



City Council, Regular Meeting/Joint Meeting with Planning Commission

AGENDA REVISED

February 04, 2014

6:00 pm – 9:30 pm
Council Chambers

Social Event 6:00 pm – 6:30 pm

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Consent Agenda

- Payroll for the period ending January 15, 2014 for pay date January 17, 2014 in the amount of \$262,243.35
- 1. **Approval:** Claims for period ending February 4, 2014 in the amount of \$ 709,435.97 for Check No. 36724 through 36821
- 2. **Contract:** Contract: Transportation Element of the Comprehensive Plan Update/TSI
- 3. **Memo:** Community Center - Demolition Change Order
- 4. **Bid Award:** NE 25th Way Neighborhood Traffic Management Project Bid Award/RRJ Company, LLC
- 5. **Interlocal:** ECityGov Alliance & Articles of Incorporation
- 6. **Approval:** January 2, 2014 Regular Meeting Minutes
- 7. **Approval:** January 14, 2014 Special Meeting/ Study Session Minutes

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.

Public Hearings - None

Unfinished Business – None

New Business

8. **Presentation:** Comprehensive Plan Community Profile

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

February 2014			
Tues 02/11	6:30 pm	Study Session/Joint Meeting with Planning Commission	AV Bid Update Comprehensive Plan Visioning
Mon 02/17		President's Day	City Offices Closed
Tues 02/18	6:30 pm	Special Meeting	Canceled
Feb 20 -22		Council Retreat	
March 2014			
Tues 03/04	6:30 pm	Regular Meeting	Ordinance: First Reading: Traffic Impact Fee Rate Adjustment Contract: Asset Management Implementation/Geo Engineers (consent) CM Report: Comp Plan Scoping Update Agreement: NPDES Settlement (consent)
Tues 03/11	6:30 pm	Study Session	Television Cable Franchise Discussion: Public Works Standards Sammamish Landing Parking Lot Check In Discussion: Big Rock Park Master Plan
Mon 03/17	6:30 pm	Regular Meeting	Ordinance: Second Reading: Traffic Impact Fee Rate Adjustment ARCH Work Plan and Budget (consent)
April 2014			
Tues 04/02	6:30 pm	Regular Meeting	Ordinance: First Reading Public Works Standards Adoption
Tues 04/09	6:30 pm	Study Session	Sahalee Way Non-Motorized Budget Options Connectivity
Mon 04/15	6:30 pm	Regular Meeting	Ordinance: Second Reading Public Works Standards Adoption
May 2014			
Tues 05/07	6:30 pm	Regular Meeting	
Tues 05/14	6:30 pm	Study Session	Discussion: Six Year Transportation Improvement Program
Mon 05/20	6:30 pm	Regular Meeting	
June 2014			
Tues 06/04	6:30 pm	Regular Meeting	Public Hearing: Resolution Adopting Six Year TIP
Tues 06/11	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 06/17	6:30 pm	Regular Meeting	
July 2014			
Tues 07/02	6:30 pm	Regular Meeting	
Tues 07/09	6:30 pm	Study Session	
Mon 07/15	6:30 pm	Regular Meeting	
August 2014			
Sept 2014			
Tues 09/03	6:30 pm	Regular Meeting	
Tues 09/10	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 09/16	6:30 pm	Regular Meeting	
October 2014			
Tues 10/01	6:30 pm	Regular Meeting	
Tues 10/08	6:30 pm	Study Session	
Mon 06/14	6:30 pm	Regular Meeting	

Nov 2014			
Tues 11/05	6:30 pm	Regular Meeting	
Tues 11/12	6:30 pm	Study Session	
Mon 11/18	6:30 pm	Regular Meeting	
Dec 2014			
Tues 12/03	6:30 pm	Regular Meeting	
Tues 12/10	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 12/16	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise Big Rock Park Master Plan			SE 14 th Street Improvements Connectivity

If you are looking for facility rentals, please click [here](#).

<< January

February 2014

March >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 11 a.m. "Build It" Sammamish - LEGO Event
2	3	4 6:30 p.m. Planning Commission Meeting 6:30 p.m. City Council Meeting	5 6:30 p.m. Parks and Recreation Commission Meeting	6	7	8
9	10	11 6:30 p.m. City Council Study Session 6:30 p.m. Planning Commission Meeting	12 6 p.m. Sammamish Youth Board Meeting	13	14	15
16	17 Washington's Birthday City offices closed	18 6:30 p.m. City Council Special Meeting	19	20 6 p.m. City Council Retreat 6:30 p.m. Planning Commission Retreat	21 6 p.m. City Council Retreat	22 6 p.m. City Council Retreat
23	24 6:30 p.m. Arts Commission Meeting	25	26	27	28	

If you are looking for facility rentals, please click [here](#).

<< February

March 2014

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 1 p.m. "Make it a Clay Day" - Special Arts Sammamish
2	3	4 6:30 p.m. City Council Meeting	5 6:30 p.m. Parks and Recreation Commission Meeting	6 6:30 p.m. Planning Commission Meeting	7	8 10 a.m. Volunteer at Evans Creek Preserve
9	10	11 6:30 p.m. City Council Study Session	12	13	14	15
16	17 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	18 7:30 p.m. Simple Measures - "The Krishnaswami-Salman Duo"	19 6 p.m. Sammamish Youth Board Meeting	20 6:30 p.m. Planning Commission Meeting	21	22
23	24	25	26	27	28	29
30	31					



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: January 30, 2014
RE: Claims for February 4, 2014

\$ 47,596.04
 6,439.94
 6,963.41
 120,090.34
 22,092.68
 484,388.89
 19,452.67
 2,412.00

Top 5 Expense Items in Packet

City of Bellevue \$17,147.92 MBP surcharge - 4th Qtr 2013
 Eastside Fire \$373,357.00 Equipment Replacement Fund - 2014
 Eastside Fire \$40,447.00 Capital Facilities Maintenance Contribution
 King County Finance \$33,835.13 Beaver Lake Mgmt District Interlocal 2013
 Everson's Econo Vac \$26,959.32 Sweeping December 2013

TOTAL \$ \$ 709,435.97

Checks # 36724 - 36821

47,596.04 +
 6,439.94 +
 6,963.41 +
 120,090.34 +
 22,092.68 +
 484,388.89 +
 19,452.67 +
 2,412.00 +
 709,435.97

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 1/16/2014 - 2:35 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
36724	01/17/2014	ANI	ANI Administrators NW Inc	1,652.55	36,724
36725	01/17/2014	CHAP13	Chapter 13 Trustee	280.00	36,725
36726	01/17/2014	ICMA401	ICMA 401	36,013.45	36,726
36727	01/17/2014	ICMA457	ICMA457	9,358.04	36,727
36728	01/17/2014	WASUPPOR	Wa State Support Registry	292.00	36,728
				47,596.04	
Check Total:				47,596.04	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36729	01/22/2014	ANM	ANM Electric Inc	2,175.33	36,729
36730	01/22/2014	PSE	Puget Sound Energy	4,264.61	36,730
				6,439.94	
Check Total:				6,439.94	

