425) 295-0591		
Email Address:	jdilley@ci.sammamish.wa.us		
Billing Address	801 228th SE, Sammamish, Washington, 98075		
Delivery Address	801 228th SE, Sammamish, Washington, 98075		
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need	Invoice Delivery by Post is Required		
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	Sammamish, WA - City of
Signed By	 68971506E6A4497...	Signed By	
Date	3/15/2019	Date	
Title of Authorized Signatory	Sales Manager	Title of Authorized Signatory	
Name (Print) of Authorized Signatory	J Douglas Smith	Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			PO# <i>(If required):</i>
<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			

**SPRINGBROOK MASTER SERVICES AGREEMENT – SOFTWARE AS A SERVICE**

This Springbrook Master Services Agreement (this “**Agreement**”) is entered into as of the date of last signature (the “**Effective Date**”) by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 (“**Springbrook**”) and Customer identified on the Order, together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order(s) which shall become binding on the parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to this Agreement.

**1. DEFINITIONS**

1.1 “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.

1.2 “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

1.3 “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Springbrook or through an authorized reseller, distributor, or other channel partner of Springbrook.

1.4 “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.5 “**Online Payments Schedule**” means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit C.

1.6 “**Open Source Software**” or “**OSS**” means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Software.

1.7 “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Springbrook or through an authorized reseller or partner of Springbrook, as more particularly described or identified in the applicable Order.

1.8 “**Order Form**” means written orders to purchase subscriptions and to use the Subscription Service (or, where applicable, to purchase Optional Subscription Services).

1.9 **"Services"** means the Software and services identified in a corresponding Order Form that are provided by Springbrook.

1.10 **"Software"** means the Springbrook proprietary software, in object code format, including documentation, updates, patch releases, and upgrades with respect thereto, Springbrook makes available for download or otherwise provides for use with the Subscription Service, but excludes any OSS and other third-party software.

1.11 **"Specifications"** means the online specifications for the Subscription Service, as made available by Springbrook at <https://acela.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).

1.12 **"Subscription Period(s)"** means the duration of Customers and Authorized User's active, paid access to the Subscription Service, as designated in the Order Form(s).

1.13 **"Subscription Service(s)"** means the cloud-based Software for which Customer has obtained a subscription either directly from Springbrook or through an authorized reseller or other partner of Springbrook, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Subscription Service may be inclusive of application programming interfaces ("APIs") developed by Springbrook to enable interaction and integration with the Subscription Service. Unless otherwise specified herein or other applicable contractual terms, all references to "Subscription Service(s)" will be deemed to include Optional Subscription Services that are Springbrook Software or other Springbrook proprietary products.

1.14 **"Supported Modification"** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

1.15 **"Third Party Services"** means products, services, technology and methods other than Springbrook proprietary Software and Services.

## 2. USAGE AND ACCESS RIGHTS

2.1. **Right to Access.** Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Software and (b) implement, configure and permit its Authorized Users to access and use the Software during the Subscription Period, solely for it and its affiliates' internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Form. No Order Form will be deemed accepted by Springbrook unless and until Springbrook accepts such Order Form in writing. Upon Order acceptance and subject to Customer's payment of the corresponding Services fees, Springbrook will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Customer acknowledges and agrees the use of the Subscription Services may require Customer to enter into separate licenses with entities other than Springbrook for Third Party Services.

2.2. **Restrictions on Use.** Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:

- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
- 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
- 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Springbrook;
- 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- 2.2.5. access or use the Subscription Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
- 2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
- 2.2.7. create derivative works based on the Subscription Service;
- 2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with Springbrook's applicable documentation;
- 2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Springbrook assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services;
- 2.2.10. use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 11.3).

2.3 Data Usage and Storage. The Subscription Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at <https://accelea.box.com/v/sprbrk-data-storage-policy> (which URL location and content may be updated from time to time by Springbrook).

2.4 Springbrook's Responsibilities. Springbrook will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Springbrook Support Terms accessible at <https://accelea.box.com/v/sprbrk-saas-support-policy> (which URL location and content may be updated from time to time by Springbrook); (iii) provide the Subscription Service only in accordance with applicable laws and government regulations; and (iv) will maintain a current PCI-DSS Attestation of Compliance ("AOC") which shall be available upon request to Customer once per year.

2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Springbrook's applicable minimum system requirements accessible at <https://acela.box.com/v/sprbrk-minimum-requirements> (which URL location and content may be updated from time to time by Springbrook) for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Springbrook promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.

### 3. PAYMENT TERMS.

3.1. Invoicing and Payment. Springbrook will invoice Customer in advance for the Subscription Service. Subscription Service fees are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase"). Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and Springbrook, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Springbrook's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an Invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order Form or SOW, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Springbrook hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.

3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Springbrook may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.

**3.5. Taxes.** Subscription Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

#### **4. CONFIDENTIALITY**

**4.1. Definition.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**4.2. Protection.** Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at <https://accela.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.

**4.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

#### **5. OWNERSHIP**

**5.1. Subscription Services.** Subject to the limited rights expressly granted hereunder, Springbrook reserves all rights, title and interest in and to the Subscription Service and any associated Software and documentation, including all related technology and Intellectual Property Rights, and no other license or ownership may be inferred to Customer or any third party. Springbrook reserves all rights not granted herein.

**5.2. Customer Data.** Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Springbrook hereunder with respect to the Customer Data, except that Springbrook may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Springbrook Privacy Policy.

**5.3. Third Party Services.** Customer may choose to obtain Third Party Services for use with the Springbrook Software and Services either directly through the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may

require Customer to enter into a license or other agreement with such third party for use of the Third Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE LICENSOR OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY ONLY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.

5.4. Feedback. Customer grants Springbrook a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

**6. WARRANTIES AND DISCLAIMERS**

6.1. Specifications. Subject to the limitations set forth below, Springbrook warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Springbrook's entire liability for any breach of the foregoing warranty, Springbrook will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Springbrook further warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Springbrook will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third Party Services, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Springbrook or Springbrook's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Springbrook documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment).

**7. MUTUAL INDEMNIFICATION**

7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Subscription Service (other than any claim for which Springbrook is responsible

under Section 8.2) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.

**7.2. Indemnification by Springbrook.** Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Springbrook hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Springbrook will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with Third Party Services or products, services, methods, or other elements not proprietary to Springbrook; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Springbrook; (iii) any use of the Subscription Services in a manner that it was not intended (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (v) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Springbrook's written consent.

THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

**7.3. Indemnification Requirements.** In connection with any claim for indemnification under this Section 7, the indemnified party as a condition to receive indemnity from the indemnifying party, must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

**7.4. Mitigation Measures.** In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Springbrook's right to provide the Subscription Service is enjoined or in Springbrook's reasonable opinion is likely to be enjoined, Springbrook may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.4, Springbrook will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

**8. LIMITATIONS OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY); OR (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

**Exclusion of Damages.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING

OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

**8.1. Security and Other Risks.** Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

## 9. SECURITY AND PERSONAL DATA

**9.1. Security.** Springbrook has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Springbrook holds PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 18 SOC 2 in the provision of the service

**9.2. Customer Data.** Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Springbrook generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Springbrook may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

**9.3. Use of Aggregate Data.** Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

## 10. SUBSCRIPTION PERIOD AND TERMINATION

**10.1. Term of Authorized User Subscriptions.** Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. A Subscription Period and/or pricing thereon may be subject to prorating where Springbrook deems it appropriate to cause newly purchased

Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Springbrook and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Subscription Period.

10.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Springbrook may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Springbrook, in its sole discretion: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Springbrook or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

10.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Springbrook to provide a copy of Customer's data and associated documents in a database dump file format. Springbrook will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Springbrook's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Springbrook; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Springbrook's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.

10.4. Survival. Sections 5 (Confidentiality), 6 (Ownership and Proprietary Rights), 7.4 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11.3 (Effect of Termination), 11.4 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

**11. GENERAL**

11.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

11.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

11.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States

and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

**11.4. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

**11.5. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**11.6. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

**11.7. Assignment.** Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.8. Publicity.** Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Springbrook may use Customer's name, trademarks, and logos (collectively, "Customer's Marks") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Subscription Service to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

**11.9. Force Majeure.** Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

**11.10. Entire Agreement.** This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the dates listed below.

**SPRINGBROOK**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_  
(Month, Day, Year)

**CUSTOMER/CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_  
(Month, Day, Year)

**EXHIBIT A  
AVAILABILITY AND SECURITY**

**Service Availability:**

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
  1. Customer's use of any programs not supplied by Springbrook;
  2. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
  3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
  4. Any mis-configuration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services; and
  5. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

**Remedies for Excessive Downtime:**

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Springbrook will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula:  $x = (n - y) * 100 / n$

**Notes:**

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

**Customer Account Login:**

For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

**Hosting:**

Springbrook's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.

Security Patching and updates are actively evaluated by engineers and will be deployed based upon the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers. Springbrook will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

Form Approved by Legal (v11/18)

**EXHIBIT B  
Order Form**

{Order Form to be inserted}

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Form Approved by Legal (v11/18)

**Exhibit C**  
**ONLINE PAYMENTS SCHEDULE TO SPRINGBROOK SOFTWARE**

**1. Definitions**

“Citizen” means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person’s payment instrument and the crediting of funds to Customer.

“Online Payments” means an optional third-party add-on to the Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

“Payment Application(s)” refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

**2. Online Payments**

- 2.1** During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer’s Authorized Users with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments, and is not a provider of Online Payments.
- 2.2** To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer’s Identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.
- 2.3** The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Software nor the Third Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.

**3. Additional Customer Responsibilities**

- 3.1** Springbrook’s provision of Online Payments is conditioned on Customer’s acknowledgement of and agreement of the following:
  - (a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;
  - (b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.

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Form Approved by Legal (v11/18)

- (c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Schedule may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be affected by Customer's use of Online Payments; and
- (e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances;; and (vii) amount of time to complete payment processing.

**4. Payment Warranties; Disclaimers' Limitation of Liability**

**4.1 Springbrook Payments Warranty.** The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Customer's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.

**4.2 Disclaimer.** Except for the express warranties for the Software set forth above, Springbrook: (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.

**4.3 Limitation of Liability.** Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

**5. Third Party Claims**

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users or Citizens; (b) any breach by Customer of its obligations hereunder; (c) the nature and content of all cardholder data or any related data thereto provided by customer, its Authorized Users or Citizens through use of Online Payments; (D) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (e) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.

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Sammamish, WA - City of ORDER FORM

**Sammamish, WA - City of : Upgrade to the SB Cloud Services  
January 23, 2019**

**Porsche Chambers-Winston  
Account Manager  
503-820-2231  
porsche.chambers-winston@sprbrk.com**

DocuSign Envelope ID: 8F64C1DB-F890-4079-9FF6-88E93AB1918A



**Sammamish, WA - City of ORDER FORM**

Professional Services				
Product Name	Description	Qty	Sales Price	Total Price
PS - Item Professional Services	T&M Services Standard professional services	42.00	\$159.00	\$6,678.00
				<b>Grand Total: \$6,678.00</b>

DocuSign Envelope ID: 8F64C1DB-F890-4079-9FF6-88E93AB1918A



**Sammamish, WA - City of – ORDER FORM**

Order Detail	
General Information	
Customer Name	Sammanish, WA - City of
Customer Contact	Jennifer Dilley
Customer Address	801 228th SE, Sammamish, Washington, 98075
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook Professional Services terms found at <a href="https://accela.box.com/v/sprbrk-svcs-terms">https://accela.box.com/v/sprbrk-svcs-terms</a> .
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms, Professional Services start on the date listed in this Order Form, the applicable Statement of Work, or the Governing Agreement, as applicable.
Order Duration	Unless otherwise specified in the Special Order Terms, Professional Services continue for the duration as outlined in this Order Form, the applicable Statement of Work, or the Governing Agreement.
Special Order Terms	In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoices will be issued monthly as work is performed.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.

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**Sammamish, WA - City of – ORDER FORM**

Accounts Payable Contact Information <i>(Required)</i>			
Name	Jennifer Dilley		
Title	Accounting Manager		
Phone Number	(425) 295-0591		
Email Address:	jdilley@ci.sammamish.wa.us		
Billing Address	801 228th SE, Sammamish, Washington, 98075		
Delivery Address	801 228th SE, Sammamish, Washington, 98075		
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need	Invoice Delivery by Post is Required		
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	Sammamish, WA - City of
Signed By	 Eric Wells 52E46B0D6A2C47D...	Signed By	
Date	3/15/2019	Date	
Title of Authorized Signatory	Head of Professional Services	Title of Authorized Signatory	
Name (Print) of Authorized Signatory	Eric Wells	Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.			PO# (If required):

## SPRINGBROOK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“PSA” or “Agreement”) is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 (“Springbrook”) and the entity identified in the Order Form or Statement of Work, together referred to as “Parties” and individually as “Party.”

Purchase or use of the Software (defined below) is subject to this PSA. This agreement governs the provision by Springbrook, and the receipt by Customer, of the Professional Services (defined below) that Springbrook agrees to provide to Customer.

### 1. SCOPE OF SERVICES.

1.1. Subject to this PSA, Springbrook will provide Customer with certain Software implementation, configuration, conversion, upgrade, data extraction, diagnostic, training and/or other skilled services (collectively “Professional Services”) as set forth in the applicable Statements of Work (each an “SOW”), attached hereto as Exhibit A, or Springbrook order forms executed by Springbrook and Customer (each an “Order”). Any such SOW or Order must reference this PSA or the master agreement to which this PSA is incorporated. For purposes of this PSA, “Software” means the Springbrook software products and/or software-as-service subscriptions purchased by Customer under a separate agreement with Springbrook or its authorized resale partner.

1.2. Each SOW or Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a “Deliverable”); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All SOWs and Orders will be deemed part of and subject to this PSA.

1.3. Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be incorporated herein by reference at the time of Customer’s purchase or Springbrook’s performance of such Professional Service; and/or (ii) performed by Springbrook, its affiliates, partners or subcontractors acting within or outside of the United States.

### 2. ACCEPTANCE.

2.1 Acceptance and Nonconformance. Customer is responsible for reviewing and testing all Deliverables in accordance with each SOW or Order pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for a Deliverable within the mutually agreed timeframes established in the SOW project plan or schedule. Customer will provide Springbrook with written timely notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify Springbrook in writing within twenty (20) business days after Springbrook’s submission of the Deliverable, specifying the deficiencies in detail. If Customer does not so notify Springbrook within twenty (20) days, the Professional Services will be deemed accepted. Springbrook will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. If a Deliverable fails to meet the acceptance criteria specified in the applicable SOW after its resubmission to Customer, Customer may terminate the relevant SOW immediately upon written notice.

**3. CHANGE MANAGEMENT PROCESS.** If Customer or Springbrook requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW or Order, the party seeking the change will propose the applicable changes by written notice.

3.1. Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Springbrook will prepare a change order describing the proposed changes to the SOW and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses (each, a "Change Order").

3.2. Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.

3.3. In the event Customer requires significant changes to any SOW (either individually or cumulatively across Change Order(s)) which Springbrook reasonably determines is (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration (defined below or as detailed in the SOW), Springbrook may, upon no less than thirty (30) days' notice to Customer, suspend or terminate the applicable SOW(s) and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Springbrook will not be deemed to have waived any Customer payment obligations in respect of completed Deliverables. A "Supported Configuration" means a configuration of the Software that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

#### **4. OWNERSHIP RIGHTS AND LICENSES**

4.1. License for Deliverables. Subject to this PSA and upon payment of fees due under an applicable SOW or Order Form, Springbrook grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Software. Notwithstanding any other provision of this PSA: (i) nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Springbrook to develop the Deliverables.

4.2. Proprietary Rights. As between the parties, Springbrook shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and Software, including all modifications, enhancements, and derivative works thereof and any other of Springbrook's products or services, whether created by Springbrook or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership.

4.3. Deliverables are Springbrook Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Springbrook.

4.4. Processes & Know-How. Springbrook will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Springbrook in performance of the Professional Services. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.

4.5. In the event any language conflicting with this Section 4 is added to any SOW, Order or Change Order, the parties expressly agree that such statement will have no effect on Springbrook's rights as set out herein.

## 5. COOPERATION

5.1. Customer Cooperation. Springbrook's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Springbrook to perform its obligations under each SOW or Order Form; (ii) timely delivering any materials and other obligations required under each SOW or Order Form; (iii) providing Springbrook with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Springbrook to perform the Professional Services; (iv) timely responding to Springbrook's inquiries related to the Professional Services; (v) assigning a project manager for each SOW or a primary point of contact for Springbrook; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Springbrook, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Springbrook.

5.2 Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Springbrook's overall work schedule. Although Springbrook will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, such time will be charged to Customer at Springbrook's then-current time-and-materials rates. If Customer cancels the Services or postpones or reschedules the Services with less than seven (7) days' notice to Springbrook, Springbrook may accelerate Customer's unpaid fee obligations under this PSA (including any Order or SOW) so that all such obligations become immediately due and payable.

## 6. PAYMENT TERMS.

6.1. Invoicing and Payment. Customer will pay Springbrook fees calculated in accordance with the terms set forth in the applicable SOW or Order Form. Springbrook will invoice Customer for the Professional Services fees as designated in the applicable SOW or Order. Professional Services fees are due upon invoice and payable within thirty (30) days of the invoice date.

6.2. Billing Info & Overdue Charges. Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.3. **Overdue Payments.** If any amount owing by Customer under this PSA for any of the Professional Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this PSA (including any Order or SOW) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.

6.4. **Suspension of Professional Services.** If any amount owing by Customer under this or any other agreement for Springbrook's Professional Services is thirty (30) days or more overdue, Springbrook may, without imitating its other remedies, suspend its performance of Professional Services until such amounts are paid in full.

6.5. **Taxes.** Professional Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

**7. WARRANTY & DISCLAIMERS.**

7.1. **Warranty.** Springbrook warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Springbrook's industry. For any breach of the above warranty, Customer's entire liability will be the re-performance of the applicable Professional Services. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. **DISCLAIMER.** Section 7 sets forth the sole an exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided under this PSA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**9. TERM AND TERMINATION.**

9.1. **Term.** This PSA commences on the date of last signature ("Effective Date") and will remain in effect until terminated in accordance with this section. Each SOW or Order will commence on the date it is last signed, and will expire upon completion of the project set forth in the applicable SOW or Order.

9.2. Once signed by both parties, a SOW and/or an Order will be non-cancellable, except as otherwise explicitly stated in such SOW or Order.

9.3. **Termination.** This PSA will terminate automatically when any agreement to which this PSA is incorporated and/or all SOWs and Orders referencing this PSA are terminated or expired. Either party may terminate this PSA for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such

breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**9.4. Effect of Termination.** For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Springbrook in respect of Deliverables provided prior to such termination. Upon any termination of this PSA, Customer will have no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

## **10. CONFIDENTIALITY.**

**10.1. Definition.** As used herein, "Confidential Information" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "Disclosing Party") to the other party ("Receiving Party") for purposes arising out of or in connection with this PSA or an Order or SOW that: is marked "confidential" or "proprietary" at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Springbrook regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.

**10.2. Protection.** Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.

**10.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

**10.4. Customer's Confidential Information.** Springbrook will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Springbrook may use aggregate Customer Confidential Information for Springbrook development, internal training and other reasonable business purposes not specific to Customer or its End Users.

## **11. Indemnification**

11.1. **Mutual Indemnification.** Each Party (an "Indemnifying Party") will defend (or settle), indemnify and hold harmless any action, demand, suit or proceeding ("Claim") made or brought against the other party ("the Indemnified Party") by a third party arising out of (A) death, personal injury or damage to tangible property to the extent caused by the Indemnifying Party, and will indemnify the Indemnified Party for any damages, attorneys fees and costs finally awarded against it as a result of, or for amounts paid by Indemnified Party under a settlement approved in writing by the Indemnifying Party of, any such Claim, all of the foregoing to the extent caused by the Indemnifying Party or its personnel and (B) any alleged infringement of any third-party intellectual property rights by the Professional Services as provided by the Indemnifying Party, or Indemnified Party's use thereof when used as authorized under this Agreement, provided, however, that the Indemnifying Party will not be responsible for alleged infringement that is due to the combination of the Professional Services with goods or services provided by third parties, provided that the Indemnified Party: (i) promptly provides the Indemnifying Party notice of the Claim; (ii) gives the Indemnifying Party control of the defense and settlement of the Claim; and (iii) gives the Indemnifying Party all reasonable assistance. The above defense and indemnification obligations do not apply to the extent a Claim arises from Indemnified Party's breach of this Agreement, SOWs, Order Forms or gross negligent acts or willful misconduct of the Indemnified Party.

11.2. **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

12. **LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SOW OR ORDER, IN NO EVENT WILL SPRINGBROOK'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR PERFORMANCE OF ANY PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW OR ORDER.

12.1. **Exclusion of Damages.** NEITHER SPRINGBROOK NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROFESSIONAL SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR ANY SOW, CHANGE ORDER OR ORDER, INCLUDING FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT SPRINGBROOK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS PSA EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

13. **GENERAL**

13.1. **Notice.** Except as otherwise specified in this PSA, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Software (or such other address as the recipient may thereafter specify by notice given in accordance with

this Section 12.1). Customer's email address for communication and notice purposes relating to this PSA will be set forth on the applicable SOW or Order (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Springbrook at the above e-mail address.

13.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Professional Services or this PSA will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

13.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this PSA including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.

13.4. Relationship of Parties. Springbrook's relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA will be deemed to create any agency, partnership or joint venture relationship between the parties. Springbrook reserves the right to use third parties (who are under a covenant of confidentiality with Springbrook), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.

13.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this PSA will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.6. Severability. If any provision of this PSA is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this PSA will remain in effect.

13.7. Assignment. Customer may not assign or transfer this PSA or any SOW or Order hereunder, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this PSA will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8. Publicity. Subject to the provisions of Section 10, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the period of Customer's use of the Software, Springbrook may use Customer's name, trademarks, and logos (collectively, "Customer's Marks") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Professional Services and Software to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

13.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this PSA to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

13.10. Dispute Resolution This Agreement is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

13.11. Entire Agreement. The parties acknowledge that they have had previous discussions related to the performance by Springbrook of Professional Services for Customer and the possible strategies which may be used by Springbrook to implement the Software to achieve the requirements identified by Customer. This PSA, together with mutually agreed-upon attachments that are incorporated by reference herein, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this PSA is incorporated, any Customer Order or other order documentation, any SOW, or any CO will be incorporated into or form any part of this PSA unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or administrative document issued by Customer in connection with this PSA be deemed to modify, alter or expand this PSA, regardless of any failure of Springbrook to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this PSA unless agreed to in writing signed by a duly authorized representative of both parties. In the event of any inconsistency or conflict between the terms of this PSA, and an SOW (including finalized Change Orders), the terms of the fully executed SOW will control with regard to the project described.

IN WITNESS WHEREOF, the parties hereto have executed this PSA as of the dates listed below.

**SPRINGBROOK**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_  
(Month, Day, Year)

**CUSTOMER/CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

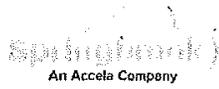
Its: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_  
(Month, Day, Year)

**EXHIBIT A**

Springbrook Professional Services Agreement

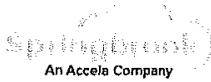
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**Sammamish, WA - City of - ORDER FORM**

*CLOUD SERVICES*

Order Detail	
General Information	
Customer Name	Sammamish, WA - City of
Customer Contact	Jennifer Dilley
Customer Address	801 228th SE, Sammamish, Washington, 98075
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook Professional Services terms found at <a href="https://accela.box.com/v/sprbrk-sves-terms">https://accela.box.com/v/sprbrk-sves-terms</a> .
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms, Professional Services start on the date listed in this Order Form, the applicable Statement of Work, or the Governing Agreement, as applicable.
Order Duration	Unless otherwise specified in the Special Order Terms, Professional Services continue for the duration as outlined in this Order Form, the applicable Statement of Work, or the Governing Agreement.
Special Order Terms	In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoices will be issued monthly as work is performed.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.



**SAMMAMISH, WA - CITY OF – ORDER FORM**

SOFTWARE MODULES

Order Detail	
General Information	
Customer Name	Sammamish, WA - City of
Customer Contact	Jennifer Dilley
Customer Address	801 228th SE, Sammamish, Washington, 98075
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook terms found at: <a href="https://accela.box.com/v/sprbrk-saas-terms">https://accela.box.com/v/sprbrk-saas-terms</a> .
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: - Software Licenses & Subscriptions start on the date of delivery by Springbrook and - Hosting and Support start on Springbrook's delivery of the software hosted and/or supported.
Order Duration	Unless otherwise specified in the Special Order Terms: - Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. - Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the invoice Date and payable net 30 days.
Special Payment Terms	None unless otherwise specified in this section.

# Agenda Bill

City Council Regular Meeting  
 March 19, 2019



<b>SUBJECT:</b>	Engineering Support Services Contract, 2019-2020 / Gray & Osborne, Inc.											
<b>DATE SUBMITTED:</b>	March 06, 2019											
<b>DEPARTMENT:</b>	Public Works											
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
<b>RECOMMENDATION:</b>	Authorize the City Manager to execute a contract with Gray & Osborne, Inc. for civil engineering design and support services as needed, not to exceed \$200,000.											
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Engineering Services Contract</a>											
<b>BUDGET:</b>	<table border="0"> <tr> <td><b>Total dollar amount</b></td> <td>\$200,000</td> <td><input checked="" type="checkbox"/> <b>Approved in budget</b></td> </tr> <tr> <td><b>Fund(s)</b></td> <td>Various Project Budgets</td> <td><input type="checkbox"/> <b>Budget reallocation required</b></td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> <b>No budgetary impact</b></td> </tr> </table>			<b>Total dollar amount</b>	\$200,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>	<b>Fund(s)</b>	Various Project Budgets	<input type="checkbox"/> <b>Budget reallocation required</b>			<input type="checkbox"/> <b>No budgetary impact</b>
<b>Total dollar amount</b>	\$200,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>										
<b>Fund(s)</b>	Various Project Budgets	<input type="checkbox"/> <b>Budget reallocation required</b>										
		<input type="checkbox"/> <b>No budgetary impact</b>										
<b>WORK PLAN FOCUS AREAS:</b>	<table border="0"> <tr> <td><input checked="" type="checkbox"/>  Transportation</td> <td><input type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input checked="" type="checkbox"/>  High Performing Government</td> <td><input type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
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<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation											
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability											

**NEEDED FROM COUNCIL:**

Shall the City enter into an Engineering Support Services Contract with Gray & Osborne, Inc.?

**KEY FACTS AND INFORMATION SUMMARY:**

The Public Works Department is seeking the services of Gray & Osborne, Inc. to provide civil engineering support services during the 2019-20 biennial budget duration. These services will primarily be used on small projects of short duration and limited scope.

Engineering support services contracts provide staff with the ability to quickly assign the work on an as needed basis. The ability to bring in experienced and specialized resources on an as-needed basis is an efficient model that provides results while minimizing costs. The extra resources available through this

support services agreement will assist staff in delivering quality projects and service to the Sammamish citizens.

**FINANCIAL IMPACT:**

With the acceptance of the contract, the total contract amount will be an amount not to exceed \$200,000. The cost of individual task orders authorized under this contract will be funded by individual projects or programs approved in the budget.

**OTHER ALTERNATIVES CONSIDERED:**

The alternative is to not have additional specialized civil engineering resources available, which would limit staff's ability to effectively meet needs that a smaller project could resolve quickly.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

**Transportation**

Goal T.3 Operations, Maintenance, Management and Safety. As a high priority, maintain, preserve, and operate the city's transportation system in a safe and functional state.

Goal T.4 Sustainability. Design and manage the city's transportation system to minimize the negative impacts of transportation on the natural environment, to promote public health and safety, and to achieve optimum efficiency.



CONTRACT NUMBER

801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.us

**AGREEMENT FOR SERVICES**

	Yes	No	
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 6

**This Agreement** is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: Gray and Osborne, Inc., hereinafter referred to as the "Consultant."  
 Project Description: Engineering Support Services  
 Commencing: (date) March 13, 2019  
 Terminating: (date) March 13, 2021

WHEREAS, the City desires to have certain services performed for its citizens; and  
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;  
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

- 1. Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
- 2. Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
  - a) This Agreement and all exhibits attached thereto;
  - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
  - c) The submitted project quote, bid or proposal
  - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
  - e) W-9 Request for Taxpayer Identification #
  - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
- 3. Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<b>The City shall pay the Consultant:</b>	Fill in applicable method of payment
	YES                  NO
According to the rates set forth in "Exhibit A"	<input type="checkbox"/> <input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$ 200,000
Other (ex. Hourly):	<b>As authorized by individual signed task order.</b>



3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, [ap@sammamish.us](mailto:ap@sammamish.us) for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

**4. Termination**

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**5. Indemnification/Hold Harmless.**

5.1 Consultant 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, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.



5.3 It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**6. Insurance.** (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

**6.1 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 Public Entity's recourse to any remedy available at law or in equity

**6.2 Minimum Scope of Insurance.** Consultant required insurance shall be of the types and coverage as stated below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

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

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**6.4 Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**6.5 Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

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

**6.7 Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.



**6.8 Notice of Cancellation.** The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**6.9 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 Public Entity may, after giving five (5) 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**7. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

**8. Non-Discrimination.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant 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.

**9. Non-Endorsement:** As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**10. Non-Collusion:** By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

**11. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

**12. Waiver.** Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**13. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**14. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

**15. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**16. Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.



**17. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**18. Record Keeping and Reporting.**

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

18.5 The Consultant 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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**19. Ownership of Documents** On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



**20. Notices.** Notices to the City of Sammamish shall be sent to the following address:  
 City of Sammamish  
 801 228<sup>th</sup> Avenue SE  
 Sammamish, WA 98075  
 Phone number: (425) 295-0500

Project Manager: Jed Ireland  
 Email: jireland@sammamish.us

Notices to the Consultant shall be sent to the following address:

Company Name: Gray & Osborne, Inc.  
 Contact Name: Brian L. Sourwine, P.E.  
 Street Address: 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144  
 Phone Number: (206) 284-0860  
 Email: bsourwine@g-o.com

**21. Applicable Law; Venue; Attorneys' 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 proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.

**22. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.



By signing below, you agree to all the terms and conditions herein.

**CITY OF SAMMAMISH, WASHINGTON:**

By:	Date:
Print Name:	Title:

**CONSULTANT: GRAY & OSBORNE, INC.**

By: <i>Michael B. Johnson</i>	Date: <i>2/28/19</i>
Print Name: Michael B. Johnson, P.E.	Title: President

**ATTEST/AUTHENTICATED:**

By:	Date:
Print Name:	City Clerk

**APPROVED TO AS FORM:**

By:	Date:
Print Name:	City Attorney



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

**EXHIBIT A**  
**Scope of Work**

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Gray & Osborne, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**1130 Rainier Avenue South, Suite 300**

**6** City, state, and ZIP code  
**Seattle, WA 98144**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

9	1	-	0	8	9	0	7	f	8
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Brenda E. Overmayer* Date ▶ *2-28-2019*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONTRACT NUMBER
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801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600  
www.ci.sammamish.us

## EXHIBIT A

### "2019 Civil Engineering Support Services"

The work under this Agreement shall consist of performing services and providing support related to the Scope below, herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sammamish. The Consultant shall furnish all services and labor necessary to accomplish the task(s), and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the Agreement, necessary to prepare and deliver to the City the documents and other deliverable item(s) requested by the City.

The City is not obligated to assign any specific number of tasks to the Consultant and the City's and Consultant's obligations hereunder are limited to the tasks assigned in writing. The City may require the Consultant to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

1. Roadway design, including roundabouts, traffic signals and non-motorized features
2. Site design (e.g. grading, storm drainage, utilities)
3. Hydraulic design
4. Trail design
5. Structural design, including retaining walls and parks structures
6. Construction inspection
7. Grant writing
8. Wetland and/or stream delineation, classification and mitigation plans

It is anticipated that the task assignments will vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments as requested. These scopes of work will define specific deliverables and budgets expected for each task assignment.

#### AUTHORIZATION OF WORK:

Work requested by the City shall be issued in writing. The request by the City should include the following information, which may be furnished in coordination with the Consultant:

1. Task Order title (Project Name)
2. Technical approach to the task, if needed
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/Hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The City will review and approve the Consultant's submittal for any work requested, or at the City's option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If after work has begun, the Consultant cannot meet the agreed schedule or cost, the Consultant shall immediately notify the City. Authorization of additional time or cost for approved work will be at the sole option of the City and will be made in writing. New budgets for any

**Exhibit A**

**new requests or extensions of previous work will be approved in writing by the City prior to beginning new work.**

**Work may begin when the Notice to Proceed is sent to the Consultant by the City, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.**

**The Consultant's hourly rates for various job descriptions and reimbursables is included as part of this Exhibit A.**

# Agenda Bill

City Council Regular Meeting  
 March 19, 2019



<b>SUBJECT:</b>	Surveying Support Services Contract, 2019-2010 / PACE Engineers, Inc.		
<b>DATE SUBMITTED:</b>	March 13, 2019		
<b>DEPARTMENT:</b>	Public Works		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Authorize the City Manager to execute a contract with PACE Engineers, Inc. for engineering survey support services as needed, not to exceed \$200,000.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Survey Support Services PACE</a>		
<b>BUDGET:</b>			
<b>Total dollar amount</b>	\$200,000	<input checked="" type="checkbox"/>	<b>Approved in budget</b>
<b>Fund(s)</b>	Various Project Budgets	<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**

Shall the City enter into a survey support services contract with PACE, Inc.?

**KEY FACTS AND INFORMATION SUMMARY:**

The Public Works Department is seeking the services of PACE Engineering, Inc. to provide professional survey support services during the 2019-20 biennial budget duration. These services will primarily be used to support surveying needs of short duration and limited scope, and will be used for smaller new and ongoing projects or programs.

The surveying support services contract will provide staff with the ability to quickly assign the work on an as needed basis. The ability to bring in experienced and specialized resources on an as-needed basis is an efficient model that provides results while minimizing costs. The extra resources available through

this support services agreement will assist staff in delivering quality projects and service to the Sammamish citizens.

**FINANCIAL IMPACT:**

With the acceptance of the contract, the total contract amount will be an amount not to exceed \$200,000. The cost of individual task orders authorized under this contract will be funded by individual projects or programs approved in the budget.

**OTHER ALTERNATIVES CONSIDERED:**

The alternative is to not have additional specialized engineering survey resources available, which would limit staff's ability to effectively meet projects needs.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

**Transportation**

Goal T.3 Operations, Maintenance, Management and Safety. As a high priority, maintain, preserve, and operate the city's transportation system in a safe and functional state.

Goal T.4 Sustainability. Design and manage the city's transportation system to minimize the negative impacts of transportation on the natural environment, to promote public health and safety, and to achieve optimum efficiency.



CONTRACT NUMBER

801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.us

AGREEMENT FOR SERVICES		
	Yes	No
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes – See Paragraph 6		

**This Agreement** is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: PACE Engineers, Inc., hereinafter referred to as the "Consultant."  
 Project Description: Survey Support Services  
 Commencing: (date) March 13, 2019  
 Terminating: (date) March 13, 2021

WHEREAS, the City desires to have certain services performed for its citizens; and  
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;  
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

- 1. Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
- 2. Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
  - a) This Agreement and all exhibits attached thereto;
  - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
  - c) The submitted project quote, bid or proposal
  - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
  - e) W-9 Request for Taxpayer Identification #
  - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

- 3. Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<b>The City shall pay the Consultant:</b>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit A"	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$ 200,000	
Other (ex. Hourly):	<b>As authorized by individual signed task order</b>	



3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, [ap@sammamish.us](mailto:ap@sammamish.us) for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

**4. Termination**

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**5. Indemnification/Hold Harmless.**

5.1 Consultant 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, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.



5.3 It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**6. Insurance.** (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

**6.1 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 Public Entity's recourse to any remedy available at law or in equity

**6.2 Minimum Scope of Insurance.** Consultant required insurance shall be of the types and coverage as stated below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01.
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

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

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**6.4 Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**6.5 Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

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

**6.7 Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.



**6.8 Notice of Cancellation.** The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**6.9 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 Public Entity may, after giving five (5) 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**7. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

**8. Non-Discrimination.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant 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.

**9. Non-Endorsement:** As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**10. Non-Collusion:** By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

**11. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

**12. Waiver.** Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**13. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**14. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

**15. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**16. Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.



**17. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**18. Record Keeping and Reporting.**

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56, RCW

18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

18.5 The Consultant 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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**19. Ownership of Documents** On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



**20. Notices.** Notices to the City of Sammamish shall be sent to the following address:  
 City of Sammamish  
 801 228<sup>th</sup> Avenue SE  
 Sammamish, WA 98075  
 Phone number: (425) 295-0500

Project Manager:       Jed Ireland  
 Email:                   jireland@sammamish.us

Notices to the Consultant shall be sent to the following address:

Company Name:       PACE Engineers, Inc.  
 Contact Name:       Jack Seeds, P.L.S.  
 Street Address:      11255 Kirkland Way, Kirkland, WA 98033  
 Phone Number:      425-827-2014  
 Email:                jacks@paceengrs.com

**21. Applicable Law; Venue; Attorneys' 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 proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

**22. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.



By signing below, you agree to all the terms and conditions herein.

**CITY OF SAMMAMISH, WASHINGTON:**

By:	Date:
Print Name:	Title:

**CONSULTANT:**

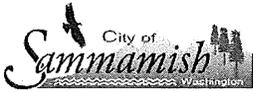
By: <i>David R. Fulton</i>	Date: March 4, 2019
Print Name: David R Fulton	Title: Sr. Principal Surveyor

**ATTEST/AUTHENTICATED:**

By:	Date:
Print Name:	City Clerk

**APPROVED TO AS FORM:**

By:	Date:
Print Name:	City Attorney



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
www.sammamish.us

**EXHIBIT A**  
**Scope of Work**

**EXHIBIT A  
SCOPE OF WORK**

CIVIL ENGINEERING SUPPORT SERVICES

PACE Engineers, Inc.

General Scope of Work

The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimates, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY'S and CONSULTANT'S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Engineering Review services may include general engineering plan review of subdivision and short plat engineering drawings and plan checking and design review of development application documents for compliance with CITY requirements.
- Survey services may include large and small-scale topographic, and hydrographic mapping, private boundary and public right of way determination, right of way plan preparations, imaging, geodetic surveying services, and construction surveying.
- Survey review services may include; short plats, long plats, binding site plans, planned unit developments, and boundary line adjustments.
- Other related work requested by the CITY

Consultant will be paid on either a time and materials basis in accordance with the rates presented in Exhibit D, or, at the City's option, a fixed fee as negotiated for a specific task.

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

# Agenda Bill

City Council Regular Meeting  
 March 19, 2019



<b>SUBJECT:</b>	Supplemental Agreement: Beaver and Pine Lakes Stewardship Program/King County Water and Land Resources Division	
<b>DATE SUBMITTED:</b>	March 10, 2019	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to execute a supplemental agreement to the existing Interlocal Agreement (C2007-157) between King County and the City for support services to implement the Beaver and Pine Lakes Stewardship Program.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Supplemental Agreement</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$63,730	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Engineering Professional Services (408-000-531-32-41-00)	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the City Council authorize the City Manager to execute a supplemental agreement to the existing Interlocal Agreement (C2007-157) between King County Water and Land Resources Division and the City for support services to implement the Beaver and Pine Lakes Stewardship Program?

**KEY FACTS AND INFORMATION SUMMARY:**

Water quality monitoring on Pine and Beaver Lakes are part of the [King County Lake Stewardship Program](#) and has been supported by the City since incorporation. This program supports volunteers who collect water quality data biweekly from May through October in 2019 and 2020. Volunteers will

be trained by King County to collect and store samples for laboratory testing. Measurements include surface water temperature and Secchi transparency, phosphorus, total nitrogen, and chlorophyll-a.

This water quality monitoring is part of the City’s adopted [Surface Water Quality and Riparian Habitat Monitoring Plan](#). The work is within the purview of the “Interlocal Agreement Between King County and the City of Sammamish for the Provision of Surface Water Services and Transfer of Drainage Facilities and Property Interests,” effective September 26, 2007 (2007 ILA).

**FINANCIAL IMPACT:**

The contract amount of \$63,730 is a programmatic expense in the approved 2019-2020 budget. This is an anticipated cost budgeted in the Surface Water Management Fund under Engineering Professional Services Account No. 408-000-531-32-41-00.

**OTHER ALTERNATIVES CONSIDERED:**

The Council may not approve these water quality support services in which Pine and Beaver Lakes will not be monitoring for years 2019 and 2020.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

**[City Comprehensive Plan:](#)**

[Environment and Conservation](#)

- Goal EC.1 Serve as a leader in environmental stewardship of the natural environment for current and future generations.
- Goal EC.2 Protect people, property and the environment in areas of natural hazards
- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

**[City of Sammamish Storm and Surface Water Management Comprehensive Plan \(2016\)](#)**

- Action G.1.4.A Conduct water quality monitoring, including providing funds for Ecology’s regional water quality monitoring program as an alternative to conducting an individual water quality monitoring program in accordance with the City’s NPDES Phase II Permit.
- Action G.1.4.B Develop program to monitor water quality of priority streams, wetlands, lakes, and stormwater runoff.