Accounts Payable
Computer Check Register

User: jboss
 Printed: 01/24/2014 - 11:36AM
 Batch: 00011.01.2014
 Bank Account: APPR



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
36731	FIFEPOLI	Fife Police Dept Reserve Aca	1/24/2014		
				1/17/14	700.00
		Check 36731 Total:			700.00
36732	GCMULTI	Kevin Tighe	1/24/2014		
				1687	4,484.03
				1686	1,779.38
		Check 36732 Total:			6,263.41
		Report Total:			6,963.41

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36733	02/04/2014	BELLCITY	City Of Bellevue	17,147.92	36,733
36734	02/04/2014	BMC	BMC Select	36.98	36,734
36735	02/04/2014	BRICKMAN	Brickman Group Ltd LLC	5,834.35	36,735
36736	02/04/2014	CASCADER	Cascade Recreation, Inc	71.73	36,736
36737	02/04/2014	COMATTRI	Community Attributes Inc	1,272.50	36,737
36738	02/04/2014	EASTEQ	Eastside Equipment & Marine	2,705.93	36,738
36739	02/04/2014	EVERSONS	Everson's Econo Vac, Inc.	26,959.32	36,739
36740	02/04/2014	ISSCOMMU	Issaquah Community Network	387.30	36,740
36741	02/04/2014	KCBLANK	King County Finance	33,835.13	36,741
36742	02/04/2014	KINGFI	King County Finance A/R	4,168.00	36,742
36743	02/04/2014	LWSFOUND	Lake Wa Schools Foundation	2,500.00	36,743
36744	02/04/2014	MAILPO	Mail Post	62.01	36,744
36745	02/04/2014	NAPA	Genuine Parts Company/Issaquah	174.44	36,745
36746	02/04/2014	NELSON	Lola Nelson-Mills	10.57	36,746
36747	02/04/2014	PACRIM	Pacific Rim Equipment Rental	6,969.95	36,747
36748	02/04/2014	PROTH	Prothman Company	5,083.05	36,748
36749	02/04/2014	RLF	RLF Enterprises, LTD	1,955.00	36,749
36750	02/04/2014	STAPLES	Staples Advantage	2,053.77	36,750
36751	02/04/2014	WAEMP	State of Wa Employment Security Dep	8,862.39	36,751
Check Total:				120,090.34	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36752	02/04/2014	BACON	Diane & Terry Bacon	750.00	36,752
36753	02/04/2014	GRAINGER	Grainger	4,442.84	36,753
36754	02/04/2014	HWA	HWA GeoSciences, Inc	1,593.75	36,754
36755	02/04/2014	IRELAND	Jed Ireland	37.91	36,755
36756	02/04/2014	KCFLEET	King County Fleet Admin	5,453.90	36,756
36757	02/04/2014	KINGFI	King County Finance A/R	172.66	36,757
36758	02/04/2014	LEYTON	Kimberly Leyton	694.01	36,758
36759	02/04/2014	PSCLEAN	Puget Sound Clean Air Agency	7,667.50	36,759
36760	02/04/2014	STANTEC	Stantec Consulting Services	688.92	36,760
36761	02/04/2014	WAWORK	Washington Workwear Stores Inc	591.19	36,761

Check Total: 22,092.68

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36762	02/04/2014	ALDWORTH	Kurt Aldworth	142.68	36,762
36763	02/04/2014	ALLAROUN	All Around Fence Co	1,149.75	36,763
36764	02/04/2014	ALLCLIM	All Climate Heating & Air	66.00	36,764
36765	02/04/2014	ANI	ANI Administrators NW Inc	348.00	36,765
36766	02/04/2014	ATOMIC	Atomic Art Services, Inc	180.00	36,766
36767	02/04/2014	BACKGROU	Background Source Intl	56.00	36,767
36768	02/04/2014	BARAN	Sevda Baran	46.30	36,768
36769	02/04/2014	BAYSIDE	Bayside Apparel Emb. Screenprint	251.96	36,769
36770	02/04/2014	BELPAINT	Bellevue Paint & Decorating In	318.92	36,770
36771	02/04/2014	BEST	Best Parking Lot Cleaning, Inc	742.41	36,771
36772	02/04/2014	BMC	BMC Select	729.74	36,772
36773	02/04/2014	BRIDENST	Art Bridenstine	191.57	36,773
36774	02/04/2014	CADMAN	Cadman, Inc.	993.29	36,774
36775	02/04/2014	CENTLIN2	Century Link	129.70	36,775
36776	02/04/2014	CLARK	Clark's Towing & Repair	198.20	36,776
36777	02/04/2014	CNR	CNR Inc	76.65	36,777
36778	02/04/2014	COMCAST2	COMCAST	206.65	36,778
36779	02/04/2014	COMPOFF	The Complete Office	269.99	36,779
36780	02/04/2014	CURRY	Kathy Curry	90.14	36,780
36781	02/04/2014	DAILY	Daily Journal of Commerce	383.80	36,781
36782	02/04/2014	DEERE	John Deere Landscapes	710.55	36,782
36783	02/04/2014	EASTFIRE	Eastside Fire & Rescue	413,804.00	36,783
36784	02/04/2014	ENGBUS	Engineering Business Systems Inc	13,791.53	36,784
36785	02/04/2014	EVERETTS	Everett Steel, Inc	417.74	36,785
36786	02/04/2014	EVERSONS	Everson's Econo Vac, Inc.	792.60	36,786
36787	02/04/2014	FASTENAL	Fastenal Industrial Supplies	349.89	36,787
36788	02/04/2014	GOODYEAR	Goodyear Com Tire & Service Ctr	3,794.22	36,788
36789	02/04/2014	GRAINGER	Grainger	358.94	36,789
36790	02/04/2014	HDFOWL	H. D. Fowler Company	4,675.67	36,790
36791	02/04/2014	HOMEDE	Home Depot	1,470.55	36,791
36792	02/04/2014	IPS	Integrated Print Solutions, Inc	3,285.00	36,792
36793	02/04/2014	ISSCEDAR	Issaquah Cedar & Lumber	1,085.26	36,793
36794	02/04/2014	JAYMARC	Jaymarc Investments, Inc	982.43	36,794
36795	02/04/2014	JIRSA	Barbara Jirsa	291.54	36,795
36796	02/04/2014	McCARTHP	Pat McCarthy Productions Inc	1,596.00	36,796
36797	02/04/2014	MINUTE	Mike Immel	164.26	36,797
36798	02/04/2014	NABARR	National Barricade Co., LLC	994.52	36,798
36799	02/04/2014	NC MACH	NC Machinery Co	978.29	36,799
36800	02/04/2014	NETRUCK	North End Truck Equip Inc	2,086.16	36,800
36801	02/04/2014	NWCASC	Northwest Cascade, Inc.	1,201.18	36,801
36802	02/04/2014	NWLSVC	NW Landscape Services of WA LLC	5,475.00	36,802
36803	02/04/2014	NWWeath	NW Weathernet	310.00	36,803
36804	02/04/2014	OILCAN	Oil Can Henry's	67.88	36,804
36805	02/04/2014	PACSOIL	Pacific Topsoils, Inc	3,674.06	36,805
36806	02/04/2014	PLAYCREA	Play Creation, Inc.	2,959.29	36,806
36807	02/04/2014	SAM	Sammamish Plateau Water Sewer	928.69	36,807
36808	02/04/2014	SAMCHAMB	Sammamish Chamber of Commerce	50.00	36,808
36809	02/04/2014	SEQUOYAH	Sequoyah Electric, LLC	1,075.45	36,809
36810	02/04/2014	SOLLART	Chris Sollart Photography	793.87	36,810
36811	02/04/2014	SPECTRA	Spectra Contract Flooring	957.41	36,811

Check	Date	Vendor No	Vendor Name	Amount	Voucher
36812	02/04/2014	SPRAGUE	SPRAGUE	91.98	36,812
36813	02/04/2014	SUBPROPA	Suburban Propane	56.98	36,813
36814	02/04/2014	TAGS	Tags Awards & Specialties	75.94	36,814
36815	02/04/2014	TIGER	Tiger Oak Publications, Inc	850.00	36,815
36816	02/04/2014	TOPTOBOT	Top To Bottom Janitorial, Inc	3,000.00	36,816
36817	02/04/2014	ULINE	ULINE	3,421.02	36,817
36818	02/04/2014	WAWORK	Washington Workwear Stores Inc	864.37	36,818
36819	02/04/2014	ZUMAR	Zumar Industries, Inc.	334.87	36,819
				484,388.89	
Check Total:					

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36820	02/03/2014	US BANK	U. S. Bank Corp Payment System	19,452.67	36,820
Check Total:				19,452.67	

Accounts Payable

Computer Check Register

User: mdunham
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 Batch: 00016.01.2014
 Bank Account: APPR



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
36821	WATERREC	Water Recreation Program	2/4/2014		2,412.00
Check 36821 Total:					2,412.00
Report Total:					2,412.00



City Council Agenda Bill

Meeting Date: February 4, 2014

Date Submitted: January 22, 2014

Originating Department: Public Works

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: Transportation Comprehensive Plan Update

Action Required: Authorize the City Manager to execute a contract with Transportation Solutions, Inc. for an amount not to exceed \$60,000 for professional engineering services to complete an update to the transportation comprehensive plan.

Exhibits: Agreement for Services - Transportation Solutions, Inc.

Budget: This contract is proposing to utilize \$60,000 of the \$80,000 available in the adopted 2013-2014 Street Fund Budget (101-000-544-40-41-07).

Summary Statement:

This work is being initiated to provide the resources needed to update the Transportation Element of the City's Comprehensive Plan.

Background:

The City has an existing contract agreement (C2012-124) with David Evans and Associates, Inc. (DEA) to perform this work. The DEA team was selected in large part because of the system and historical knowledge of Victor Salemann. Mr. Salemann was the key individual at DEA responsible for crafting various transportation policy and options. In addition to his professional experience, Victor is very knowledgeable with the City's transportation and growth patterns as well as the history back before incorporation.

Staff was recently made aware that Victor is leaving DEA to work for Transportation Solutions, Inc. in Redmond. This contract will enable Staff to continue working with Victor as we begin the process of updating the Comprehensive Plan Transportation Element. A small portion of the current DEA contract will be utilized as needed for any traffic modeling work to support the Transportation Element update process.



City Council Agenda Bill

Financial Impact:

The cost of this work is included in the adopted budget for this task and was an anticipated expense.

Recommended Motion:

Authorize the City Manager to execute a contract with Transportation Solutions, Inc. for an amount not to exceed \$60,000 for professional engineering services to complete an update to the transportation comprehensive plan.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Transportation Solutions, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Transportation Solutions, Inc., hereinafter referred to as the "Consultant."

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. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$60,000

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **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, subconsultants, 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.

6. **Indemnification.** The 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

Exhibit 1

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

Exhibit 1

A. 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.

B. 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.

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

10. Termination.

A. 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

B. 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.

C. 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.

D. 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.

E. 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.

11. Discrimination Prohibited. 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.

12. 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.

13. 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.

14. 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.

15. 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.

Exhibit 1

16. **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.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

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

Company Name Transportation Solutions, Inc.
Contact Name David D. Markley
Street Address 8250 165th Avenue NE #100
City, State Zip Redmond, WA 98052
Phone Number (425)883-4134
Email davidm@tsinw.com

18. **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.

19. **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.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: David D. Markley

Print Name: _____

Print Name: David D. Markley

Title: City Manager

Title: PRESIDENT

Date: _____

Date: 1/19/17

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit A - Scope of Services

The Consultant shall assist City staff and other Consultants in the development of the City of Sammamish Comprehensive Plan. These services are focused primarily on the Transportation Element of the Comprehensive Plan, but may also involve coordination with the Land Use and Sustainability Elements.

The City desires a more policy focused Transportation Element with less technical content than the current version. Technical content and support of the policies may be provided in a parallel document.

Services are expected to include:

1. Attending City Council workshops and meetings.
2. Attending Planning Commission meetings.
3. Drafting policy language for Planning Commission review and comment.
4. Responding to Planning Commission and staff comments.
5. Researching transportation topics including:
 - a. Trends in local travel demand and trip generation;
 - b. Trends in active transportation; and
 - c. Trends in sustainable transportation.
6. Developing alternative Level of Service methods to achieve City objectives while being consistent with King County Countywide Planning Policies and PSRC requirements for Comprehensive Plans.
7. Preparing a draft Transportation Element consistent with the PSRC Comprehensive Plan Checklist.
8. Other services as may be requested.

The character of the services will be variable in nature and therefore the level of effort will vary. The total level of effort will be governed by the approved budget. The City and Consultant will agree to monitor the budget on a periodic basis to determine the desired level of effort within the services described above.

Victor Salemann will serve as the Principal in Charge for the Consultant. He will be supported by other members of the Consultant's firm to ensure the economic and timely performance of this agreement.

David Evans and Associates (DEA) will perform traffic model forecasts and analysis under a separate agreement. Consultant will coordinate directly with DEA and will make recommendations for specific model forecasts and/or analysis necessary to support the Transportation Element and Policies.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone: (425) 295-0500
 FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: Transportation Solutions, Inc.

Mailing Address: 8250 165th Avenue NE #100
 Redmond, WA 98052

Telephone: (425) 883-4134

Email Address: davidm@tsinw.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: Transportation Comprehensive Plan Update

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

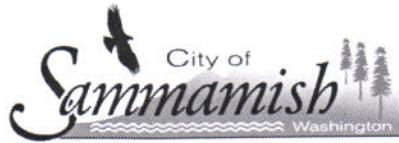
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the 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.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1383114

Social Security No.: _____

Print Name: David D. Markley

Title: Principal

Business Name: Transportation Solutions, Inc.

Business Address: 8250 165th Avenue NE, Suite 100, Redmond, WA 98052

Business Phone: (425)883-4134

1/19/14
Date


Authorized Signature (Required)



8250 - 165th Avenue NE
 Suite 100
 Redmond, WA 98052-6628
 T 425-883-4134
 F 425-867-0898
 www.tsinw.com

Exhibit "D"

**2014
 HOURLY BILLING RATES**

Transportation Solutions, Inc.