**Scope of Work  
City of Sammamish Lake Support Services 2019-2020**

The King County Water and Land Resources Division will provide services through the Lake Stewardship Program (KC-LSP, "The Program") to the City of Sammamish ("City") for monitoring water quality and quantity for Beaver Lake Basins 1 and 2 and Pine Lake on both an annual and seasonal basis. Services will be provided pursuant to the Interlocal Agreement, executed on 9/26/2007. This Scope of Work covers services conducted in 2019 and 2020.

Monitoring services include sample pickup and delivery to the King County Environmental Lab for analysis, compilation and quality control of data collected by volunteers, reporting the data back to the City and volunteers online or by other preferred means, and providing technical assistance to the City and the public regarding questions about water quality, best management practices, and ecosystem function.

**Annual monitoring program:**

KC-LSP will train designated volunteers in the correct methods for measuring daily precipitation and lake water levels, weekly measurements of surface water temperature and Secchi transparency, and observations on particles in the water, goose abundance, and gathering information on lake use. The Program will provide and maintain the proper equipment and will consult or supervise on proper installation and use. Volunteers will provide a boat and safety equipment necessary for getting to the specified sampling site on the lake.

KC-LSP will also provide blank field sheets or Excel spreadsheet templates for data reporting on a quarterly basis and will accept either completed field sheets or Excel files in return.

**Seasonal monitoring program:**

Volunteers will collect water samples on a biweekly basis from May through October for a total of 12 sampling events per season. KC-LSP will train volunteers in the correct sample collection and storage methods, measurements of surface water temperature and Secchi transparency, and making observations on particles in the water, goose abundance, and gathering information on lake use. The Program will provide proper sampling equipment and will be responsible for repair or replacement if necessary. The Program will also provide all sample bottles, properly labeled, and will pick up filled bottles at a designated site to deliver to the King County Environmental Lab for analysis.

During ten of the sampling events, water will be collected at one meter beneath the surface. The other two sampling events will collect depth profiles, during which water is collected from one meter beneath the surface, as well as near the middle and the bottom of the water column. Parameters analyzed during all sampling events are total phosphorus, total nitrogen, and chlorophyll-a. Additional parameters measured during depth profile sampling events are soluble reactive phosphorus, ammonia, nitrate/nitrite, alkalinity, and UV254 (water color).

Volunteers will also search for scum accumulations of cyanobacteria during the routine monitoring and, if found, will take a sample to be submitted to King County Environmental Labs for toxin analysis through the Washington State Toxic Algae program, with location identified. King County will provide technical assistance as needed for this effort.

**Database management, data analysis, quality assurance, and reporting:**

The Program will:

- enter all data received from monitors and the King County Environmental Lab into a database available online at the King County Small Lakes Data webpage;
- analyze all data for consistency and general water quality conditions;
- pursue explanations for anomalies and look for trends or indicators of change in the parameters over time;
- if requested, make management suggestions to the City or volunteers based upon the data and findings.

As part of the Program's annual update, a compilation of Pine and Beaver (2) Lake(s) data will be provided to City staff and volunteers. The Program will also provide Excel files of the data on request.

**Additional technical assistance:**

At the specific request of City staff, the Program can provide the following additional services outside the scope of seasonal and annual water quality monitoring activities:

- technical assistance to City staff on lake monitoring issues, such as collecting and analyzing additional samples and preparing technical memos
- special educational activities for City staff or residents on the nature and management of lake ecosystems

Additional outreach or monitoring assistance outside the scope of the Lake Stewardship Program will be billable by the hour and for materials or equipment required. Prior to providing services, KC-LSP and the City will agree in writing (can be via email) on a scope of work and cost ceiling for additional services provided. Billing for any services provided will be included in annual invoices to the City.

**Budget 2019-2020**

Sammamish- Pine and Beaver (2) Lakes	2019	2020
Seasonal WQ monitoring	\$29,505	\$30,975
Annual Monitoring ( Pine Lake)	\$625	\$625
Flat fee subtotal	\$30,130	\$31,600
Additional assistance	\$1,000	\$1,000
Total contract amount	\$31,130	\$32,600

Costs include staff salaries, lab costs, indirect charges, and equipment

**Authorized by City of Sammamish:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Authorized by King County:**

*Josh Baldi, Division Director*  
Name: \_\_\_\_\_

*[Signature]*  
Signature: \_\_\_\_\_

*2-1-19*  
Date: \_\_\_\_\_

**Draft**



## MINUTES

### City Council Special Meeting

---

6:30 PM - March 4, 2019

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the special meeting of the Sammamish City Council to order at 6:30 p.m.

**Councilmembers Present:**

Mayor Christie Malchow  
Deputy Mayor Karen Moran  
Councilmember Jason Ritchie  
Councilmember Ramiro Valderrama  
Councilmember Chris Ross  
Councilmember Tom Hornish  
Councilmember Pam Stuart

**Staff Present:**

City Manager Larry Patterson  
Management Analyst Mike Sugg  
City Attorney Michael Kenyon  
Deputy Clerk Lita Hachey

#### ROLL CALL

---

Roll was called.

#### PLEDGE OF ALLEGIANCE

---

Councilmember Hornish led the pledge.

#### APPROVAL OF AGENDA

---

**MOTION: Councilmember Ramiro Valderrama moved to approve the agenda. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.**

#### EXECUTIVE SESSION

---

To evaluate the qualifications of an applicant for public employment pursuant to RCW42.30.110(1)(g)

**Draft**

City Council retired to an executive session at 6:31 pm and returned at 7:25 pm with the following action:

**NEW BUSINESS**

---

**Discussion:** Selection of City Manager Candidates Finalists

Mike Sugg, Management Analyst and Lynelle Klein with Colin Baenziger & Associates, led a discussion and vote on the selection of the City Manager Candidate finalist.

**MOTION: Councilmember Pam Stuart moved to select the following City Manager candidates as finalists for interviews. Candidates 1, 2, 4, 5, & 7. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.**

**Discussion:** City Manager Recruitment

Mike Sugg, Management Analyst and Lynelle Klein with Colin Baenziger & Associates led a discussion on the schedule for interviews and final selection of a City Manager Candidate.

The following is the tentative schedule for interviews and meetings (to be verified with finalist availability):

- City Manager Candidates Tours and Individual Interviews, Friday, March 15, 2019 at 8:00 am - 5:00 pm
- Reception for City Manager Candidates, Friday, March 15, 2019 at 6:30 pm - 8:00 pm
- City Manager Candidates Individual and Group Interviews, Saturday, March 16, 2019 at 3:00 pm - 10:00 pm
- City Manager Candidates Interviews, Sunday, March 17, 2019 at 3:00 pm- 10:00 pm
- City Council Regular Meeting, Executive Session, Tuesday, March 19, 2019 at 6:30 - 10:00 pm
- City Council Executive Session, Wednesday, March 20, 2019 at 6:30 pm - 10:00 pm
- City Council Executive Session, Thursday, March 21, 2019 at 6:30 - 10:00 pm
- City Council Special Meeting, Tuesday, March 26, 2019 at 6:30 - 10:00 pm

**ADJOURNMENT**

---

The meeting adjourned at 7:42 pm

**MOTION: Councilmember Ramiro Valderrama moved to adjourn. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.**

\_\_\_\_\_  
Lita Hachey, Deputy City Clerk

\_\_\_\_\_  
Christie Malchow, Mayor

**Draft**



## MINUTES

### City Council Regular Meeting

---

6:30 PM - March 5, 2019

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

**Councilmembers Present:**

Mayor Christie Malchow  
Deputy Mayor Karen Moran  
Councilmember Jason Ritchie  
Councilmember Ramiro Valderrama  
Councilmember Chris Ross  
Councilmember Tom Hornish  
Councilmember Pam Stuart

**Staff Present:**

City Manager Larry Patterson  
Director of Community Development Jeff Thomas  
Management Analyst Miryam Laytner  
Director of Parks & Recreation Angie Feser  
Deputy Director of Parks & Recreation Anjali Myer  
Deputy Director of Public Works Cheryl Paston  
City Engineer Andrew Zagars  
Senior Stormwater Program Manager Tawni Dalziel  
Senior Stormwater Engineer Danika Globokar  
Management Analyst Mike Sugg  
Community Services Coordinator Rita Badh  
City Attorney Michael Kenyon  
Deputy Clerk Lita Hachey

**ROLL CALL**

---

Roll was called.

**PLEDGE OF ALLEGIANCE**

---

Councilmember Pamela Stuart led the pledge.

**Draft**

**APPROVAL OF AGENDA**

---

Councilmember Tom Hornish requested that Item # 2 - Resolution: Adopting The City's Human Services Strategic Plan be removed from the Consent Calendar and placed under Unfinished Business.

**MOTION: Councilmember Ramiro Valderrama moved to approve the agenda as amended. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.**

**PUBLIC COMMENT**

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**Linde Behringer , 629 E Lk Sammamish Shore Ln NE**, spoke regarding the Kokanee and the fish stream on her property, related to George Davis Creek.

**Mary Wictor, 408 208th Ave NE**, spoke regarding the Inglewood area drainage . Submitted written comments.

**CONSENT CALENDAR**

---

**Approval:** Claims For Period Ending March 5, 2019 In The Amount Of \$3,175,100.71 For Check No. 52855 Through 53269

**Resolution:** ~~Adopting The City's Human Services Strategic Plan (R2019-828)~~

**Contract:** SharePoint Implementation Planning and Project Consulting / Stoneshare

**Contract:** 2019-2020 Inspection and Geotechnical Analysis / HWA

**Supplemental Agreement:** Mobile Mechanic Services / Auto Doctor

**Approval:** Minutes for the February 5, 2019 Regular Meeting

**Approval:** Minutes for the February 19, 2019 Regular Meeting

**MOTION: Councilmember Tom Hornish moved to approve the consent agenda as amended. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.**

**PRESENTATIONS / PROCLAMATIONS**

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**Proclamation:** Declaring our Commitment to Being Welcoming, Inclusive, and Caring Communities for All

The entire Council shared the reading of the proclamation.

**PUBLIC HEARINGS - NONE**

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**UNFINISHED BUSINESS**

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**Discussion:** Stormwater Code Amendments

Tawni Dalziel, Sr. Stormwater Program Manager led the discussion and review of the Stormwater

**Draft**

code amendments and showed a presentation.

Council gave the following direction to staff to move forward with the items discussed and continue to develop code revisions and to return on April 16, 2019.

Issue 1 – Drainage Review Thresholds in Critical Areas

- For additions where there is an existing single family residential home, use 500 SF of new impervious surface.
- For vacant lots, use 0 SF of new impervious surface.
- Provide to Council a spreadsheet showing when drainage review would be required using a different percentage thresholds of existing plus proposed impervious surface in order to determine if 35% is the right percentage for a threshold.

Issue 2 - Exemptions/Exceptions to Core Requirements

- Council confirmed bifurcating the Critical Drainage Areas into two areas (areas that drain to landslide hazard areas and areas that drain to Pine/Beaver Lakes).
- Council confirmed that siting formal flow control and water quality facilities on single family residential lots may conflict with tree retention and increase risk of erosion/landslide.
- Staff will provide a list of reasons in which the Public Works Director would consider when granting exemptions/exceptions to Core Requirements.

Issue 3 – Tightline Requirements

- Council requests a list of examples that would be included as “acceptable alternatives” to tightline requirement. For example, existing ditch and culvert system.
- Council requests to better understand City legal consequences of vacant lots not being able to construct a single family residence due to the tightline requirement.

Issue 4 – Inglewood Plat Ordinance

- Council will decide on repeal when other issues are addressed.

**City Council took a break from 8:03 pm until 8:10 pm**

**Resolution: Adopting The City’s Human Services Strategic Plan**

Rita Badh, Human Services Coordinator and Mike Sugg, Management Analyst spoke regarding the Human Services Strategic Plan.

**MOTION: Councilmember Tom Hornish moved to to table the City’s Human Service Strategic Plan and return at the March 12, 2019 Study Session.**

**Mayor Christie Malchow seconded. Motion carried 5-2 with Councilmember Jason Ritchie and Councilmember Pam Stuart dissenting.**

**NEW BUSINESS**

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**Resolution:** Approving The 2019 Budget And Work Plan Program For A Regional Coalition For Housing (ARCH) (R2019-828)

Miryam Laytner, Management Analyst introduced Mike Stanger and Lindsay Masters from ARCH, who

**Draft**

presented information on the budget and work plan program.

**MOTION: Councilmember Tom Hornish moved to approve the 2019 budget and work plan program for a Regional Coalition for Housing (ARCH) (R2019-819) Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.**

**COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS**

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Mayor Christie Malchow submitted a written report.

Councilmember Pam Stuart submitted a written report.

Councilmembers Chris Ross and Tom Hornish met with members of the YMCA today and reviewed the financial presentation.

Councilmember Jason Ritchie spoke regarding the unity event in Klahanie.

**CITY MANAGER REPORT**

---

Interim City Manager, Larry Patterson spoke regarding the draft schedule for the City Manager Recruitment interviews. Councilmember Tom Hornish agreed with moving the Sunday Executive session and vote to the meeting on March 19, 2019.

**MOTION: Deputy Mayor Karen Moran moved to select additional candidate numbers 3 & 6 from the City Manager finalists. Councilmember Chris Ross seconded. Motion carried unanimously 7-0.**

**MOTION: Councilmember Tom Hornish moved to move the Sunday, March 17th, Executive Session and the vote to the Tuesday, March 19, 2019 Regular Meeting. Councilmember Chris Ross seconded. Motion carried unanimously 7-0.**

**EXECUTIVE SESSION**

---

Potential Land Acquisition pursuant to RCW42.30.110(1)(b)

City Council retired to an executive session at 8:40 pm and returned at 9:18 pm with the following action:

**MOTION: Councilmember Pam Stuart moved to authorize the City Manager to proceed with an Administrative Settlement and purchase a portion of real property on parcel number 3325069174 in the amount of \$85,000 plus associated closing costs for the purpose of SE 4th Street Improvement Project. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.**

**MOTION: Councilmember Pam Stuart moved to authorize the City Manager to proceed with an Administrative Settlement and purchase a portion of real property on parcel 3325069028 in the amount of \$100,000 plus associated closing costs for the purpose of SE 4th St Improvement Project. Councilmember Chris Ross seconded. Motion carried unanimously 7-0.**

**ADJOURNMENT**

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**Draft**

The meeting adjourned at 9:22 pm.

**MOTION: Councilmember Pam Stuart moved to adjourn. Councilmember Ramiro Valderrama seconded. Motion carried unanimously 7-0.**

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Lita Hachey, Deputy City Clerk

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Christie Malchow, Mayor

**Draft**



**NOTES**

**City Council Study Session**

**6:30 PM - March 12, 2019**

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the study session of the Sammamish City Council to order at 6:30 p.m.

**PUBLIC COMMENT**

**Jan Bird**, 3310 221 Ave SE, spoke regarding the Klahanie Park and the Queen's Bog.

**Diane Weinstein**, 24165 SE 45th Pl, spoke regarding the Queen's Bog in the Klahanie Park.

**Bonnie Anderson**, 24116 SE 45 Pl, spoke regarding the use of artificial turf on the Klahanie Park fields and the dangerous affects on the bogs, people and the environment.

**Sharon Steinbis**, 24923 SE 49th St, spoke regarding the Klahanie Park and the Queen's Bog.

**Anne Yorba**, 25025 SE Klahanie Blvd, spoke regarding the Klahanie Park, the possible use of artificial turf and the disturbance to the natural environment.

**Mary Victor**, 408 208th Ave NE, spoke regarding the Klahanie Park Master Plan. Submitted written comments available upon request to the City Clerk, [Melonie Anderson](#).

**Tom Harmon**, spoke regarding the Queen's Bog in the Klahanie Park.

**TOPICS**

**Presentation:** Klahanie Park Master Plan Discussion - Hopes, Dreams, and Concerns

Angie Feser, Director of Parks & Recreation introduced Shelby Perrault, Parks Project Manager and Juliet Vong with Hough, Beck and Baird Inc., who gave a presentation on the Klahanie Park Master Plan and discussed each Councilmembers Hopes, Dreams and Concerns.

City Council took a five minute break at 7:55 pm

**Draft**

**Presentation:** Issaquah-Pine Lake Road Traffic Analysis

Cheryl Paston, Interim Director of Public Works introduced Jed Ireland, Senior Project Engineer and consultants Scott Soiseth and Josh Anderson with David Evans & Associates.

**Discussion:** City Council Goals for 2019/20

Interim City Manager, Larry Patterson led Council in a discussion on the City Council Goals and Objectives for 2019 and 2020.

**ADJOURNMENT**

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The meeting adjourned at 10:04 pm.



World Autism Awareness Day

Sammamish, Washington

# Proclamation World Autism Awareness Day April 2, 2019



World Autism Awareness Day

**WHEREAS,** autism is a pervasive developmental disorder affecting the social, communication and behavioral skills of those affected by it, and,

**WHEREAS,** as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 68 children nationally and,

**WHEREAS,** while there is no cure for autism, it is well-documented that if individuals with autism receive early and intensive treatment throughout their lives, they lead significantly improved lives, and,

**WHEREAS,** individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial burdens autism can present,

**WHEREAS,** Autism Speaks.org is spearheading an awareness effort in order to educate parents, professionals and the general public about autism and its effects,

**NOW, THEREFORE BE IT RESOLVED** that I, **Mayor Christie Malchow**, on behalf of the Sammamish City Council, do hereby proclaim **April 2, 2019** as **WORLD AUTISM AWARENESS DAY** in the **City of Sammamish**, and urge all employees and residents to participate in our municipality's National Autism Awareness Month activities, in order to become better educated about autism and create a better community for individuals with autism.

\_\_\_\_\_  
Mayor, Christie Malchow

\_\_\_\_\_  
Date



# Agenda Bill

City Council Regular Meeting  
 March 19, 2019



<b>SUBJECT:</b>	Lower Commons to Big Rock Park Trail Easement - Condemnation of Open Space in Balmoral Division No. 1											
<b>DATE SUBMITTED:</b>	March 08, 2019											
<b>DEPARTMENT:</b>	Parks & Recreation											
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
<b>RECOMMENDATION:</b>	Should City Council adopt the Condemnation Ordinance for the Lower Commons to Big Rock Park Trail Easement?											
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - LC to BRP Trail Easement Condemnation Ordinance</a> <a href="#">2. Exhibit 2 - LC to BRP Trail Exhibit</a> <a href="#">3. Exhibit 3 - Legal Description 0509000TRCT</a> <a href="#">4. Exhibit 4 - LC to BRP Trail Route Options Analysis</a> <a href="#">5. Exhibit 5 - PowerPoint Presentation</a>											
<b>BUDGET:</b>	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$60,000</td> <td><input checked="" type="checkbox"/> <b>Approved in budget</b></td> </tr> <tr> <td>Fund(s)</td> <td>302-337-594-76-61-00</td> <td><input type="checkbox"/> <b>Budget reallocation required</b></td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> <b>No budgetary impact</b></td> </tr> </table>			Total dollar amount	\$60,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>	Fund(s)	302-337-594-76-61-00	<input type="checkbox"/> <b>Budget reallocation required</b>			<input type="checkbox"/> <b>No budgetary impact</b>
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		<input type="checkbox"/> <b>No budgetary impact</b>										
<b>WORK PLAN FOCUS AREAS:</b>	<table border="0"> <tr> <td><input checked="" type="checkbox"/>  Transportation</td> <td><input type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input checked="" type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input type="checkbox"/>  High Performing Government</td> <td><input checked="" type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
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<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability											

**NEEDED FROM COUNCIL:**  
 Should City Council adopt the Condemnation Ordinance for the Lower Commons to Big Rock Park Trail Easement?

**KEY FACTS AND INFORMATION SUMMARY:**  
 The purpose of this agenda item is consideration of City Council, to approve an Ordinance to condemn a 20' wide easement across the open space tract of the Balmoral Subdivision, to complete a proposed

trail connection, noted in the City's Trails, Bikeways and Paths plan as early as 2004 and adopted in the 2018 Parks, Recreation and Open Space Plan.

**Project Summary**

The City of Sammamish is working to acquire the northern half of an easement to connect Sammamish Commons and future Town Center to Big Rock Park and Beaton Hill Park at SE 8th Street. This connection will support a key non-motorized loop and also connect the neighboring residential areas to city services provided at Sammamish Commons and the future Town Center Development.

The potential trail corridor requires the City to purchase two connecting 20-foot wide trail easements through open space tracts owned by two single-family subdivisions, Lancaster Ridge and Balmoral Division No. 1. To clarify, the trail easement will be housed within the commonly owned open space tract for each development and will not encroach into the individual lots themselves. The intended improvements within the easement are a 5-foot wide pedestrian-only soft-surface trail that will work with existing grades and meander around existing trees.

Lancaster Ridge, the southern half of the easement, has an incorporated homeowner's association (HOA), and the City completed acquisition of the trail access easement in February 2018 after collaborating with the HOA for about three years.

Balmoral Division No. 1 does not have an incorporated or binding Homeowner's Association; therefore, negotiations and secured agreements need to be made with each of the nine (9) lot owners. To assist with communication, a real estate consultant with experience in public land acquisition has been contracted since 2013. To date, the City does not have consensus for acquisition among all nine property owners.

The 2018 Parks, Recreation & Open Space (PRO) Plan builds on the planning effort of the 2012 PRO plan and the 2004 TBP Plan. Public input of the PRO Plan documented the top priorities for citizens which include purchasing land for and building new trails for walking, biking, and hiking. The Sammamish Commons and Town Center Trail, linking Big Rock Park, Commons and Town Center was identified in the top five locations for recommended trail networks in the City.

**Project Background**

The 2004 Trails, Bikeways and Paths (TBP) Plan, identified the Sammamish Commons Trail discussed in this agenda bill, as a priority under recreation based Trail and Path Improvement Projects.

In 2013, staff began the research and site analysis phase of the trail project. Five (5) route options were evaluated and considered with this proposed trail as the preferred option. Information about the potential trail corridor from GIS maps, land surveys, and previous wetland delineations were used to help determine an ideal route for a soft-surface, 5-foot wide proposed trail. Once a route was identified, City staff contacted property owners within Lancaster Ridge and Balmoral Developments to discuss acquiring a trail easement.

Between 2013-2016, the City contracted consultants to perform a wetland and stream reconnaissance to evaluate a potential trail alignment, as well as appraisals for the 20-foot wide easement to provide

for a meandering 5-foot wide trail. City Council authorized staff to begin negotiating easement acquisitions for both of the tracts in January 2017.

The City completed acquisition of the easement from the Lancaster HOA in February 2018. The Lancaster HOA was compensated \$42,500 for a 20' wide and roughly 400' of access easement. As an HOA, the acquisition required approval by the organization and therefore, a majority of the membership.

Because the Balmoral Development does not have an HOA, an acquisition requires an agreement with all nine land owners. An offer letter was sent via certified mail to each of the Balmoral residents January 16, 2018 with an offer of \$6,666.67 (1/9 interest in \$60,000). The acquisition amount of \$60,000 for a the 20' x 640' trail easement is supported by an appraisal dated December 7, 2016. Not all nine land owners responded affirmatively to the easement purchase offer so no purchase agreement resulted.

On October 16, 2018, a formal notification letter was sent to all nine affected property owners within the Balmoral indicating that City may need to exercise its right of eminent domain and would be holding a public hearing and consideration of a condemnation ordinance. Acquisition negotiations were and still are, available during this time. At the November 20th Special City Council meeting, the Council heard public comments related to the condemnation ordinance and chose to extend the public hearing until the next regular council meeting on December 4, 2018.

At the December 4, 2018 council meeting, Council heard public comments related to the condemnation ordinance. Council closed the public hearing portion of the meeting and voted to delay the vote to consider adoption of the condemnation ordinance. As an amendment to the motion, Council requested a staff update no later than March 30, 2019.

On March 6, 2019, the Parks and Recreation Commission were presented the original five (5) trail route options, updated for recent area developments. The Commission voted unanimously to recommend the Option #3 trail alignment through the Balmoral and Lancaster Ridge Open Space Tracts as the preferred route.

As required by the condemnation process, in February 2019, City staff proceeded with a second formal notification process to inform the Balmoral property owners that Council will hold a third public hearing and consideration of the adoption of a condemnation ordinance on March 19, 2019.

#### **FINANCIAL IMPACT:**

The anticipated costs to purchase the easement is approximately \$60,000. The amount of \$1,000,000 is allocated in the 2019 Parks Capital Improvement Plan (CIP) for Land Acquisition. In addition, the current adopted Parks CIP identifies \$300,000 for this project, but under the name of The Sammamish Commons Trail. This project has been identified and funded in the Parks CIP since 2013; and has been carried forward since that time.

#### **OTHER ALTERNATIVES CONSIDERED:**

The Council may choose not to adopt the Condemnation Ordinance and the condemnation process for the trail easement will not progress.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[2004 Trails, Bikeways and Paths Plan](#)

[2018 Parks, Recreation, and Open Space](#)

[2017-2022 Parks Capital Improvement Plan](#)

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE No. O2019-\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AUTHORIZING USE OF  
CONDEMNATION PURSUANT TO CHAPTER 8.12 RCW AS  
REQUIRED FOR THE LOWER COMMONS TO BIG ROCK  
PARK TRAIL; AUTHORIZING PAYMENT THEREFORE  
FROM THE CITY'S PARKS CAPITAL IMPROVEMENT  
PROGRAM FUND AND OTHERWISE FROM THE  
GENERAL FUNDS OF THE CITY; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

WHEREAS, City of Sammamish (“City”) residents have identified trails as a top priority in the park system and desire to have a network of interconnected, single- and multi-use trails for walking, running and cycling to promote connectivity between parks, neighborhoods and public amenities or destinations; and

WHEREAS, with the development of the Town Center, the City has an opportunity to create a trail corridor that links not only to the Sammamish Commons, but could be expanded to connect to Big Rock Park; and

WHEREAS, in creating a trail corridor, the City seeks to connect two City parks, the Lower Commons Park and Big Rock Park (the “Lower Commons to Big Rock Park Trail”); and

WHEREAS, the Lower Commons to Big Rock Park Trail has been a priority for the City since 2004, as identified in the City’s Trails, Bikeways and Paths Plan; and

WHEREAS, the Sammamish Commons Trail Connection Phase I: Lower Sammamish Commons to Big Rock Park has been funded in the City’s Parks Capital Improvement Plan (“CIP”) since 2013; and

WHEREAS, the Sammamish Commons & Town Center Trail – linking Big Rock Park, the Commons, and Town Center - has been identified as a priority trail connection for the City, as identified in the City’s 2018 Parks, Recreation, and Open Space Plan (“PRO”); and

WHEREAS, the goals, objectives, and policies presented in the 2018 PRO Plan reflect and amplify the goals, objectives, and policies that are referenced in the City of Sammamish Comprehensive Plan; and

WHEREAS, two single-family subdivisions, the Balmoral Division No. 1 (“Balmoral Division”) and Lancaster Ridge, are located between the two parks. Each subdivision has private open space that provides the potential for a trail connection; and

WHEREAS, in 2018, the City successfully negotiated with Lancaster Ridge residents to obtain an easement through their open space to accommodate the Lower Commons to Big Rock Park Trail; and

WHEREAS, the Balmoral Division open space property is an open space tract held in common ownership by nine owners of individual properties, depicted in Exhibit A and legally described in Exhibit B (“the Take Property”); and

WHEREAS, on-going efforts to acquire the Take Property by negotiation and agreement are being undertaken by the City and its agents; and

WHEREAS, in the event that negotiated acquisition of the Take Property is not fully successful in advance of the anticipated commencement of construction, it is essential that the City be prepared to initiate condemnation proceedings; and

WHEREAS, payment of just compensation for the Take Property acquired through condemnation and costs of litigation should be made from the City’s Parks CIP, and otherwise from the general funds of the City; and

WHEREAS, in 2013, the Parks Department were considering five (5) trail route options, and, at that time, staff recommended the trail alignment through the Balmoral Division and Lancaster Ridge Open Space Tracts as the preferred; and

WHEREAS, the City invited and held a public site meeting on May 7, 2015 to discuss the project; and

WHEREAS, the City has been in contact with the residents of Balmoral Division since 2013 by e-mail, phone, and letter to update and continue communication about the project; and

WHEREAS, City Council has been annually updated about the project as early as 2013 during the annual City Council Retreats; and

WHEREAS, the City provided notice of its intention to authorize condemnation by eminent domain October 18, 2018; and

WHEREAS, on November 20, 2018, the City Council held a Special City Council meeting, wherein the City Council heard and considered public comments relating to the condemnation of the Take Property and, after due consideration, chose to extend the public hearing until the next Regular Council meeting on December 4, 2018; and

WHEREAS, on December 4, 2018, at its Regular Council Meeting, the City Council held a duly-noticed public hearing relating to the condemnation of the Take Property; the City Council heard and considered public comments related to the condemnation; and

WHEREAS, the City Council closed the public hearing portion of the December 4, 2018

Regular Council Meeting and, after discussion, voted to delay the vote to further consider condemnation of the Take Property; and

WHEREAS, on March 6, 2019, at its Regular Meeting, the Parks and Recreation Commission were presented five (5) trail route options and, after due consideration, voted unanimously to recommend the trail alignment through the Balmoral Division and Lancaster Ridge Open Space Tracts as the preferred route; and

WHEREAS, the City Council finds that acquisition of the Take Property for the Lower Commons to Big Rock Park Trail is for a public use, in the public interest, and is necessary; and

WHEREAS, the City has provided notice of the adoption of this final action authorizing condemnation in the manner set forth in RCW 8.12.005 and 8.25.290;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Declaration of Public Use and Necessity. Acquisition of real property and property rights for the Lower Commons to Big Rock Park Trail Project, which will connect two City parks—the Lower Commons and the Big Rock Park—is for a public use, in the public interest, and is necessary. The Lower Commons Park to Big Rock Park Trail will be used for necessary open space, park, and recreation purposes. The Lower Commons to Big Rock Park Trail will be constructed and maintained for the benefit of the public. The City Council specifically declares that acquisition of the real property and property rights legally described in Exhibit A and depicted in Exhibit B, attached hereto and by this reference fully incorporated herein, is necessary for the public use of establishing the Lower Commons to Big Rock Park Trail.

Section 2. Authorization to Exercise Power of Eminent Domain. The City Attorney is hereby authorized to commence condemnation proceedings to acquire the real property and property rights legally described in Exhibit A and depicted in Exhibit B under the City's power of eminent domain pursuant to Chapter 8.12 RCW.

Section 3. Compensation. Compensation to be paid to the owners of the properties identified in Section 2, above, and costs and expenses of litigation authorized by this Ordinance, shall be paid from the City's Parks Capital Improvement Plan, and otherwise from the general funds of the City.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Christie Malchow

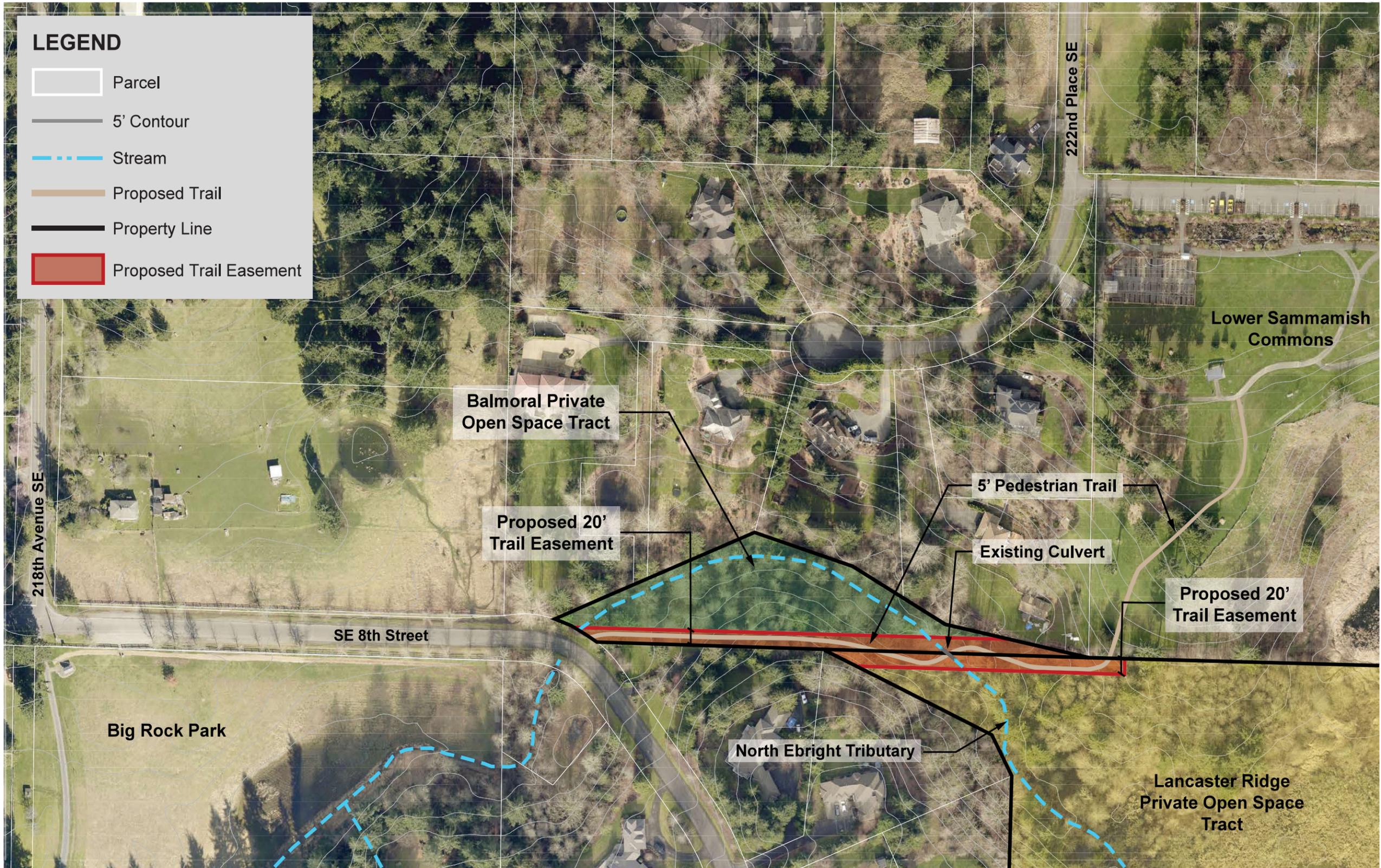
ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:  
Public Hearing:  
First Reading:  
Public Hearing:  
Second Reading:  
Passed by the City Council:  
Date of Publication:  
Effective Date:



02/06/18, Updated 02/26/18

Lower Sammamish Commons to Big Rock Park Trail Connection



**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

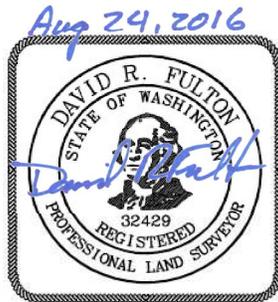
Tract C of the Plat of Balmoral Division Number 1 as recorded in Volume 131 of Plats, Pages 92 and 93, records of King County, Washington;

Situate in the City of Sammamish, County of King, State of Washington

**LEGAL DESCRIPTION OF ACCESS EASEMENT**

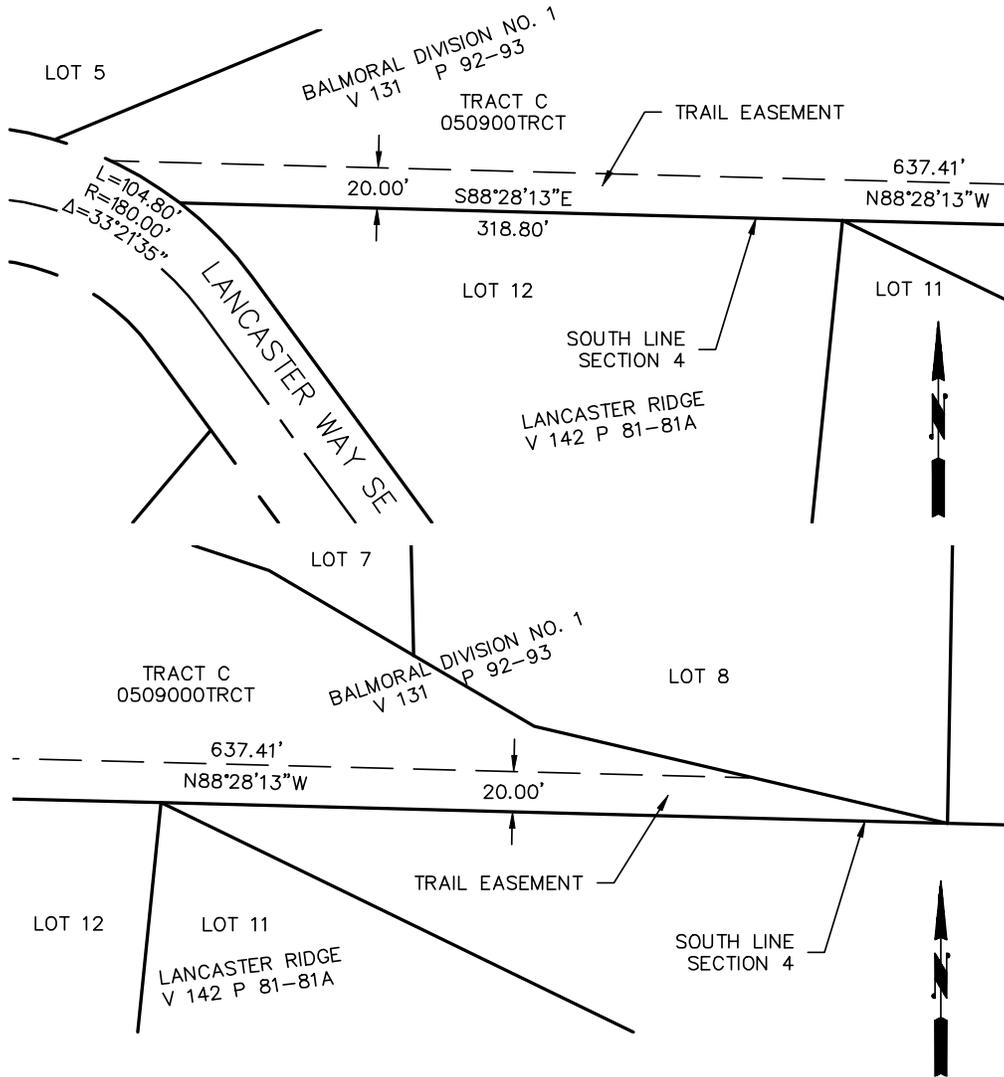
The South 20 feet of Tract C of the Plat of Balmoral Division Number 1 as recorded in Volume 131 of Plats, Pages 92 and 93, records of King County, Washington;

Containing 13,375 square feet or 0.307 acres more or less.



# EXHIBIT MAP

## BALMORAL DIV 1 TRAIL EASEMENT



11255 Kirkland Way, Suite 300  
Kirkland, WA 98033  
p. 425.827.2014 | f. 425.827.5043  
Civil | Structural | Planning | Survey  
paceengrs.com

SCALE: 1" = 80' FILE: \14520.10.07-EASE.DWG DATE: 08/23/2016 DWL PROJ. NO.: 14520.12




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**Department of Parks and Recreation**

Date: March 18, 2019

To: City Council  
Larry Patterson, Interim City Manager

From: Angie Feser, Director of Parks and Recreation

Subject: Lower Sammamish Commons to Big Rock Park Trail Route Options Analysis

---

This memo includes two sets of Lower Sammamish Commons to Big Rock Park trail easement options; the original option analysis memo dated April 8, 2013 memorializing the pros and cons considered for each option nearly six years ago and a current analysis of the same five options incorporating the surrounding land use developments and changes to make the more relevant to today's situation. The original Option Memo from 2013 is at the end of this document with the most current options discussed first. A copy of that memo was emailed to City Council on December 3, 2018.

**Updated Route Options**

In addition, in preparation for the March 19<sup>th</sup> council presentation, staff recently updated the five options to include surrounding developments including the acquisition, development and opening of Big Rock Park A in 2016; donation of Big Rock Park B (2017), acquisition of Beaton Hill Park (2018), north and adjacent to Beaton Hill Park the construction of Inglewood Hills housing development (2019), the current SE 4<sup>th</sup> Street improvements (2019) and progress of Town Center development.

The five options are summarized in this table with each option illustrated in more detail and including pros and cons. The research, cost estimates, accumulate elevation change and inclusion of more detailed data was conducted by the City's Parks Planning staff members including three licensed Landscape Architects.

**Recommended Route**

Option #3 is the currently recommended route for a number of reasons including lowest cost, shortest distance, better experience (not having to travel on sidewalks adjacent to traffic), utilizing private open space land rather than private property and the fact that the southern half of the easement was purchased by Council in 2018.