Classification	Hourly Labor Billing Rate
Principal	\$225 to \$250
Project Manager	\$180 to \$210
Project Engineer/Technician	\$130 to \$180
Engineering Intern	\$60 to \$120
Project & Financial Administrator	\$95 to \$110

EXPENSES

Reimbursable Expenses	Cost + 10% Markup
Sub-consultant invoices	Invoice + 10% Markup

Note: 10% markup is to cover revenue/excise tax levied by State of Washington and other city jurisdictions and to cover the administrative cost.

Billing rates are subject to change each January and during the year to reflect staff changes.



City Council Agenda Bill

Meeting Date: February 4, 2014

Date Submitted: January 29, 2014

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Confirming the issuance of Change Order #1 for the contract with Imperial Demolition & Earthworks for the demolition of the Kellman House (the site of the future Community & Aquatic Center).

Action Required: No action needed. Information only.

Exhibits: None.

Budget: \$25,000,000 is allocated in the City's budget for the Community and Aquatic Center Project.

Summary Statement:

A contract for the demolition of the Kellman House was approved by the City Council on December 3, 2013 in the amount of \$64,205.33 (\$58,635.00 + \$5,570.33 W.S.T.) An additional 10% contingency in the amount of \$5,864 was also authorized.

At the City Council meeting on January 21, 2014, staff informed the council of several unforeseen conditions that were encountered during the demolition. This included concrete in excess of the amount specified in the bid and the discovery of an underground vault that required pumping and demolition.

At the time of the presentation to council, we had not yet completed our negotiations with the contractor, but we anticipated the potential change order amount to be in excess of the contingency previously authorized by the City Council. Two options were presented to the city council:

1. Option 1: Complete the work up to the original amount authorized by the City Council. The remaining demolition work would be included in the scope of work for the Community Center construction project.
2. Authorize the City Manager to negotiate a change order for completion of the work, not to exceed \$13,500.

Council authorized the City Manager to pursue either option.



City Council Agenda Bill

The purpose of this agenda bill is to inform the City Council that staff determined performing this work under a change order was the more prudent option. The primary reason for this decision was due to safety concerns related to the exposed foundation. Had the work been deferred, the foundation for the annex portion of the home would have been left on-site. The drop from the edge of the foundation wall was in excess of six feet, which presented a safety concern, especially considering the site is adjacent to the park and library. As a result, the City Manager authorized Change Order #1 in the amount of \$13,450.98 (\$12,248.00 + \$1,166.98 W.S.S.T.).

Project Background:

In October, the interior of the Kellman House was partially salvaged by Second Use to benefit Habitat for Humanity. Eastside Fire and Rescue subsequently used the house for extensive training and drills that culminated in a final burn of the structure on January 13, 2014.

The demolition of the house commenced immediately after the burn. Several unforeseen conditions were encountered during demolition and they are further described below:

1. Concrete in excess of what was specified in the bid documents was discovered. Specifically, the foundation walls on the west side of the existing residence were far deeper than anticipated. These walls were expected to be somewhere in the range of three to four feet deep. While this was true for most of the structure, the contractor encountered a 114' long section of foundation wall that was 7'-3" deep, a 137' long section that was 6'-0" deep, and a 90' section that was 9'-0" deep. The additional concrete was estimated to be in excess of 80 tons.
2. The site included a secondary structure (a garage and several dog kennels). Upon demolition of this structure, the contractor discovered an underground vault full of liquid. The vault measured roughly 1000 cubic feet. This was likely the holding tank for the kennel septic system. The tank was not known to us at the time of demolition. The tank required pumping and demolition.
3. In addition, the septic tank for the main residence was found to be full and was pumped by the contractor.

At the time of this writing, demolition work is expected to be complete by Friday, January 31.

Financial Impact:

The total cost of the Kellman House Demolition is \$77,656.31. This includes the original contract (\$64,205.33) and Change Order #1 (\$13,450.98). A total of \$25,000,000 is allocated in the City's budget for the Community and Aquatic Center Project.

Recommended Motion:

No action needed. Information only.



City Council Agenda Bill

Meeting Date: February 4, 2014

Date Submitted: January 30, 2014

Originating Department: Public Works

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: NE 25th Way Neighborhood Traffic Management Project Construction Contract Award

Action Required: Authorize the City Manager to award and execute a construction contract with RRJ Company, LLC for construction of the NE 25th Way Neighborhood Traffic Management Project in the amount of \$327,962.50 and administer a construction contingency in the amount of \$49,194.

Exhibits: 1. Bid Summary

Budget: \$3,350,000 budgeted in the adopted 2014 Transportation Capital Improvement Fund and Street Fund.

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a construction contract with the lowest responsive and responsible bidder for construction of the NE 25th Way Neighborhood Traffic Management Project. The work consists of constructing physical traffic management devices and ADA curb ramp retrofit improvements on NE 25th Way from 228th Ave NE to 239th PI NE.

Staff advertised the project for bids on January 16, 2014. Bids were opened on January 30, 2014. Nine (9) bids were submitted. RRJ Company, LLC submitted the lowest responsible bid in the amount of \$327,962.50.

Background:

The City's Neighborhood Traffic Management Program (NTMP) works with local residents to reduce the impact of traffic speed and volumes on the city's residential streets. The program provides the process of identifying and addressing traffic concerns, and for the construction of physical traffic calming devices. Residents on NE 25th Way and in the surrounding Plateau Estates and Summer Ridge neighborhoods have participated in the NTMP since 2012. Following the process as outlined in the phase 2 of the NTMP, a public meeting was held on April 23, 2013 to inform residents of the project and gather public input on the proposed improvements. Based on feedback received at the public meeting, staff modified the



City Council Agenda Bill

project plan to develop a final recommendation of improvements. Residents circulated a ballot in support of the proposed improvements in the summer of 2013. The effort was successful and was followed by the submittal of a petition ballot containing the required approval signatures to the City in support of construction of the referenced NTMP Phase 2 traffic improvements on NE 25th Way from 228th Ave NE to 239th PI NE. These improvements include the installation of traffic circles, sidewalk curb extensions, rain garden curb extensions, raised crosswalk, roadside planter strips, pavement markings, and traffic control signage.

NE 25th Way and its cul-de-sac streets are included in 2014 Overlay Program to be repaved this spring. The NE 25th Way Neighborhood Traffic Management Project also includes ADA curb ramp retrofit improvements on NE 25th Way that are required prior to pavement overlay work.

The cost for this project will be funded through the 2014 adopted budget in the City's Transportation Capital Improvement Fund and Street fund. Staff recommends the authorization of a construction contingency to address any unanticipated items that may be identified during project construction. Construction management for this project will be provided in-house by existing City staff.

Financial Impact:

The work to be performed is covered by the following 2014 to the City budget items:

Neighborhood Projects (340-117-595-30-63-00):	\$ 100,000
Sidewalk Program (340-118-595-61-63-00):	\$ 250,000
Pavement Management Program (101-000-542-30-48-51):	\$ 3,000,000
TOTAL BUDGET:	\$ 3,350,000

Project Design (In-house):	\$ 0
Construction Management (In-house):	\$ 0
Construction Contract:	\$ 327,963
Construction Contingency (15%):	\$ 49,194
TOTAL ESTIMATED COST:	\$ 377,157

Recommended Motion:

Move to authorize the City Manager to award and execute a construction contract with the lowest responsible bidder for construction of NE 25th Way Neighborhood Traffic Management Project in the amount of \$327,962.50 and to administer a project construction contingency in the amount of \$49,194.