**Route Options Summary**

	Option Thumbnail	Rough Estimate	Public / Private/ Private Open Space (POS)	Distance (in miles)	Elevation Change	Trail Experience	Critical Area?	Meets ADAS?
ROUTE OPTION #1		\$900,000	•ROW •Private •Storm Tract •POS (1)	0.3	Low (85')	Paved trail - local road - soft surface	Yes	No
ROUTE OPTION #2		\$300,000	•Private •POS (1)	0.3	Low (85')	Paved trail - soft surface	Yes	No
ROUTE OPTION #3		\$300,000	•POS (2)	0.3	Low (85')	Paved trail - soft surface	Yes	No
ROUTE OPTION #4		\$2,500,000	•Park •POS (1) •Storm Tract •ROW	0.75	Severe (165')	Paved trail - soft surface - local road	Yes	No
ROUTE OPTION #5		\$2,400,000	•ROW	0.75	Moderate (120')	Paved trail - arterial road	No	No

Each of the route options are presented with more detail below. As part of the analysis consideration for the route options, a common starting point for all 5 options was identified. The beginning location is approximately the center of the Lower Commons Park, at the eastern end of the parking lot. A person can park, easily access the existing trail network and restrooms within the park. This starting point also reflects a central location traveling to and from the future Town Center.

Route Option #1

The alignment utilizes the existing asphalt trail through the park until reaching the unimproved residential street 222<sup>nd</sup> Place SE, which does not currently have a sidewalk section. The trail continues down a private driveway and between two properties until turning south through a City storm tract. At the end of the tract, this route still needs to travel through the private open space tract held by the Balmoral property owners, then crosses Lancaster Way SE and ends at Big Rock Park Site A.

**Updated Route Option #1**



**PROS**

- Utilizes city-owned storm tract
- Low grade change

**CONS**

- Direct impact to 2 privately-owned properties (A & B)
- Requires plat alteration for storm tract
- No sidewalk on 222nd Place SE
- Requires easement over Balmoral Open Space Tract (C)
- Most impact to stream
- Not identified in planning documents

**Route Option #2**

This trail alignment utilizes existing asphalt trail within Lower Commons. However, additional soft-surface trail would need to be built within the park to the lower corner. The trail would then travel through private property (noted as Property D) before entering the private open space held by Balmoral, and finally crossing Lancaster Way SE toward Big Rock Park A.

This option was considered in 2013 because at the time, the property owners of D were agreeable to selling an easement over their property. However, they are no longer willing to do so, making this option obsolete today.

**Updated Route Option #2**



**PROS**

- Low amount of grade change
- Utilizes existing culvert for stream crossing
- Recreation trail separated from vehicular traffic
- Identified in the TBP Plan & 2018 PRO Plan
- Short, direct route

**CONS**

- Property owner (D) not interested in selling easement over private property
- Requires easement over Balmoral Open Space Tract (C)

Route Option #3 – Recommended Route

This trail alignment is similar to #2 and again utilizes some existing trail within Lower Commons. Additional trail would need to be built to access the lower corner of the park.

The trail would then travel west through the private open space tract held by the Lancaster HOA, before entering the private open space tract held by Balmoral, and finally crossing Lancaster Way SE toward Big Rock Park A. This is the preferred route.

**Updated Route Option #3**



**PROS**

- No direct impacts to privately-owned property
- Low amount of grade change
- Utilizes existing culvert for stream crossing
- Recreation trail separated from vehicular traffic
- Identified in the TBP Plan & 2018 PRO Plan
- Short, direct route
- Already acquired easement through Lancaster in 2018

**CONS**

- Requires easement over both Balmoral and Lancaster Private Open Space Tracts (C & E)

Route Option #4

This trail alignment begins in Lower Commons Park, connecting to a new soft surface trail at the lowest point in the park and near the spray pad and lower restroom. The new soft surface trail would then travel southwest along the creek and downhill of the YMCA parking lot, through the private open space held by Lancaster, continuing through an existing City-owned storm tract, and turn northwest along the unimproved Lancaster Way toward Big Rock Park A.

Updated Route Option #4



**PROS**

- No direct impacts to privately-owned property
- Identified in the 2018 PRO Plan
- Route could be extended to connect to Big Rock Park, Site B

**CONS**

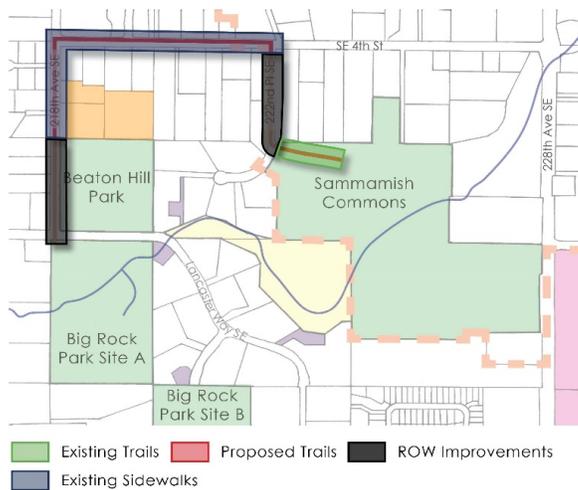
- Severe amount of grade change
- Requires plat alteration for storm tract
- Requires 2<sup>nd</sup> easement negotiation with Lancaster HOA (E)
- No sidewalk on Lancaster Way SE
- Longer route

Route Option #5

This route option exists almost entirely within City owned ROW. From Lower Commons Park, the route would travel north along the unimproved 222<sup>nd</sup> Place SE, turn west along SE 4<sup>th</sup>, before again turning south (and along 218<sup>th</sup>) toward Big Rock Park Site A.

Since 2013, ROW improvements have been completed along 218<sup>th</sup> as part of the Inglewood development, and improvements are under construction along SE 4<sup>th</sup> as part Town Center Planning efforts. SE 4<sup>th</sup> construction is slated for completion summer 2020.

**Updated Route Option #5**



**PROS**

- No direct impacts to privately-owned property
- Does not require easement
- Does not require storm tract alteration

**CONS**

- Moderate amount of grade change
- Requires half street improvements to provide sidewalks and safe travel
  - No sidewalk on 222<sup>nd</sup> Place SE
  - No sidewalk connection between Inglewood development and Big Rock Park Site A
- Longer route
- Travel along arterial traffic route



Attachment #1

## Department of Parks and Recreation

801 - 228<sup>TH</sup> AVENUE SE • SAMMAMISH, WASHINGTON 98075 • TEL 425-295-0500 • FAX 425-295-0600 • WWW.CI.SAMMAMISH.WA.US

Date: April 8, 2013

To: Jessi Bon, Director of Parks and Recreation

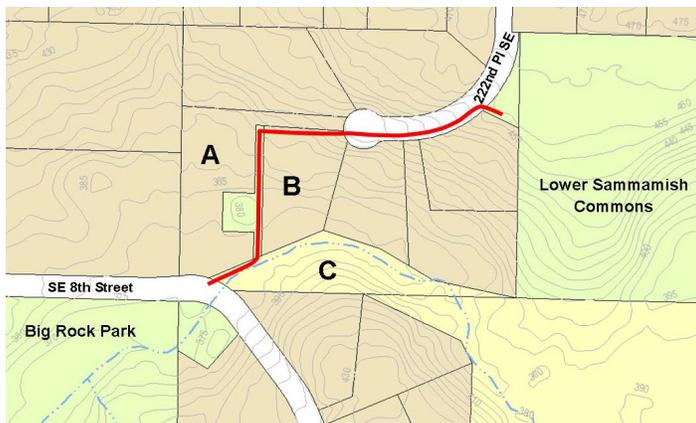
From: Linda Frkuska, Deputy Director of Parks and Recreation

Subject: Lower Sammamish Commons to Big Rock Park Trail Route Options

A pedestrian connection between the Lower Sammamish Commons and Big Rock Park is budgeted in the 2013-2014 Parks Capital Improvement Plan (shown as Sammamish Commons Trail Phase 1) over the next two years for design and construction.

Several route options exist but the fifth option is the only one that does not need to travel through privately owned land for the connection. The advantages and disadvantages for each option are discussed. Within the graphics, brown represents private land, green City owned land, and yellow is HOA open space.

### Route Option 1



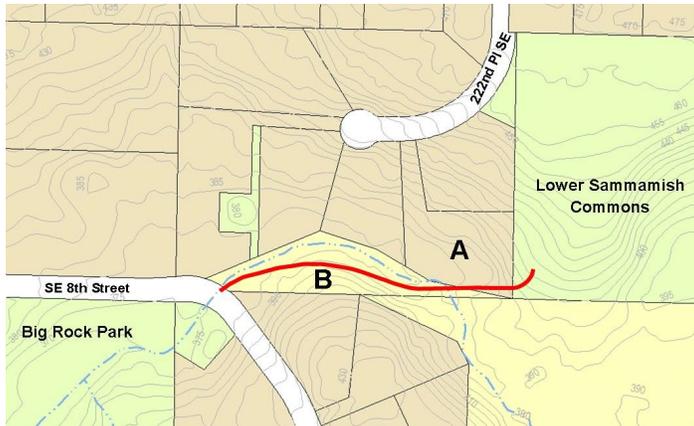
The advantages to this route are:

- One property owner direct negotiation (parcel B A)
- Minimal impact to existing stream
- Shortest route so least amount of improvements
- Relatively minimal disturbance to entire HOA

Disadvantages:

- No existing sidewalk on 222<sup>nd</sup> Place SE – pedestrian exposure to vehicles
- Need entire HOA in agreement for private open space use (parcel C)
- Requires easement or purchase of private property owner's land (parcel B)
- Direct impact to two adjacent neighbors (parcels A and B)

**Route Option 2**



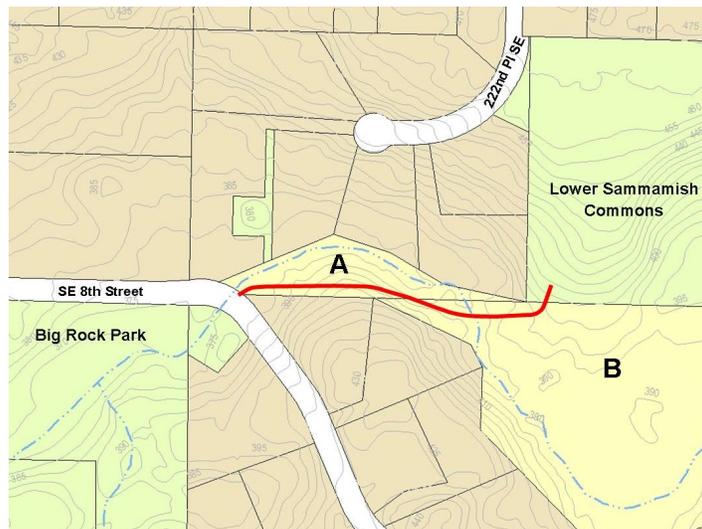
The advantages to this route are:

- One property owner who has indicated in past is willing to offer easement (parcel A)
- Minimal disturbance to adjacent neighbors
- Minimal exposure to vehicles

Disadvantages:

- Grades are challenging
- Need entire HOA in agreement for private open space use (parcel B)
- Requires easement or purchase of private property owner's land (parcel A)
- Direct impact to stream

**Route Option 3**



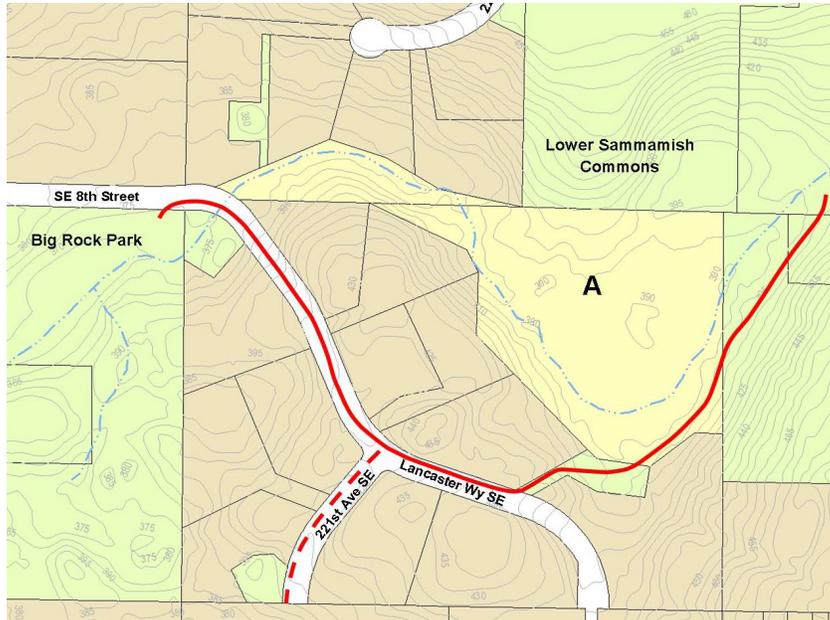
The advantages to this route are:

- No homeowner direct impacts
- Minimal disturbance to adjacent neighbors
- Minimal exposure to vehicles

Disadvantages:

- Grades are challenging
- Need two separate HOAs in agreement for private open space use (parcels A and B)
- Direct impact to stream

### Route Option 4



The advantages to this route are:

- No homeowner direct impacts
- Minimal disturbance to adjacent neighbors
- Minimal stream impacts
- Future secondary access to SE 8<sup>th</sup> Street Park Site B along 221<sup>st</sup> Ave SE

Disadvantages:

- Grades are challenging
- Longest route to SE 8<sup>th</sup> Street Park Site A
- Need entire HOA in agreement for private open space use (parcel A)
- No existing sidewalk on Lancaster Way SE – extensive exposure to vehicles

**Route Option 5**

The advantages to this route are:

- No homeowner direct impacts
- Approximately 640 lf of sidewalk exists (shown as green line)
- No stream impacts
- No need to acquire private land
- Adds to existing sidewalk network

Disadvantages:

- Cost (PW advises ~\$1M+/-) – approximately 2,140 lf of sidewalk needed (shown in red)
- Pedestrians must cross SE 4<sup>th</sup> Street to get to sidewalk
- ROW construction indirect impacts on neighbors
- Longer route between parks

P:/Park Planning/Sammamish Commons/Lower Sammamish Commons/Trail to Big Rock Park/Design/Administrative/Summary Reports/Memo Trail Route Options 4-8-13.doc



# Lower Commons to Big Rock Park Trail Connection

City Council Regular Meeting  
March 19<sup>th</sup>, 2019



# Presentation Topics

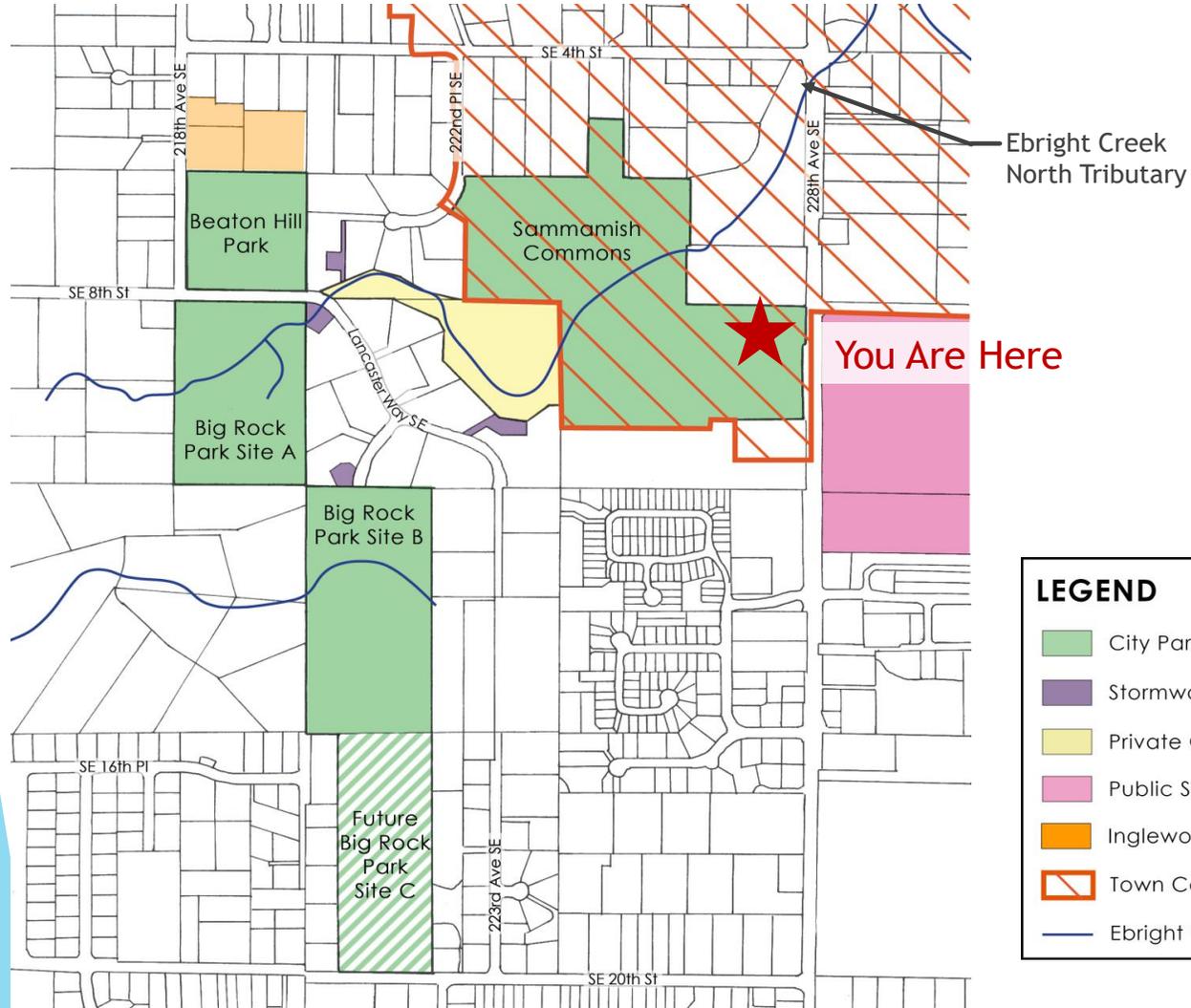
- Project Summary
  - Background
- Trail Route Options



# Project Summary



# Location/Map Orientation

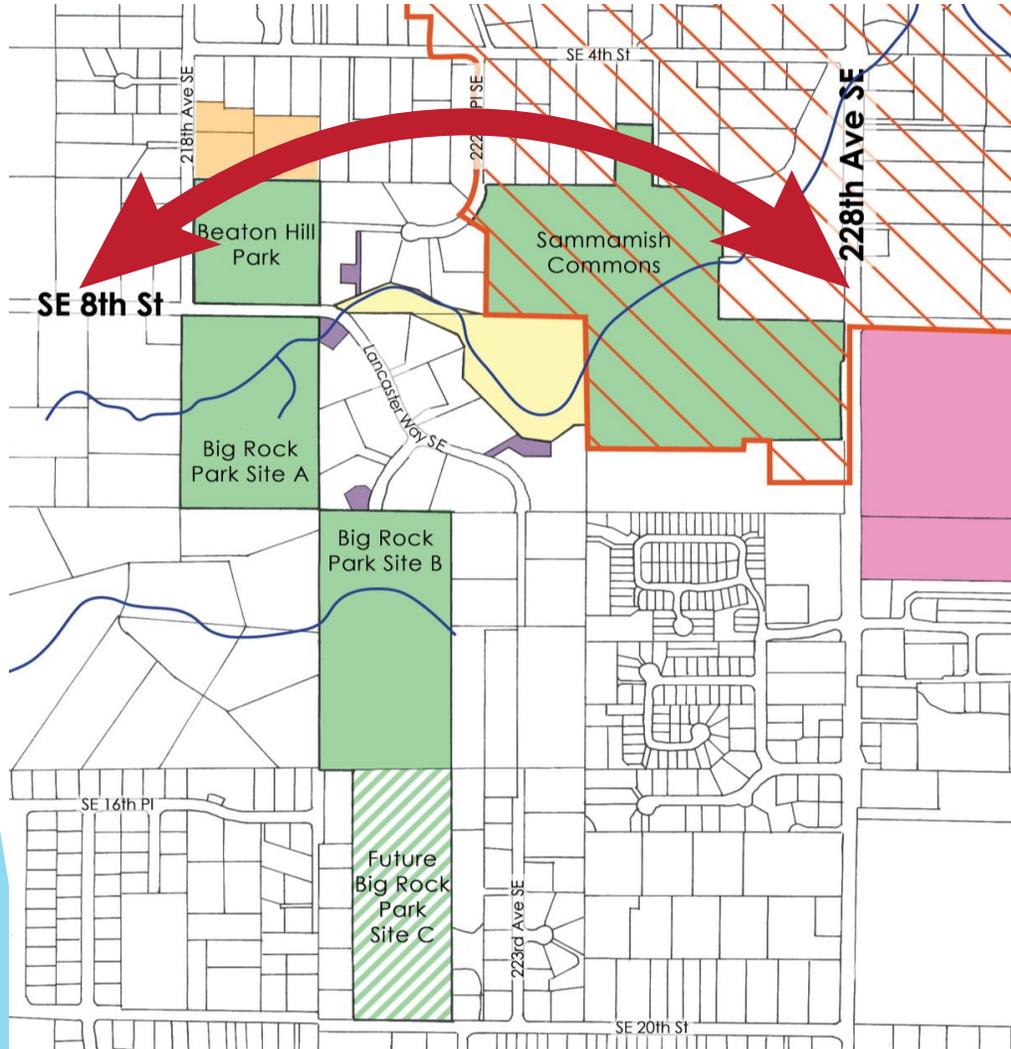


**LEGEND**

- City Parks
- Stormwater Facilities
- Private Open Space Tracts
- Public Schools
- Inglewood Development
- Town Center Limits
- Ebright Creek and Tributary



# Vision for Connectivity



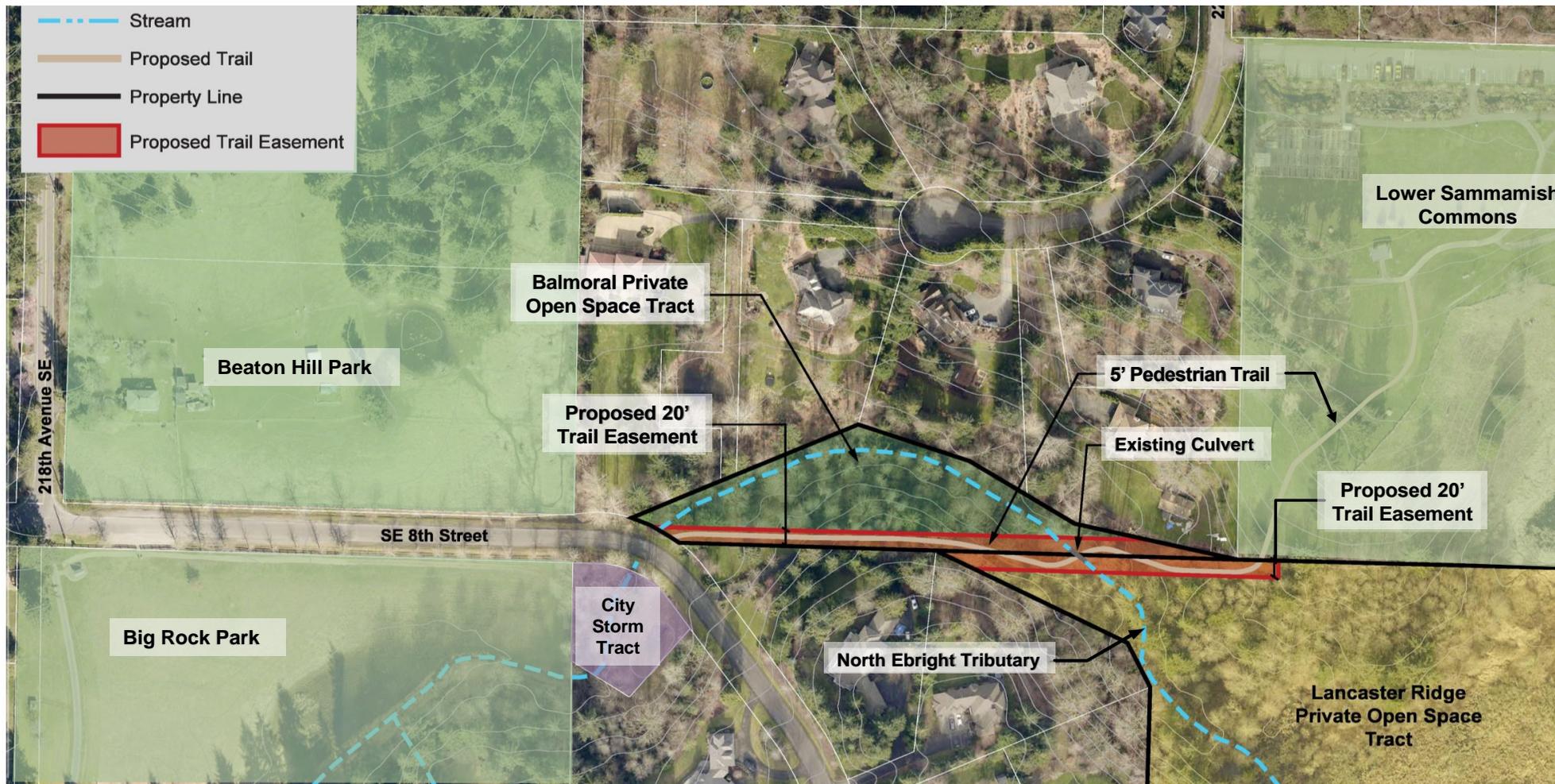
- ▶ 2004 Trails, Bikeways, and Paths Plan (TBP Plan)
- ▶ 2018 Parks, Recreation, and Open Space Plan (PRO Plan)

**LEGEND**

- City Parks
- Stormwater Facilities
- Private Open Space Tracts
- Public Schools
- Inglewood Development
- Town Center Limits
- Ebright Creek and Tributary



# Preferred Conceptual Trail Plan

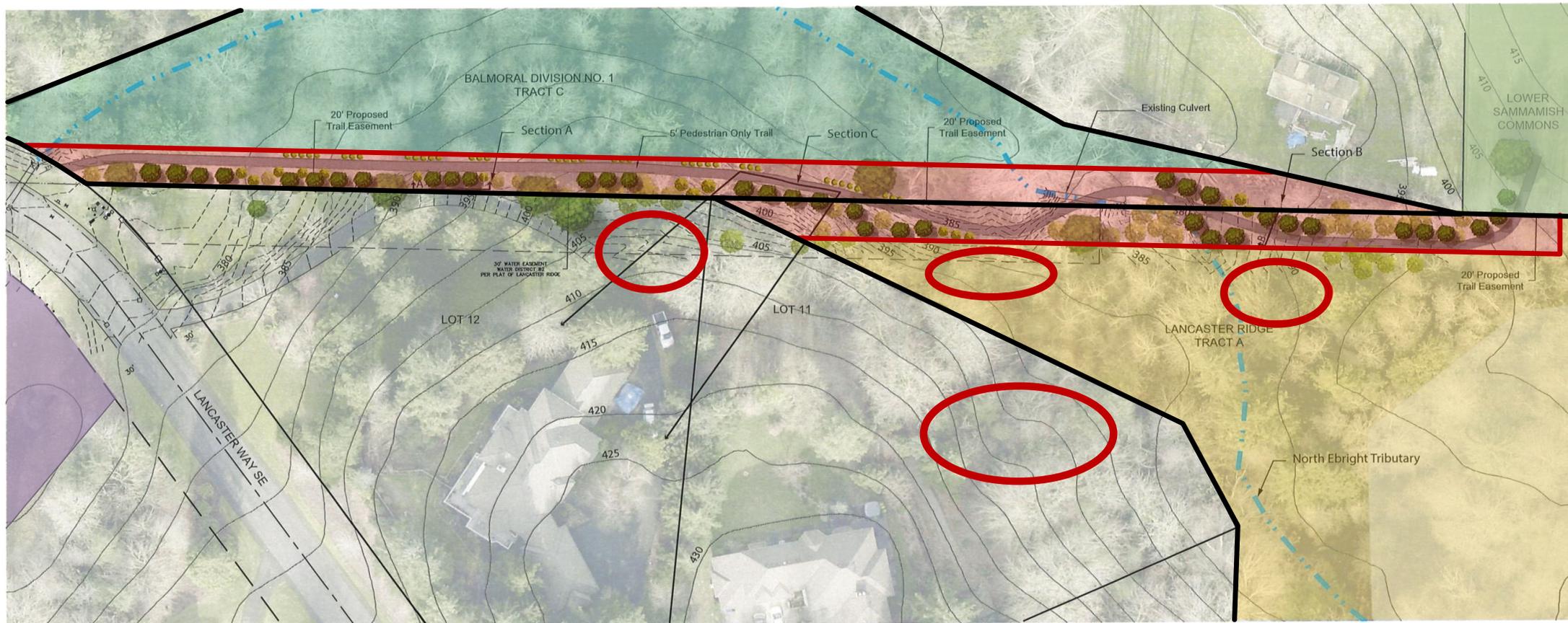


02/06/18, Updated 02/26/18

Lower Sammamish Commons to Big Rock Park Trail Connection



# Preferred Conceptual Trail Plan - Discussion with Lancaster



Trail Layout Plan

12/04/18

SCALE: 1" = 50'



7

# Site Photos



- ▶ Photos from trail location within Lancaster easement
  - ▶ #1 - west (left of star)
  - ▶ down trail corridor
  - ▶ #2 - House A
  - ▶ #3 - House B

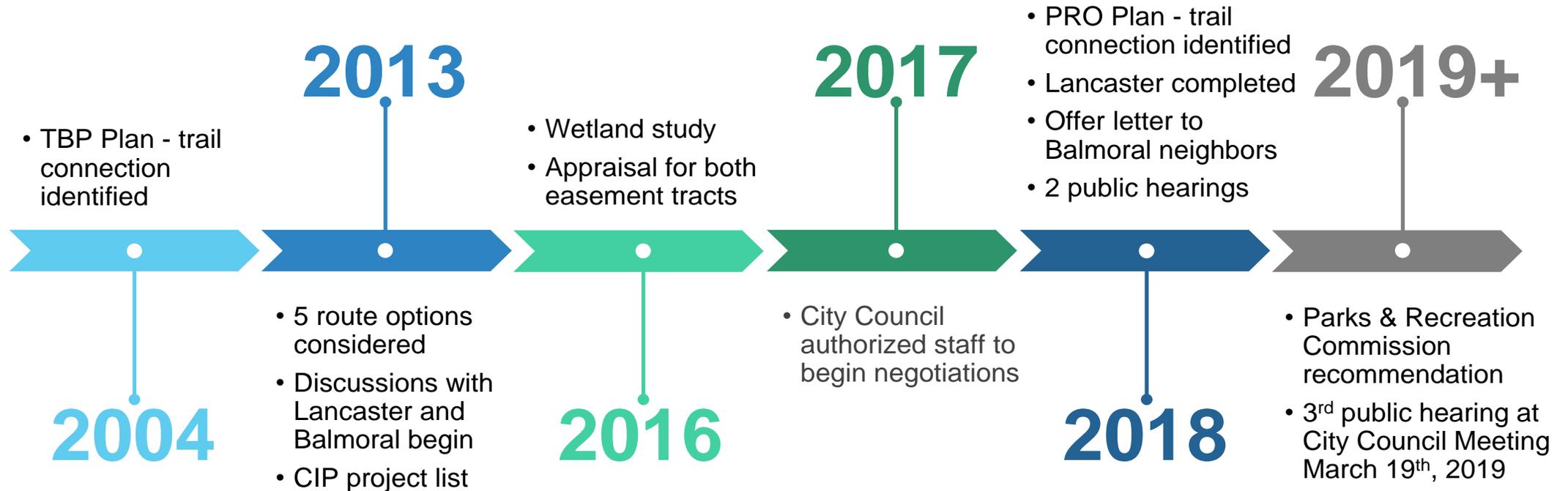




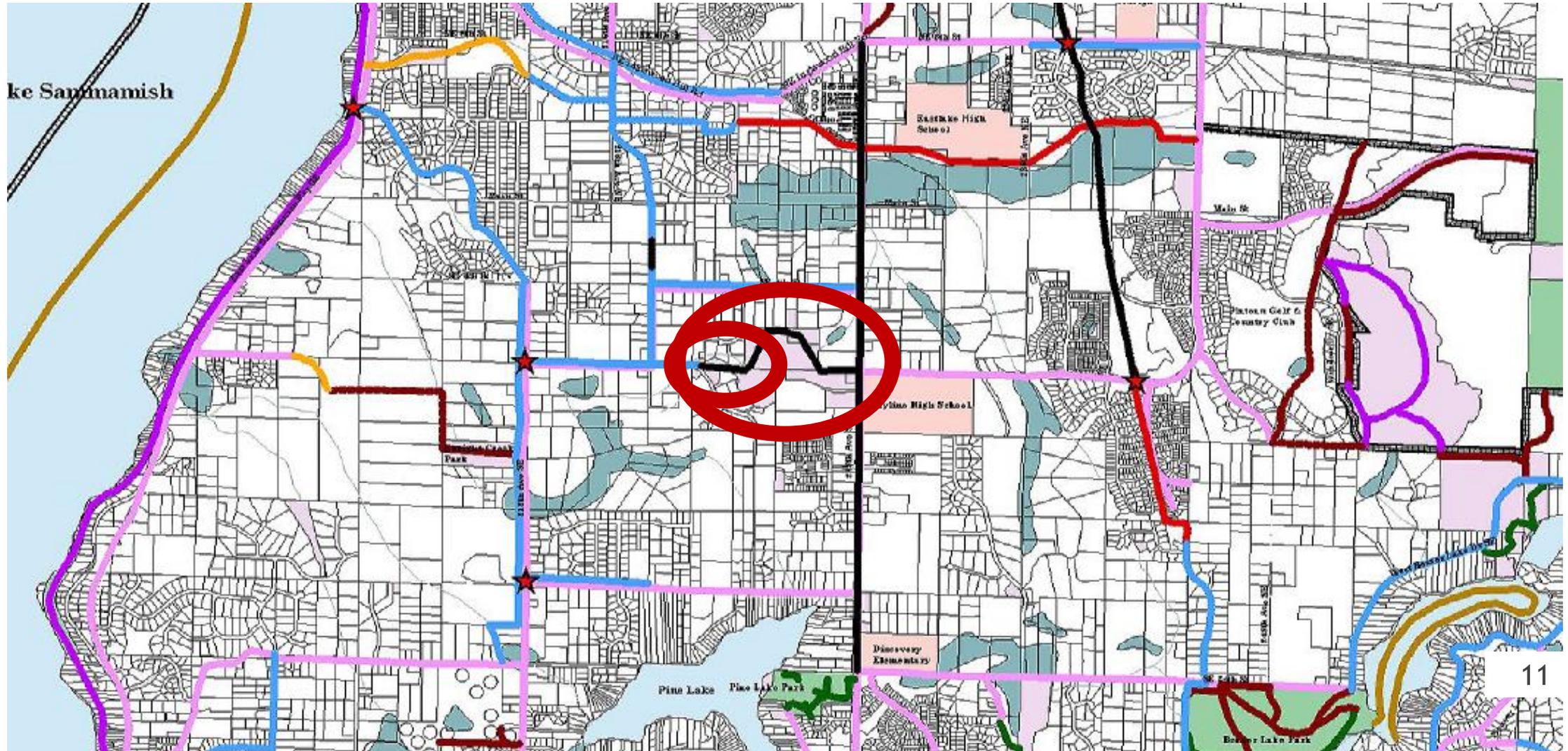
# Project Background



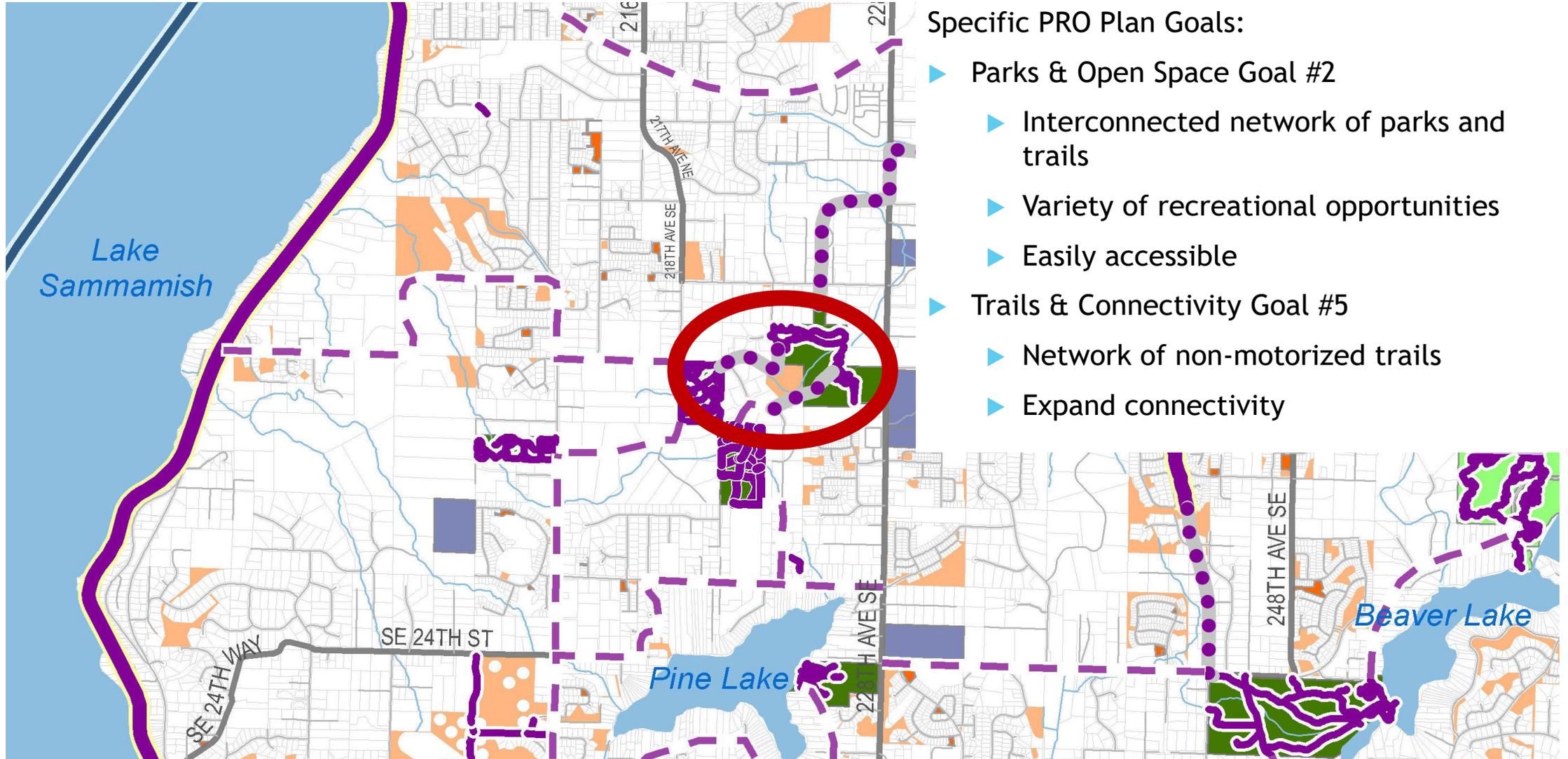
# History & Timeline



# 2004 TBP Plan | Proposed Trail System



# 2018 PRO Plan | Proposed Trail System



## Specific PRO Plan Goals:

- ▶ Parks & Open Space Goal #2
  - ▶ Interconnected network of parks and trails
  - ▶ Variety of recreational opportunities
  - ▶ Easily accessible
- ▶ Trails & Connectivity Goal #5
  - ▶ Network of non-motorized trails
  - ▶ Expand connectivity



# Trail Routes Considered

# Route Option #1



## PROS

- Utilizes city-owned storm tract
- Low grade change

## CONS

- Direct impact to 2 privately-owned properties (A & B)
- Requires plat alteration for storm tract
- No sidewalk on 222nd Place SE
- Requires easement over Balmoral Open Space Tract (C)
- Most impact to stream
- Not identified in planning documents

# Route Option #2



## PROS

- Low amount of grade change
- Utilizes existing culvert for stream crossing
- Recreation trail separated from vehicular traffic
- Identified in the TBP Plan & 2018 PRO Plan
- Short, direct route

## CONS

- Property owner (D) not interested in selling easement over private property
- Requires easement over Balmoral Open Space Tract (C)

# Route Option #3



## PROS

- No direct impacts to privately-owned property
- Low amount of grade change
- Utilizes existing culvert for stream crossing
- Recreation trail separated from vehicular traffic
- Identified in the TBP Plan & 2018 PRO Plan
- Short, direct route
- Already acquired easement through Lancaster in 2018

## CONS

- Requires easement over both Balmoral and Lancaster Private Open Space Tracts (C & E)