Bid Opening

City of Sammamish Public Works Department

Project: NE 25th Way Neighborhood Traffic Management Project

Bid Date & Time: January 30, 2014 2:00 pm

Signed Proposal
 Schedule of Prices
 Bid Security Form
 Acknowledgement of Receipt of Addenda
 Bidder Information and Signature
 Non-Collusion and Debarment Affidavit
 Minimum Wage Affidavit Form

Bidder									Total Bid Price
1	Award Construction, Inc.	X	X	X	X	X	X	X	\$410,593.00
2	R.W. Scott Construction Company	X	X	X	X	X	X	X	\$396,440.00
3	Global Contractors, LLC	X	X	X	X	X	X	X	\$358,850.00
4	Rodarte Construction, Inc.	X	X	X	X	X	X	X	\$433,745.00
5	Westwater Construction Company	X	X	X	X	X	X	X	\$590,130.00
6	Faber Construction	X	X	X	X	X	X	X	\$395,044.47
7	R.R.J. Company, LLC	X	X	X	X	X	X	X	\$327,962.50
8	Road Construction NW, Inc.	X	X	X	X	X	X	X	\$459,390.00
8	Kamins Construction	X	X	X	X	X	X	X	\$477,673.70

Engineer's Estimate: \$488,250

Exhibit 1



City Council Agenda Bill

Meeting Date: February 4, 2014

Date Submitted: January 29, 2014

Originating Department: City Manager's Office

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Amended and restated Interlocal Agreement establishing the eCityGov Alliance and related articles of incorporation.

Action Required: Approve the Amended and Restated Interlocal Agreement and the related Articles of Incorporation.

Attachments:

- (1) Amended and Restated Interlocal Agreement Establishing eCityGov Alliance
- (2) Articles of Incorporation
- (3) Section by Section Summary of Interlocal Agreement and Articles of Incorporation

Budget: Technology Replacement Fund – Intergovernmental Services (502-000-518-81-51-00)

Summary Statement:

The eCityGov Alliance (“Alliance”) was created in 2002 for the purpose of developing, owning, operating and maintaining online public programs and services. The *current* Alliance interlocal agreement (“ILA”) explicitly envisions the Alliance as a separate legal entity; however, technically the ILA needs to be amended to accomplish this. There are other important benefits of accomplishing the separate legal status: the intent in the existing ILA is that the Alliance own the intellectual property associated with its programs and services can be realized, and legal protections can be provided to the Alliance’s member and subscriber agencies. Approval of the new ILA will accomplish these things, as well as clarify a number of operational and other issues. The basic governance structures and current staffing structures will remain unchanged.

The Alliance Executive Board has been working with a consultant and legal team on this effort for the last year. The Executive Board recommends approval of the Amended and Restated ILA and related Articles of Incorporation.

Background:

The Alliance was formed in 2002 as a joint board for the purpose of providing online public programs and services. There were nine original member cities: Bellevue, Bothell, Burien, Issaquah, Kenmore, Kirkland, Mercer Island, Sammamish and Woodinville. Since 2002, Burien has dropped out as a partner



City Council Agenda Bill

city, and Woodinville, Snoqualmie and Renton have joined as partners. Earlier this year Renton gave notice that it wishes to convert to subscriber status beginning in 2014, leaving nine partner cities. In addition, there are several dozen agencies, both public and private, that subscribe to various Alliance services.

The Alliance currently provides and maintains six online programs and services:

- MyBuildingPermit.com
- MyParksandRecreation.com
- NWMaps.net
- NWProperty.net
- SharedProcurementPortal.com
- GovJobsToday.com

These programs are summarized in Exhibit A to the ILA.

The original 2002 interlocal agreement forming the Alliance was substantially amended in 2005, with further minor amendments in 2007 and 2009 (as so amended, referred to as the “Original Agreement”). The Original Agreement states in part that “The Agency shall be created as a separate legal entity as authorized by RCW 39.34.030.” The Alliance has been operating in many respects as a separate legal entity. However, since the Alliance was established, legal thinking has evolved in terms of how to accomplish “separate legal entity” status. There are a handful of options to accomplish this under the Interlocal Cooperation Act (Ch. 39.34 RCW): creating a partnership, a limited liability corporation or a nonprofit corporation. The nonprofit corporation form provides clarity in terms of decision making, flexibility to operate, and good legal protection to member cities. This corporate structure has been used by groups of municipalities many times in east King County and elsewhere around the state (e.g. NORCOM, EPSCA).

Under the proposed Amended and Restated ILA, the authorized scope of services that the Alliance will provide remains essentially as is in place today. In addition, the composition of the Board—one member from each city that is party to the ILA—remains unchanged.

So what is different, in addition to formalizing the legal entity status? The Executive Board is recommending several adjustments and updates to the ILA. There are also some changes required by the state nonprofit corporation law (Ch. 24.06 RCW). The Executive Board initiated changes include:

- (1) Clarifying the wording around the principles and purposes of the Alliance.
- (2) Moving to a two-prong supermajority vote structure for certain major items, including but not limited to expansion of programs offered, adding new “Principals” (Principals are parties to the new ILA and have a seat on the Executive Board), or appointing or removing the Executive Director. A Supermajority Vote requires approval of not less than 66% in total number of board members and 66% in total Weighted Votes of all Board members. Weighted Votes are based on population. (Under the Original Agreement, all voting is weighted by population and there is no supermajority requirement.)



City Council Agenda Bill

- (3) Adopting a two-prong simple majority vote for routine items (approval by more than 50% of those present and voting, by both Weighted Vote and number of Board members).
- (4) Clarifying that persons serving on the Executive Board must be their Principal agency's chief executive officer, or their deputy or equivalent.
- (5) Making it possible for municipal corporations *other than cities* to join as Principals (provided there is readily available reports on their population by which to calculate votes and budget shares);
- (6) Clarifying the budget approval process;
- (7) Clarifying that the Executive Director reports to the Board, not the supporting Operations Board;
- (8) Clarifying the provisions relating to ownership and use of intellectual property of the Alliance (all Principals have license rights to all the intellectual property of the Alliance) and how that property is distributed upon termination of the ILA.
- (9) Allowing the ILA to be amended by supermajority vote of the *Executive Board* in certain minor situations;
- (10) Updating the "boilerplate" sections of the ILA.

The nonprofit corporation act under which the Alliance is being reorganized also requires certain changes to the ILA, most notably: the termination, merger or consolidation of the agency, or sale of all or nearly all of its assets requires a Supermajority Vote.

Articles of Incorporation. One of the formal steps to reorganize the Alliance as a nonprofit corporation is the filing of Articles of Incorporation with the Washington Secretary of State. The Articles of Incorporation are summarized in Attachment 3. Like the ILA, the Articles must be approved by each City Council party to the ILA.