# Route Option #4



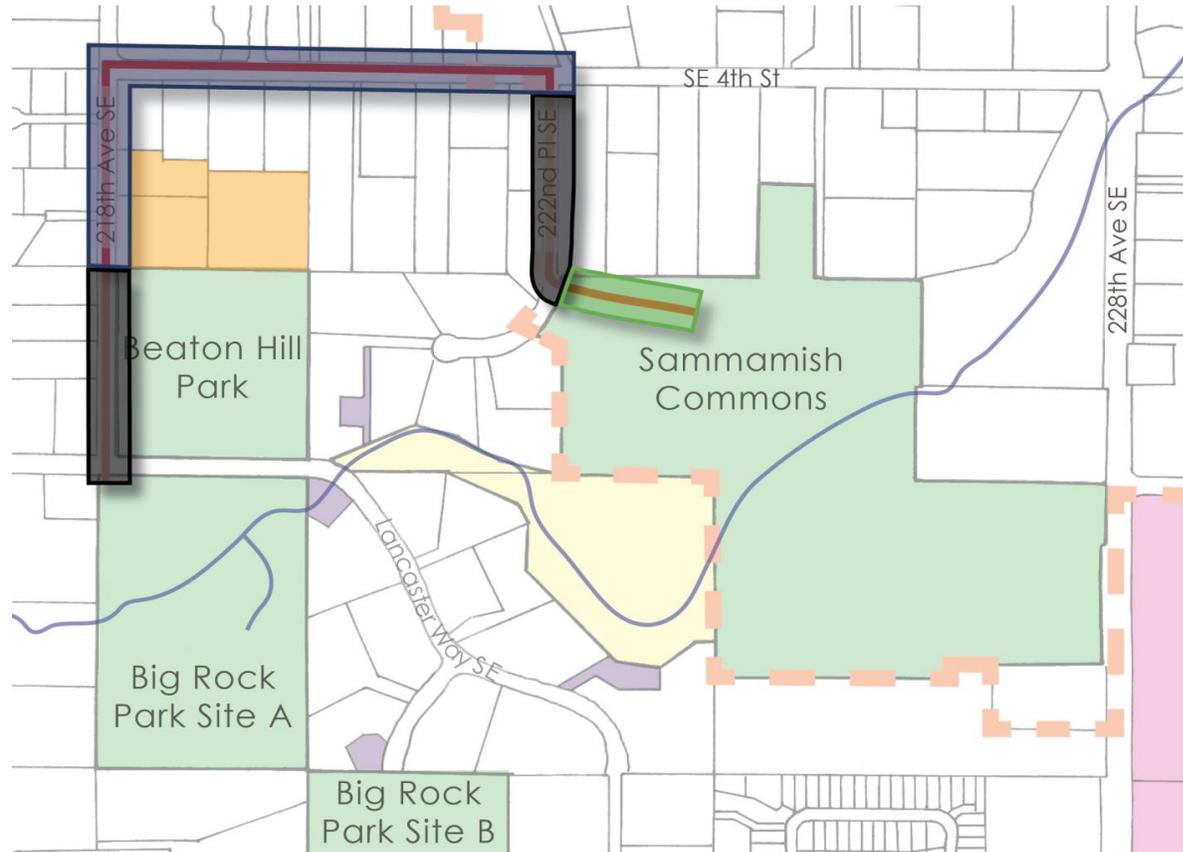
## PROS

- No direct impacts to privately-owned property
- Identified in the 2018 PRO Plan
- Route could be extended to connect to Big Rock Park, Site B

## CONS

- Severe amount of grade change
- Requires plat alteration for storm tract
- Requires 2<sup>nd</sup> easement negotiation with Lancaster HOA (E)
- No sidewalk on Lancaster Way SE
- Longer route

# Route Option #5

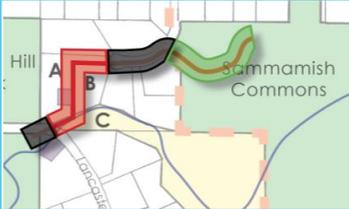


## PROS

- No direct impacts to privately-owned property
- Does not require easement
- Does not require storm tract alteration

## CONS

- Moderate amount of grade change
- Requires half street improvements to provide sidewalks and safe travel
  - No sidewalk on 222nd Place SE
  - No sidewalk connection between Inglewood development and Big Rock Park Site A
- Longer route
- Travel along arterial traffic route

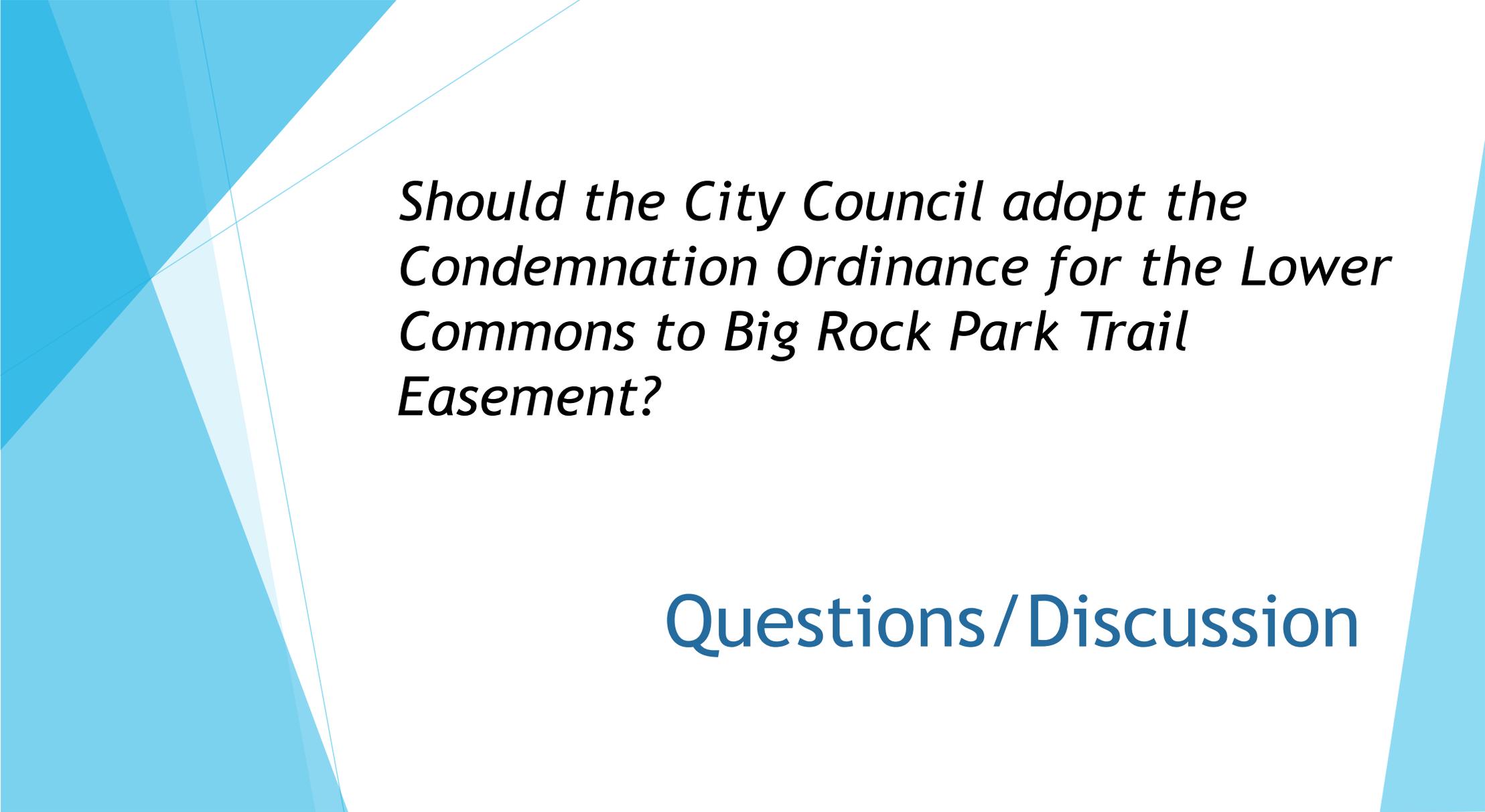
	Option Thumbnail	Rough Estimate	Public / Private/ Private Open Space (POS)	Distance (in miles)	Elevation Change	Trail Experience	Critical Area?	Meets ADAS?
ROUTE OPTION #1		\$900,000	<ul style="list-style-type: none"> <li>•ROW</li> <li>•Private</li> <li>•Storm Tract</li> <li>•POS (1)</li> </ul>	0.3	Low (85')	Paved trail - local road - soft surface	Yes	No
ROUTE OPTION #2		\$300,000	<ul style="list-style-type: none"> <li>•Private</li> <li>•POS (1)</li> </ul>	0.3	Low (85')	Paved trail - soft surface	Yes	No
ROUTE OPTION #3		\$300,000	<ul style="list-style-type: none"> <li>•POS (2)</li> </ul>	0.3	Low (85')	Paved trail - soft surface	Yes	No
ROUTE OPTION #4		\$2,500,000	<ul style="list-style-type: none"> <li>•Park</li> <li>•POS (1)</li> <li>•Storm Tract</li> <li>•ROW</li> </ul>	0.75	Severe (165')	Paved trail - soft surface - local road	Yes	No
ROUTE OPTION #5		\$2,400,000	<ul style="list-style-type: none"> <li>•ROW</li> </ul>	0.75	Moderate (120')	Paved trail - arterial road	No	No

# Balmoral Owner Trail Project Support



## Property Owners

- Support: 5
- Opposition: 3
- Unknown: 1



*Should the City Council adopt the  
Condemnation Ordinance for the Lower  
Commons to Big Rock Park Trail  
Easement?*

Questions / Discussion

## COUNCIL REPORT – CHRISTIE MALCHOW

MARCH 19, 2019

### WOMEN'S BUILD EVENT 3/8/19 @ THE HABITAT FOR HUMANIT SITE

I attended the Women's Build Event to speak to volunteers. The site has progressed a lot since I was there swinging a hammer a year ago. Progress inside the homes being built:



### PIC MEETING 3/13/19

- April 3<sup>rd</sup> – Bob Ferguson networking event for SCA. Sign up online via SCA.
- Impacts related to I 976 discussed (this is the Tim Eyman sponsored initiative)
  - 3 buckets of funding impacted:
    - Sound Transit affected
    - Repeal the authority for Transportation & Mobility funding (TBD funded with license fees affected, 13 cities affected in King Co.)

- Vehicle fees based on weight, and the electric vehicle fee (\$150 to \$30) among others. You can see the full list in the PIC packet I [previously sent](#) to you.
  - Because the TBD is involved, it affects more than just those in the Sound Transit boundaries.
    - SCA would like to find out if municipalities want PIC to take a position on this initiative. **I need your feedback on this**, so please read the packet (linked above), it is item #8 on the agenda.
- As mentioned in an email to you, the **King County Parks Levy Renewal** will be on the August 6<sup>th</sup> ballot assuming the County Council approves the proposition by the end of April 2019.
  - Levy rate is 16.82 cents per \$1000 A/V, an increase from ~13 cents per 1000 A/V.
  - Pass through funds are planned to double from what they were 2014-19\*\*
  - *\*\*The allocation of these funds is not in the ordinance, so there's not a firm commitment of the funds coming to us. We should consider reaching out to CM Lambert that we want the dollars to be straight pass-throughs with no strings attached.*
- Vision 2050: The draft Supplemental [EIS](#) was released to the public on February 28<sup>th</sup>. Comments can be submitted to PSRC through April 29<sup>th</sup>.
  - Pre-PIC workshop in July on this topic

CHALLENGE SEATTLE MEETING 3/13/19

- Challenge Seattle is made up of the big companies in the area's CEOs.
  - Please see their report at [this link](#)
- \$500M investment from Microsoft to address the affordable housing crisis in the greater Puget Sound area.
  - \$225M invested at below market rate returns, focused on preserving and developing new middle-income housing on the Eastside.
  - \$250M invested at market rate returns to support low-income housing in Puget Sound region.
  - \$25M in philanthropic grants to homelessness-related efforts in the greater Puget Sound region.
  - Microsoft aims to commit the majority within the next 3 years.
- 7 considerations to advance housing affordability (from the letter I signed onto):

We will consider opportunities to advance housing affordability in the region, including but not limited to:

- 1) Making available at no cost, at deep discount, or for long-term lease, under-utilized publicly-owned properties,
- 2) Updating zoning and land use regulations to increase density near current and planned public transit,
- 3) Reducing or waiving parking requirements in transit corridors,
- 4) Reducing or waiving impact and other development-related fees,
- 5) Streamlining and accelerating the permitting process for low- and middle-income housing projects to improve developer certainty,
- 6) Providing tax exemptions and credits to incent low- and middle-income housing development, and
- 7) Updating building codes to promote more housing growth and innovative, low-cost development.

- Regional approach, not municipality by municipality – what might work for one jurisdiction might not work here & visa versa.
- They need more private sector support, and the desire is to have more regional support on the policy side of things in order to keep momentum and turn this into real action.
- There is an upcoming meeting on April 2<sup>nd</sup> that I'll be attending with Larry as a mechanism to explore further opportunities for the public/private partnership to address the affordable workforce housing in this discussion with other regional mayors/City Managers from SCA.
- *SCA would like us to formally weigh in on our desire to join in and have SCA take a position on this.*



## Memorandum

**Date:** March 19, 2019  
**To:** Mayor Malchow and City Councilors  
**From:** Larry Patterson, Interim City Manager  
**Re:** City Manager's Report 3 19 20

1. Change in Job Classification for Debbie Beadle --- Ms. Beadle has worked at the City for over 12 years. She has been the uniting thread that has run through 5 City Manager's and various City Council Members. She has been a unifying and driving force that has aided staff through these many changes. Additionally, since my arrival I have asked Debbie to take on added responsibilities and she has not shied away from these additional challenges doing them with dedication, enthusiasm, and talent in never failing to deliver. Therefore, I am requesting your approval in changing her job title from Senior Executive Assistant to Assistant to the City Manager. Debbie is handling the following additional duties: 1) Citizen's complaints coming to the City Manager's office; 2) Spearheading special projects and assignments; 3) Representing the City Manager's office in my absence to committees, task forces, and at public functions; 4) Providing research, analysis and recommendations to the City Manager's Office; Preparing and presenting information to a variety of audiences including city staff, members of the public, city council, and other governments. These functions are in addition to the duties she is already performing in her assistance to both the City Manager, City Council and our Department Directors. These additional duties should be very helpful to your new Manager as they assume their position here and will aid the City in this transition. This job classification change does not result in a salary increase, but does move her from Grade M to Grade Q. This will increase the top of her range from currently \$96,651 to \$125,745 and give her additional salary growth over the next several years.
2. Illegal Dumping Investigation Update --- Last week we passed along to Aviva Kamm (Stokes Lawrence, P.S.) a list of individuals to interview, several documents, as well as a general orientation to the issue to be investigated. Ms. Kamm has seen the video. The investigation was delayed a few weeks because of the delay in engaging the firm. Ms. Kamm indicated those not currently employed by the City do not have to speak with her and she has no authority to coerce them to do so. Therefore, if potential interviewees refuse to discuss the issue with her this investigation may not go very far. In either case she believes this investigation can be wrapped up in a short period of time. Individual schedules will determine the actual length of time, if they are willing to discuss the incident with her. She is currently reviewing the various documents we have sent to her.
3. Town Center Discussions --- STCA and City Staff have been meeting on a weekly basis to discuss the development of the Town Center Phase 1. There are several hurdles and many issues that we are attempting to resolve. We are working with STCA in attempting to address their concurrency certificate, discussing impact fee credits, storm drainage facilities, and the need for a development agreement. There are still many other topics both minor and major that need to be discussed and resolved if we are to put the Town Center on the ground and in a manner that will serve the City through the next several decades. Many of those decisions are upon us now. I again recommend a Council subcommittee on Economic Development with perhaps some

citizens with development and business experience that could help discuss and address these issues. As you may recall I provided the following table in your packet of information for the retreat to outline the different motivations between the public and private arenas in attempting to successfully bring economic development and major private developments forward. Given there is not tool such as urban renewal and no public money being used to incentivize this development the discussion

**Trust Building  
Public and Private Sector Goals**

Public Sector	Private Sector
Long-term	Short-term
Defined Publicly <ul style="list-style-type: none"> <li>• Comprehensive Plan</li> <li>• Downtown Plan</li> <li>• Regional Plan</li> <li>• Transportation Plan</li> <li>• MOU</li> <li>• Development Agreement</li> </ul>	Defined Privately
Public Interest <ul style="list-style-type: none"> <li>• Public Perception</li> <li>• Political Climate</li> </ul>	Available Financing
Wants Community Building <ul style="list-style-type: none"> <li>• Wants Community Amenities</li> <li>• Wants Quality Development</li> </ul>	Market Opportunities
Wants to Minimize Impact to Community	Cost of Capital
Wants Assurance	Return on Investment
	Personal Goals <ul style="list-style-type: none"> <li>• Enhancing Corporate Status</li> <li>• Pride in Quality Product</li> <li>• Strength in Market Place</li> <li>• Wants Flexibility</li> </ul>
	Wants Infrastructure to Support Development
	Wants Flexibility

4. Balmoral Condemnation --- Attached you will see a copy of a memo from Ms. Feser that provides a history as well as an analysis of the various options considered. This memo is also part of your amended packet. The decision involves how you want to see the City in the future. What type of amenities do you want? How do you want your trail system to connect? What type of connections do you want to the Town Center/8<sup>th</sup> to 228<sup>th</sup>? How walkable do you want the city to be? Also keep in mind that the trail being considered is supported by Larkspur Homeowners who sold you the property and several property owners from Balmoral. There is some in the Balmoral subdivision that oppose this condemnation. You have been advised that you have a strong case and one you are likely to win if it goes to court. Your decision is to weigh your vision and the competing interest and decide. Your determination also involves your personal philosophies on condemnation and interpreting where the silent majority on this issue lies.




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**Department of Parks and Recreation**

Date: March 18, 2019

To: City Council  
Larry Patterson, Interim City Manager

From: Angie Feser, Director of Parks and Recreation

Subject: Lower Sammamish Commons to Big Rock Park Trail Route Options Analysis

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This memo includes two sets of Lower Sammamish Commons to Big Rock Park trail easement options; the original option analysis memo dated April 8, 2013 memorializing the pros and cons considered for each option nearly six years ago and a current analysis of the same five options incorporating the surrounding land use developments and changes to make the more relevant to today's situation. The original Option Memo from 2013 is at the end of this document with the most current options discussed first. A copy of that memo was emailed to City Council on December 3, 2018.

**Updated Route Options**

In addition, in preparation for the March 19<sup>th</sup> council presentation, staff recently updated the five options to include surrounding developments including the acquisition, development and opening of Big Rock Park A in 2016; donation of Big Rock Park B (2017), acquisition of Beaton Hill Park (2018), north and adjacent to Beaton Hill Park the construction of Inglewood Hills housing development (2019), the current SE 4<sup>th</sup> Street improvements (2019) and progress of Town Center development.

The five options are summarized in this table with each option illustrated in more detail and including pros and cons. The research, cost estimates, accumulate elevation change and inclusion of more detailed data was conducted by the City's Parks Planning staff members including three licensed Landscape Architects.

**Recommended Route**

Option #3 is the currently recommended route for a number of reasons including lowest cost, shortest distance, better experience (not having to travel on sidewalks adjacent to traffic), utilizing private open space land rather than private property and the fact that the southern half of the easement was purchased by Council in 2018.

**Route Options Summary**

	Option Thumbnail	Rough Estimate	Public / Private/ Private Open Space (POS)	Distance (in miles)	Elevation Change	Trail Experience	Critical Area?	Meets ADAS?
ROUTE OPTION #1		\$900,000	•ROW •Private •Storm Tract •POS (1)	0.3	Low (85')	Paved trail - local road - soft surface	Yes	No
ROUTE OPTION #2		\$300,000	•Private •POS (1)	0.3	Low (85')	Paved trail - soft surface	Yes	No
ROUTE OPTION #3		\$300,000	•POS (2)	0.3	Low (85')	Paved trail - soft surface	Yes	No
ROUTE OPTION #4		\$2,500,000	•Park •POS (1) •Storm Tract •ROW	0.75	Severe (165')	Paved trail - soft surface - local road	Yes	No
ROUTE OPTION #5		\$2,400,000	•ROW	0.75	Moderate (120')	Paved trail - arterial road	No	No

Each of the route options are presented with more detail below. As part of the analysis consideration for the route options, a common starting point for all 5 options was identified. The beginning location is approximately the center of the Lower Commons Park, at the eastern end of the parking lot. A person can park, easily access the existing trail network and restrooms within the park. This starting point also reflects a central location traveling to and from the future Town Center.

Route Option #1

The alignment utilizes the existing asphalt trail through the park until reaching the unimproved residential street 222<sup>nd</sup> Place SE, which does not currently have a sidewalk section. The trail continues down a private driveway and between two properties until turning south through a City storm tract. At the end of the tract, this route still needs to travel through the private open space tract held by the Balmoral property owners, then crosses Lancaster Way SE and ends at Big Rock Park Site A.

**Updated Route Option #1**



**PROS**

- Utilizes city-owned storm tract
- Low grade change

**CONS**

- Direct impact to 2 privately-owned properties (A & B)
- Requires plat alteration for storm tract
- No sidewalk on 222nd Place SE
- Requires easement over Balmoral Open Space Tract (C)
- Most impact to stream
- Not identified in planning documents

**Route Option #2**

This trail alignment utilizes existing asphalt trail within Lower Commons. However, additional soft-surface trail would need to be built within the park to the lower corner. The trail would then travel through private property (noted as Property D) before entering the private open space held by Balmoral, and finally crossing Lancaster Way SE toward Big Rock Park A.