Financial Impact:

The financial impact of this action is minimal. The agency will be a government instrumentality, subject to the public records act and open public meetings act. No staffing changes are required or anticipated. There will be routine tax status and reporting filings for the agency to submit periodically. In addition, the agency must maintain separate books and accounts, and will be subject to a separate state audit as are other municipalities. If the Council elects to terminate participation in the Alliance by not approving the new ILA, the City will still be obligated to pay its share of the Alliance 2014 budget.

Recommended Motion:

Motion to approve the Amended and Restated Interlocal Agreement and the related Articles of Incorporation.

AMENDED AND RESTATED INTERLOCAL AGREEMENT
ESTABLISHING ECITYGOV ALLIANCE

AMENDED AND RESTATED INTERLOCAL AGREEMENT
ESTABLISHING ECITYGOV ALLIANCE

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AMENDED AND RESTATED INTERLOCAL AGREEMENT
ESTABLISHING ECITYGOV ALLIANCE

THIS AGREEMENT, incorporating all exhibits hereto, is entered into as of March 1, 2014, by and between the municipal corporations organized under the laws of the State of Washington which are parties signatory to this Agreement (hereinafter referred to as the “Principals”), pursuant to the Interlocal Cooperation Act Ch. 39.34 RCW and has been authorized by the legislative body of each Principal.

RECITALS

WHEREAS, each of the Principals is a party to the Interlocal Agreement establishing eCityGov Alliance, originally executed in 2002, and later amended in 2005, 2007 and 2009 (collectively, the “Original Agreement”); and

WHEREAS, the eCityGov Alliance was formed to provide for the joint development, oversight and delivery of regionally coordinated online public sector services; and

WHEREAS, the Principals wish to strengthen and modify the governance and corporate structure of the Alliance and update other provisions of the Original Agreement, while ensuring the Alliance maintains all its current rights and responsibilities except as modified herein; and

WHEREAS, the Original Agreement established the Alliance as a joint board and stated the intent of the Alliance to be formed as a separate legal entity; and

WHEREAS, the creation of an intergovernmental entity and joint instrumentality in the form of a governmental nonprofit corporation whose members are Principals will enable each Principal to participate in the joint oversight and management of programs and services offered by the Alliance, will enable each Principal’s use of these programs and services, provide economies of scale, create a mechanism for cross-agency collaboration, and provide more seamless public access to member agency services; and

WHEREAS, it is anticipated that additional government agencies will elect to join the Alliance over time, and that some may wish to do so as subscribers to the Alliance’s services rather than as Principals; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Nonprofit Corporation Act set forth in chapters 39.34 and 24.06, respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. REORGANIZATION OF ECITYGOV ALLIANCE AS A NONPROFIT CORPORATION.

The eCityGov Alliance (“Alliance”) is reorganized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW), and as so reorganized the Alliance shall continue to have all rights and responsibilities assigned it by the Principals as contemplated and accomplished pursuant to the Original Agreement, including but not limited to the responsibility for developing, owning, operating and managing the Alliance programs and services on behalf of the Principals and its Subscribers. Nothing herein shall be deemed to prevent the Alliance from any further reorganization permitted by applicable law, including without limitation conversion to a municipal corporation.

SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF ORIGINAL AGREEMENT.

This Agreement shall be of perpetual duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the Original Agreement which shall be of no further force or effect.

SECTION 3. DEFINITIONS.

a. Agreement. The “Agreement” is this interlocal agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

b. Alliance. The “Alliance” is the eCityGov Alliance, restructured per this Agreement as a nonprofit corporation owned and governed by its member Principals.

c. Articles of Incorporation. The “Articles of Incorporation” or “Articles” are terms defining aspects of the Alliance corporate formation under RCW 39.34.030(3)(b) and consistent with RCW 24.06.025, as they may hereafter be amended by the Executive Board.

d. Board Member. A “Board Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board or his/her designated alternate, and also includes any individual appointed to represent a Subscriber or Subscribers as a non-voting *ex officio* Board Member.

Exhibit 1

e. Bylaws. The “Bylaws” as adopted and amended from time to time by the Executive Board shall govern the operations of the Alliance Executive Board, Operations Board, and the officers thereof.

f. Executive Board. The “Executive Board” is the body described in Section 8 and shall be the governing body of the Alliance.

g. Executive Director. The “Executive Director” is the chief operating officer for the Alliance appointed by and serving at the pleasure of the Executive Board.

h. Fiscal Agent. The “Fiscal Agent” refers to that agency or government that holds and manages the Alliance’s funds, and performs accounting and other services for the Alliance as required per separate contract between the Fiscal Agent and the Alliance, and in accordance with the requirements of Chapter 39.34 RCW.

i. Operations Board. The “Operations Board” is the committee described in Section 9.

j. Original Agreement. The “Original Agreement” is the Interlocal Agreement establishing the eCityGov Alliance, originally executed in 2002, and later amended in 2005, 2007 and 2009. The Cities of Bellevue, Bothell, Issaquah, Kenmore, Kirkland, Mercer Island, Snoqualmie, Sammamish and Woodinville remain party to the Original Agreement as of January 1, 2014.

k. Operations Policy. The “Operations Policy” is a separate document adopted by the Executive Board, as it may be amended from time to time, which describes how data will be shared between the Participants and the Alliance, and sets forth operating procedures and rules for the Alliance Programs and Services.

l. Participants. All Principals, and all Subscribers, as they may be so constituted from time to time, are collectively referred to as the “Participants,” and individually referred to as a “Participant.”

m. Population. “Population” is the residential population of a Principal, according to the most recent annual report issued by the State Office of Financial Management determining the population of each city for purposes of taxation and allocation of certain state shared revenues in the following calendar year, or, for Principals who are not cities, such other official federal or state agency report that the Board determines provides sufficiently equivalent information.

n. Programs and Services. The “Programs and Services” are online public programs and services operated or sponsored by the Alliance. As of the date of this Agreement, the Programs and Services are those described in Exhibit A. Programs and Services offered by the Alliance may be expanded as described in Section 6.d.

o. Principal. A “Principal” is a municipal corporation formed under the laws of the state of Washington which has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive access to all Programs and Services offered by the Alliance, according to such terms and conditions as may be established by the Executive Board.

Exhibit 1

p. Program Committee. A “Program Committee” is a team of staff from Participant agencies tasked with developing proposals for, and assisting in the implementation of, Program Work Plans, under the guidance and direction of the Executive Director.

q. Program Work Plan. A “Program Work Plan” is a document describing the goals, staffing, milestones, budget and task list to accomplish a specified Program or Service within a specified period (typically a budget period). Program Work Plans shall be approved by the Executive Board per Section 7.n.

r. Representative. The term “Representative” refers to the individual representing a Principal or a Subscriber on the Operations Board, or his/her designated alternate.

s. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means the affirmative vote of a majority (more than 50%) of the votes present and voting, calculated by both Weighted Votes present and by number of the Executive Board Members present.

t. Subscriber. A “Subscriber” is a municipal corporation formed under the laws of Washington, or another corporation or entity which has agreed to pay the Alliance for services according to such terms and conditions as may be established by the Executive Board and evidenced by separate contract between the Alliance and such entity. A Principal may convert or be converted to Subscriber status as provided in Sections 10,13.d and 13.i, and a Subscriber that is formed as a municipal corporation under the laws of the state of Washington may convert to a Principal as described in Section 10.

u. Supermajority Vote. A “Supermajority Vote” means the affirmative vote of not less than sixty-six percent (66%) of the total Weighted Votes of the Executive Board, and not less than sixty-six percent (66%) of the total number of the Executive Board Members.

v. Weighted Vote. A “Weighted Vote” means a vote in which the vote of each Board Member representing a Principal is counted according to the proportional Population of each Principal in relationship to the total Population of all Principals.

SECTION 4. GUIDING PRINCIPLES.

It shall be the policy of the Alliance to adhere to the following principles to the best of its abilities and as is reasonably practical for the purposes of managing and operating the Alliance:

- a. Cost sharing is equitable;
- b. Risk is shared;
- c. Mission is not diluted;
- d. Focus is on providing strong and effective products;
- e. Roles and responsibilities are clearly defined;
- f. Benefit is clear and direct to Participants;
- g. Control and flexibility is retained by Participants;
- h. Business drives technology;

Exhibit 1

- i. Decision making is transparent and efficient;
- j. Innovation is supported; and
- k. Effectiveness and efficiency of programs and services is periodically confirmed by Executive Board review and consideration of options.

SECTION 5. PURPOSES OF ALLIANCE.

The Alliance shall have the following purposes:

- a. Create regionally coordinated portal(s) for the delivery of public sector services via the Internet.
- b. Provide citizens and businesses a variety of services and information in a manner that is coordinated among participating jurisdictions, and efficiently integrated with internal operations.
- c. Provide a forum for the sharing of resources in the development and deployment of future public sector services, forging partnerships with other public and private entities that seek to enhance services, information and business process, and create a mechanism for cross-boundary staff collaboration, training, and work coordination for Alliance services and products.
- d. Create economies of scale among Participants, by coordinating and cooperating in joint purchasing, application development and other projects, from which Alliance Participants benefit.

SECTION 6. ALLIANCE SERVICES.

- a. Generally. The Alliance has the responsibility to develop, own, operate, maintain, acquire and manage such Programs and Services as are currently provided by the Alliance, further described in Exhibit A and for managing the operations of the Alliance. It is expressly contemplated that this scope of services includes:
 - i. The implementation, operation and maintenance of replacement or upgrades of the Alliance Programs and Services as necessary or appropriate.
 - ii. The development and adoption of rules for access, use and maintenance of the Alliance by Participants and other users of Programs and Services.
 - iii. Any additional online public service Programs and Services as may be approved per Section 6.d.
 - iv. Other responsibilities reasonably necessary for the development, operation and maintenance of the Alliance.
 - v. Other related or ancillary services.

Exhibit 1

b. The Alliance is authorized to create and maintain a cooperative purchasing process, including but not limited to the creation of a small works roster and shared procurement portal. For so long as the Alliance maintains these operations, the Alliance shall be the lead agency for purposes of complying with the requirements of RCW 39.04.155, as it now exists or as hereafter amended and as authorized by RCW 39.34.030, as it exists now or as hereafter amended.

c. Limitation on Authority. The Alliance shall have no authority to set local policies, rates or charges, or take audit or enforcement action on behalf of any Participant.

d. Expansion of Scope of Services. As of the effective date of this Agreement, the Alliance offers those Programs and Services as described on Exhibit A. The Alliance may provide additional online public service Programs or Services only upon approval of a Supermajority Vote of the Executive Board.

e. Operating Policies and Rules for Use of Portal. In order to protect sensitive or confidential data, and assure the relationship between the Alliance and Participants remains fully functional and secure, the Executive Board shall adopt an Operations Policy. It is understood and agreed that the access and use of Alliance Programs and Services by any Principal or Subscriber is conditioned on that party's compliance with the Operations Policy. The Operations Policy will be regularly reviewed and updated by the Executive Board as necessary or appropriate.

f. Access by Principals to all Programs and Services. All Principals shall be entitled to use all Alliance Programs and Services, subject to the Principals compliance with the Operations Policy.

g. Requirement of Principals Use of Alliance Programs and Services. No Principal is required to use or deploy any Program or Service offered by the Alliance. Nothing in this Agreement shall be interpreted to preclude a Participant from using or deploying competing services or program similar in functionality to Alliance Programs and Services.

SECTION 7. ALLIANCE POWERS.

Through its Executive Board, the Alliance shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and Chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Executive Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals and to Subscribers;
- b. Review and adopt budgets for the Alliance, and approve budget expenditures;

Exhibit 1

- c. Establish policies for cost allocation and expenditures of budget items for the Alliance;
- d. Review and adopt a personnel policy for the Alliance (if applicable);
- e. Review and approve operating policies for the Alliance, its Programs and Services;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Alliance;
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW) as now or hereafter amended;
- h. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) as now or hereafter amended, and other applicable state and federal laws and regulations;
- i. Determine what Programs and Services shall be offered through the Alliance and under what terms they shall be offered, consistent with Section 6;
- j. Retain and terminate an Executive Director;
- k. Appoint and terminate a Fiscal Agent to hold and manage the Alliance's funds;
- l. Direct the Operations Board, to review and make recommendations and carry out such functions and responsibilities as the Board may expressly provide, or create new committees for such purposes;
- m. Approve strategic plans;
- n. Approve Program Work Plans and receive periodic briefings on progress in implementing same;
- o. Approve the addition of new Principals and new Subscribers and the terms of their participation in the Alliance and receipt of Alliance Programs and Services;
- p. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- q. Establish fees and charges for services provided to Participants or other parties, including but not limited to users of Alliance Programs and Services;
- r. Direct and supervise the activities of any committee and any advisory board established by the Executive Board and the Executive Director;
- s. Hear and resolve disputes between Participants and resolve change management issues that are not resolved at the Operations Board;
- t. Accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;
- u. Receive all funds allocated to the Alliance by Participants;

Exhibit 1

- v. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Alliance;
- w. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- x. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Alliance's name;
- y. Make and alter bylaws for the administration and regulation of its affairs; and
- z. Any and all other lawful acts necessary to further the Alliance's goals and purposes; and
- aa. Except as expressly provided above, the Alliance shall not have the power or authority to issue debt in its own name.

The Alliance, as a joint instrumentality of its municipal corporation members under Chapter 39.34 RCW, shall have no powers or authority that is not held by Washington cities.