This option was considered in 2013 because at the time, the property owners of D were agreeable to selling an easement over their property. However, they are no longer willing to do so, making this option obsolete today.

**Updated Route Option #2**



**PROS**

- Low amount of grade change
- Utilizes existing culvert for stream crossing
- Recreation trail separated from vehicular traffic
- Identified in the TBP Plan & 2018 PRO Plan
- Short, direct route

**CONS**

- Property owner (D) not interested in selling easement over private property
- Requires easement over Balmoral Open Space Tract (C)

Route Option #3 – Recommended Route

This trail alignment is similar to #2 and again utilizes some existing trail within Lower Commons. Additional trail would need to be built to access the lower corner of the park.

The trail would then travel west through the private open space tract held by the Lancaster HOA, before entering the private open space tract held by Balmoral, and finally crossing Lancaster Way SE toward Big Rock Park A. This is the preferred route.

**Updated Route Option #3**



**PROS**

- No direct impacts to privately-owned property
- Low amount of grade change
- Utilizes existing culvert for stream crossing
- Recreation trail separated from vehicular traffic
- Identified in the TBP Plan & 2018 PRO Plan
- Short, direct route
- Already acquired easement through Lancaster in 2018

**CONS**

- Requires easement over both Balmoral and Lancaster Private Open Space Tracts (C & E)

Route Option #4

This trail alignment begins in Lower Commons Park, connecting to a new soft surface trail at the lowest point in the park and near the spray pad and lower restroom. The new soft surface trail would then travel southwest along the creek and downhill of the YMCA parking lot, through the private open space held by Lancaster, continuing through an existing City-owned storm tract, and turn northwest along the unimproved Lancaster Way toward Big Rock Park A.

Updated Route Option #4



**PROS**

- No direct impacts to privately-owned property
- Identified in the 2018 PRO Plan
- Route could be extended to connect to Big Rock Park, Site B

**CONS**

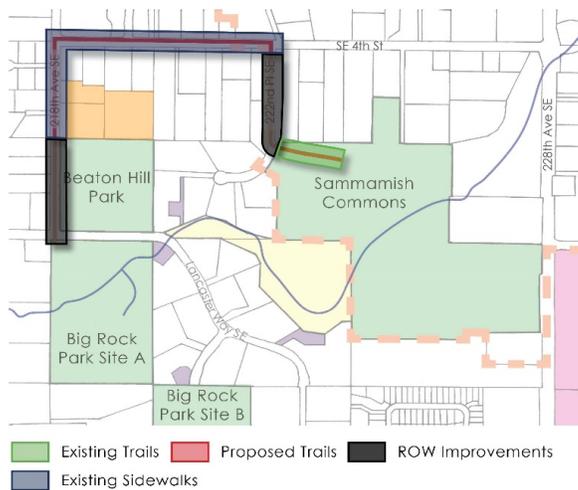
- Severe amount of grade change
- Requires plat alteration for storm tract
- Requires 2<sup>nd</sup> easement negotiation with Lancaster HOA (E)
- No sidewalk on Lancaster Way SE
- Longer route

Route Option #5

This route option exists almost entirely within City owned ROW. From Lower Commons Park, the route would travel north along the unimproved 222<sup>nd</sup> Place SE, turn west along SE 4<sup>th</sup>, before again turning south (and along 218<sup>th</sup>) toward Big Rock Park Site A.

Since 2013, ROW improvements have been completed along 218<sup>th</sup> as part of the Inglewood development, and improvements are under construction along SE 4<sup>th</sup> as part Town Center Planning efforts. SE 4<sup>th</sup> construction is slated for completion summer 2020.

**Updated Route Option #5**



**PROS**

- No direct impacts to privately-owned property
- Does not require easement
- Does not require storm tract alteration

**CONS**

- Moderate amount of grade change
- Requires half street improvements to provide sidewalks and safe travel
  - No sidewalk on 222<sup>nd</sup> Place SE
  - No sidewalk connection between Inglewood development and Big Rock Park Site A
- Longer route
- Travel along arterial traffic route

## Attachment #1




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 Department of Parks and Recreation
 

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 801 - 228<sup>TH</sup> AVENUE SE • SAMMAMISH, WASHINGTON 98075 • TEL 425-295-0500 • FAX 425-295-0600 • WWW.CI.SAMMAMISH.WA.US

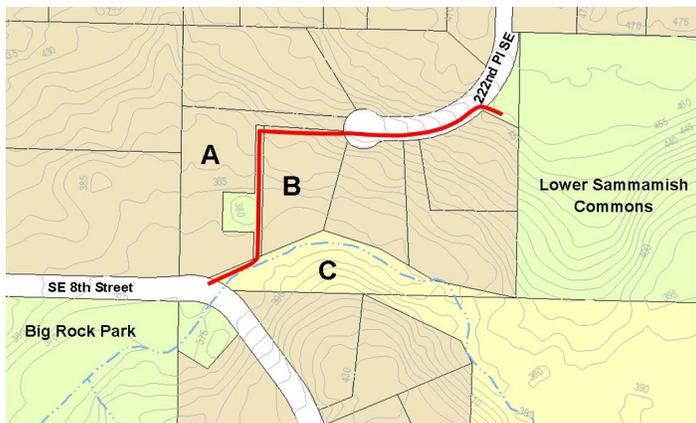
Date: April 8, 2013  
 To: Jessi Bon, Director of Parks and Recreation  
 From: Linda Frkuska, Deputy Director of Parks and Recreation  
 Subject: Lower Sammamish Commons to Big Rock Park Trail Route Options

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A pedestrian connection between the Lower Sammamish Commons and Big Rock Park is budgeted in the 2013-2014 Parks Capital Improvement Plan (shown as Sammamish Commons Trail Phase 1) over the next two years for design and construction.

Several route options exist but the fifth option is the only one that does not need to travel through privately owned land for the connection. The advantages and disadvantages for each option are discussed. Within the graphics, brown represents private land, green City owned land, and yellow is HOA open space.

### Route Option 1



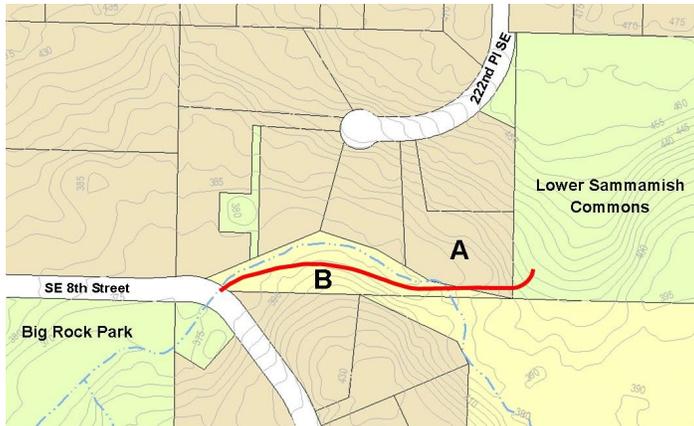
The advantages to this route are:

- One property owner direct negotiation (parcel B A)
- Minimal impact to existing stream
- Shortest route so least amount of improvements
- Relatively minimal disturbance to entire HOA

Disadvantages:

- No existing sidewalk on 222<sup>nd</sup> Place SE – pedestrian exposure to vehicles
- Need entire HOA in agreement for private open space use (parcel C)
- Requires easement or purchase of private property owner's land (parcel B)
- Direct impact to two adjacent neighbors (parcels A and B)

**Route Option 2**



The advantages to this route are:

- One property owner who has indicated in past is willing to offer easement (parcel A)
- Minimal disturbance to adjacent neighbors
- Minimal exposure to vehicles

Disadvantages:

- Grades are challenging
- Need entire HOA in agreement for private open space use (parcel B)
- Requires easement or purchase of private property owner’s land (parcel A)
- Direct impact to stream

**Route Option 3**



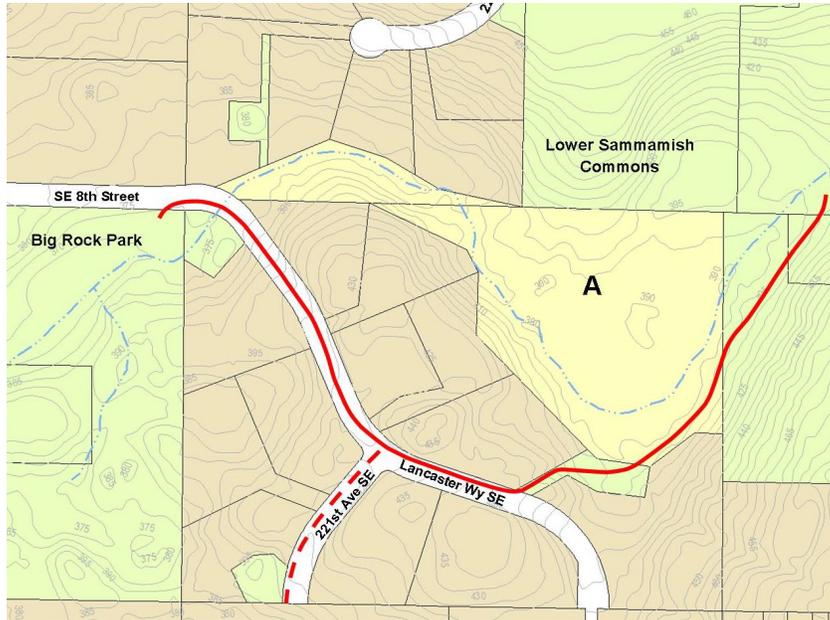
The advantages to this route are:

- No homeowner direct impacts
- Minimal disturbance to adjacent neighbors
- Minimal exposure to vehicles

Disadvantages:

- Grades are challenging
- Need two separate HOAs in agreement for private open space use (parcels A and B)
- Direct impact to stream

### Route Option 4

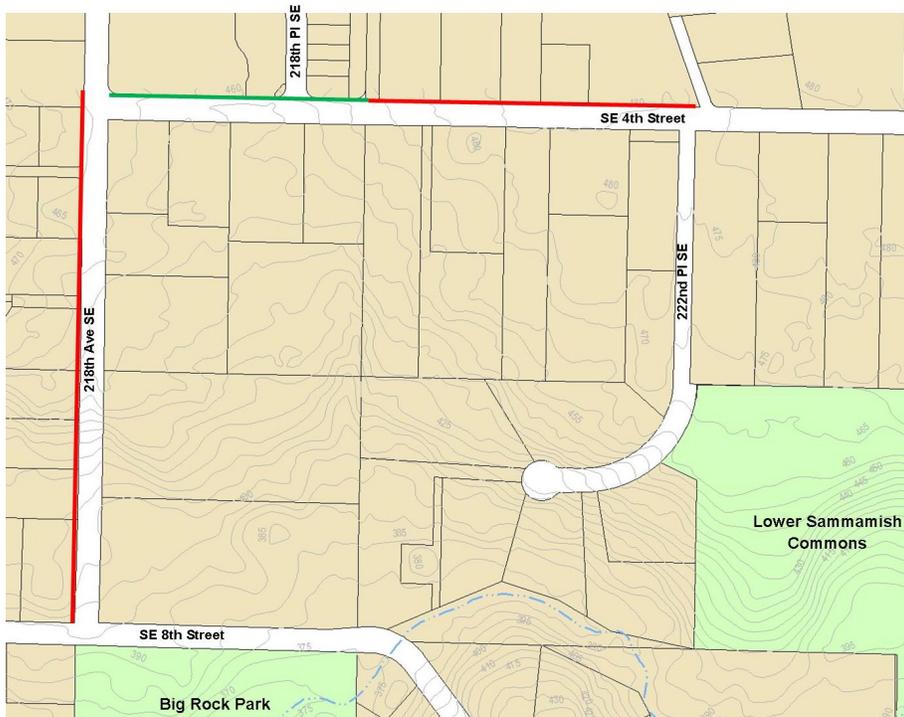


The advantages to this route are:

- No homeowner direct impacts
- Minimal disturbance to adjacent neighbors
- Minimal stream impacts
- Future secondary access to SE 8<sup>th</sup> Street Park Site B along 221<sup>st</sup> Ave SE

Disadvantages:

- Grades are challenging
- Longest route to SE 8<sup>th</sup> Street Park Site A
- Need entire HOA in agreement for private open space use (parcel A)
- No existing sidewalk on Lancaster Way SE – extensive exposure to vehicles

**Route Option 5**

The advantages to this route are:

- No homeowner direct impacts
- Approximately 640 lf of sidewalk exists (shown as green line)
- No stream impacts
- No need to acquire private land
- Adds to existing sidewalk network

Disadvantages:

- Cost (PW advises ~\$1M+/-) – approximately 2,140 lf of sidewalk needed (shown in red)
- Pedestrians must cross SE 4<sup>th</sup> Street to get to sidewalk
- ROW construction indirect impacts on neighbors
- Longer route between parks

P:/Park Planning/Sammamish Commons/Lower Sammamish Commons/Trail to Big Rock Park/Design/Administrative/Summary Reports/Memo Trail Route Options 4-8-13.doc

## AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
<b>Mar 2019</b>				
<b>Tues 3/19</b>		6:30 pm	Regular Meeting	Public Hearing: Ordinance for Condemnation of Open Space in Balmoral Division No. 1 as Required for the Lower Commons to Big Rock Park Trail Easement Executive Session: City Manager Candidates Proclamation: World Autism Day on April 2, 2019  <u>Consent</u> Contract: Engineering Support Services: Gray and Osborne Contract: Springbrook Upgrade to Cloud Contract: Environmental Support Services: Shannon and Wilson Contract: Survey Support Services: PACE Contract: Concrete 2019 Construction Contract/TBD
<b>Wed 3/20</b>		6:30 pm	Executive Session (if needed)	City Manager Contract Negotiations
<b>Thurs 3/21</b>		6:30 pm	Executive Session	City Manager Contract Negotiations
<b>Tues 3/26</b>		7:00 pm	Special Meeting	Approval: City Manager Contract
<b>Apr 2019</b>				
<b>Mon 4/1</b>	3/27	6:30 pm	Study Session	Discussion: Introduction to Zackuse Creek Basin Plan Discussion: Stormwater Code Update (45 minutes) Discussion: City Council Goals and Objectives 2019/20 Presentation: TMP Update Presentation: IFCR Detour Route & Project Update
<b>Tues 4/2</b>	3/27	6:30 pm	Regular Meeting	Proclamation: Sexual Assault Awareness Month  <u>Consent:</u> Contract: Issaquah Pine Lake Road Design Contract - DEA Contract: ITS Phase 2 Design/TBD Resolution: ELSP Ditch and Culvert Maintenance Project Acceptance Contract: Storm system cleaning/Olsen Brothers Provac

				Resolution: Minor Intersection Improvements Project Acceptance
<b>Tues 4/9</b>	4/3	6:30 pm	Study Session	Discussion: City Council Goals and Objectives (60 Minutes)
<b>Tue 4/16</b>	4/10	6:30 pm	Regular Meeting	<u>Consent:</u> Contract: Issaquah Fall City Road Construction - TBD Contract: 2019 Pavement Overlay Construction – TBD Approval: City Council Goals and Objectives
<b>May 2019</b>				
<b>Mon 5/6</b>	5/1	6:30 pm	Study Session	Discussion: Sahalee V/C Modeling Results Discussion: Traffic Impact Fee Study and associated code amendments
<b>Tues 5/7</b>	5/1	6:30 pm	Regular Meeting	Proclamation: Affordable Housing Week 2019(May 13-17, 2019) Resolution: Zackuse Basin Plan Adoption
<b>Tues 5/14</b>	5/8	6:30 pm	Study Session	Discussion: SMC Title 24 Update (60-minutes)
<b>Tues 5/21</b>	5/15	6:30 pm	Regular Meeting	Public Hearing / Ordinance: SMC Title 24 Update (30-minutes)
<b>Wed 5/22</b>		5:30 pm	Joint Mtg/ Issaquah School Dist.	in Issaquah
<b>Thurs 5/30</b>		8:00 am to 10:00 am	Joint Mtg/ Lk Washington School Dist.	at LWSD in Redmond
<b>June 2019</b>				
<b>Mon 6/3</b>	5/29	6:30 pm	Study Session w/ Planning Commission	Discussion: Shoreline Master Program Update (60-minutes) Discussion: Urban Forest Management Plan (60-minutes)
<b>Tues 6/4</b>	5/29	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Shoreline Master Program Update (60-minutes) Public Hearing / Ordinance: Traffic Impact Fee (30 min)
<b>Tues 6/11</b>	5/5	6:30 pm	Joint Meeting w/ Parks & Rec	Presentation: Klahanie Master Plan
<b>Tues 6/18</b>	5/12	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Urban Forest Management Plan (60-minutes) Resolution: 2020-2026 TIP

<b>July 2019</b>				
<b>Mon 7/1</b>	6/26	6:30 pm	Study Session	Presentation: TMP Update
<b>Tues 7/2</b>	6/26	6:30 pm	Regular Meeting	
<b>Tues 7/9</b>	7/3	6:30 pm	Study Session	Discussion: Comprehensive Plan Amendments – Urban Forest Management Plan (60-minutes) Discussion: Comprehensive Plan Amendments – Technical Items (30-minutes)
<b>Tues 7/16</b>	7/10	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Comprehensive Plan Amendments – Urban Forest Management Plan (30-minutes) Public Hearing / Ordinance: Comprehensive Plan Amendments – Technical Items (30-minutes)
<b>Aug 2019</b>				
<b>NO MEETINGS</b>				
<b>Sept 2019</b>				
<b>Mon 9/2</b>				Labor Day
<b>Tues 9/3</b>	8/28	6:30 pm	Regular Meeting	
<b>Tues 9/10</b>	9/4	6:30 pm	Study Session	
<b>Tues 9/17</b>	9/11	6:30 pm	Regular Meeting	
<b>Oct 2019</b>				
<b>Mon 10/7</b>	10/2	6:30 pm	Study Session	
<b>Tues 10/8</b>	10/2	6:30 pm	Regular Meeting	
<b>Tues 10/15</b>	10/8	6:30 pm	Study Session	Presentation: Klahanie Master Plan (30 minutes)
<b>Tues 10/22</b>	10/16	6:30 pm	Regular Meeting	
<b>Nov 2019</b>				
<b>Mon 11/4</b>	10/30	6:30 pm	Study Session w/ Planning Commission	Discussion: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Discussion: Wireless / Small Cell Technology Regulations Update (60-minutes)
<b>Tues 11/5</b>	10/30	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Public Hearing / Ordinance: Wireless / Small Cell Technology Regulations Update (60-minutes)

<b>Tues 11/12</b>	11/6	6:30 pm	Study Session	Presentation: TMP Update
<b>Tues 11/19</b>	11/13	6:30 pm	Regular Meeting	Ordinance: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Ordinance: Wireless / Small Cell Technology Regulations Update (60-minutes)
<b>Dec 2019</b>				
<b>Mon 12/2</b>	11/27	6:30 pm	Study Session	Discussion: 2020 Comprehensive Plan Amendments – Docket Requests (60-minutes)
<b>Tues 12/3</b>	11/27	6:30 pm	Regular Meeting	Public Hearing / Resolution: 2020 Comprehensive Plan Amendments – Docket Requests (60-minutes)  <u>Consent:</u> Ordinance: Annual Amendments to the Comprehensive Plan
<b>Tues 12/10</b>	12/4	6:30 pm	Special Meeting	
<b>Tues 12/17</b>	12/11	6:30 pm	Regular Meeting	
	<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
	<ul style="list-style-type: none"> <li>• Growth Centers</li> <li>• Internet Usage &amp; Social Media Policies</li> <li>• <u>Discussion:</u> Issaquah Pine Lake Road Phase 1- Project Update (moved to 2019)</li> <li>• Parks Surveillance Camera Policy</li> <li>• Resolution: Police Services Study</li> <li>• Discussion: Classification &amp; Compensation Study</li> <li>• Resolution: Classification &amp; Compensation Study</li> </ul>		<ul style="list-style-type: none"> <li>• Special Events Ordinance</li> <li>• Maintenance Safety Program Adoption</li> <li>• M&amp;O Strategic Plan</li> <li>• Fleet Management Policy</li> <li>• Roadway Funding Strategy</li> <li>• Maintenance &amp; Fire Station Facility Assessment</li> <li>• Franchise Agreement/SPWS</li> <li>• Comprehensive Solid Waste Plan</li> <li>• ADA Transition Plan</li> <li>• Human Services Strategic Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Inner City Bus Service</li> <li>• Good Samaritan Law</li> <li>• Plastic Bags</li> <li>• Hunting Regulations</li> </ul>