SECTION 8. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. The Executive Board shall be composed of one (1) Board Member from each Principal. Such representatives are referred to as a Board Member or Executive Board Member. The Executive Board may, by Supermajority Vote, add one or more non-voting *ex officio* Board Members to represent a Subscriber or Subscribers.
- b. Powers. The Executive Board shall have final decision making authority upon all policy issues and shall exercise the powers described in Section 7. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board, subject to Section 12.
- c. Qualifications to Serve on Executive Board. To serve on the Executive Board, as either a voting or non-voting Board Member, a person must be the appointing agency's Chief Executive Officer (e.g., for a Principal that is a city, the Mayor or City Manager, or equivalent), or their deputy or equivalent.
- d. Conditions for Serving on Executive Board. All Executive Board Members and their alternates shall serve without compensation from the Alliance. However, the Alliance may pay for or reimburse Executive Board Members and alternates for reasonable out-of-pocket costs related to service on the Board.

e. Term of Office; Vacancies. Executive Board Members shall serve on the Executive Board for so long as they hold a position that qualifies them for the seat, unless the agency they represent elects to appoint another individual. Any vacancies shall be promptly filled by the appointing Principal.

i. Non-Voting Subscriber Representative(s) on Board. In the event the Board determines to add a Non-Voting Subscriber seat to the Board to represent more than one Subscriber, the Board shall determine the process to select and replace the Subscriber representative.

f. Alternates. Each Executive Board Member shall have a single alternate designated in writing. Alternates must be in a senior management position within their agency.

g. Quorum. A simple majority of the Board Members representing Principals (or their alternates) in number (excluding any Board Member which per Section 17 has given notice of withdrawal or which has been terminated by vote of the Executive Board) shall constitute a quorum of the Executive Board for purposes of taking action.

h. Voting. The Executive Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 8.i shall require a Simple Majority Vote for approval. A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballots is allowed. Voting by a designated Alternate is not considered a vote by proxy. A Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on budget items to be implemented prior to the withdrawal or termination date

i. Items Requiring a Supermajority Vote for Approval:

- i. Adoption or amendment of the Bylaws or amendment of the Articles of Incorporation.
- ii. Admission of a new Principal.
- iii. Creating a non-voting seat for a Subscriber or Subscribers on the Executive Board.
- iv. Adding new Programs and Services.
- v. Appointing or removing the Executive Director.
- vi. Approving changes in the cost allocation consistent with Section 13.g to consider factors other than Population.
- vii. Reinstatement of a Principal that had been converted to a Subscriber due to delinquency in making payments (See Section 13.i).
- viii. Merger, consolidation, sale of all or substantially all assets of the Alliance (See Section 16).

- ix. Amendment of the Agreement (except for those amendments requiring approval of all legislative bodies of the Principals per Section 18).
- x. Termination or dissolution of the Alliance (See Section 19).
- xi. Any other action actions requiring a Supermajority vote under Chapter 24.06 RCW.

j. Officers. The Executive Board shall have four officers, a Chair, Vice-Chair, Secretary and Treasurer. It will be the function of the Chair to preside at the meetings of the Executive Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Executive Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 1, 2016, whereupon a new Chair and Vice-Chair shall be elected by the Executive Board. Biennially thereafter, the Executive Board shall elect a new Chair and Vice-Chair for two (2) year terms commencing each May 1. The Chair and Vice-Chair must be Board Members. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Executive Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Executive Board may be removed by vote of the Executive Board, with or without cause, in which event the Executive Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins. The Executive Board may appoint persons other than Board Members of the Executive Board to serve as Secretary and Treasurer of the Alliance. The duties of all officers shall be further described in the Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Executive Board as he or she deems appropriate.

l. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once a year, at a time and place designated by the Chair of the Executive Board or by a majority of its Board Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Board Members upon giving all other Board Members not less than ten (10) days prior notice. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Board Members (or alternates) may participate in meetings by telephone conference or equivalent means of voice communication. At all times the Executive Board shall comply with Ch. 42.30 RCW (Open Public Meetings Act).

m. Articles of Incorporation and Bylaws. Unless otherwise provided in the Articles and Bylaws or vote of the Executive Board, upon the request of any Board Member of the

Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

n. Consultation with Operations Board. It is the intent of this Agreement to seek the active participation and advice of Participants in the determination of Alliance policies and management. To the extent practicable, all items to come before the Executive Board shall have been previously subject to the review, comment and recommendation of the Operations Board and the Executive Board shall consider input from the Operations Board in its deliberations.

SECTION 9. OPERATIONS BOARD.

a. Role and Responsibilities. An Operations Board shall be established to provide advice and recommendations to the Executive Board. The Executive Board may determine to direct the Operations Board to perform specific responsibilities within parameters defined by the Executive Board. The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between Alliance Principals and Subscribers.

b. Membership. Membership of the Operations Board shall include one (1) Representative from each Principal, appointed by the Executive Board Member representing that Principal, plus such additional Subscriber Representatives as the Executive Board may determine. Each Principal shall appoint in writing a designated alternate to serve on the Operations Board in case of absence of the primary Representative.

c. Qualification to serve on Operations Board. Representatives and their alternates shall be staff from the Principal (or Subscriber) they represent, and have broad authority within their organization to coordinate internally and represent their agency on Operations Board matters. Persons serving on the Operations Board (or alternates) shall serve without compensation from the Alliance.

d. Officers, Voting, Meeting Rules. The officers, voting and meeting rules for the Operations Board shall be set forth in the Alliance Bylaws.

e. Staffing. The Operations Board shall be staffed by the Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

SECTION 10. CONVERSION OF STATUS OF PRINCIPALS; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS.

a. Loss of Principal Status. As described in Sections 13.d and 13.i hereof, a Principal shall be converted to Subscriber for failure to approve its share of the budget or for

delinquency in payment of charges and fees. On the date of such conversion, said former Principal shall:

- i. lose its representation on the Executive Board;
- ii. lose its right to receive a share of the Alliance assets upon dissolution of the Alliance;
- iii. become subject to payment of charges and fees in accordance with the then applicable payment formula for Subscribers; and
- iv. be bound by the terms of the then current Subscriber service contract.

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its obligations to the Alliance or any other Participant.

b. Election to Convert to Subscriber: A Principal may elect to convert to Subscriber status effective the first day of the next budget period by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Executive Board, barring any basis for terminating the Principal and action thereon by the Executive Board.

c. New Principals: Subject to the terms of subsection (i) below, a municipal corporation otherwise meeting the qualifications of a Principal in Section 3.0 hereof may be admitted to the Alliance upon Supermajority Vote of the Executive Board and its approval and execution of a document confirming same. Similarly, a Subscriber may apply to the Executive Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention that the addition of new Principals shall not cause then-existing Principals or Subscribers to incur additional costs.

- i. If accurate data on the Population of an agency otherwise qualified to be a Principal is not readily available to the satisfaction of the Board, then such agency may not be admitted as a Principal until and unless this Agreement is amended in order to provide a mechanism for the calculation of: (1) the Weighted Vote of such agency; and (2) the calculation of the cost allocation as between the agency and other Principals per Section 13.g. Such amendments must be approved by the legislative authorities of each Principal as required by Section 18.

d. New Subscribers. The determination of whether to accept Subscribers shall be made by the Executive Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause then-existing Principals or Subscribers to incur additional costs.

SECTION 11. STAFFING AND PROGRAM COMMITTEES.

a. Generally. The Alliance shall be staffed in such manner as the Executive Board determines, including but not limited to the use of loaned employees from Principals, consultants or other service providers, purchase of services from Principals or others, or hiring staff, or any combination of the foregoing.

b. Program Committees. As may be directed by the Executive Board, Participants shall designate staff to participate in Program Committees tasked with assisting the Executive Director in the development and implementation of Program Work Plans. Program Work Plans shall be submitted for Executive Board consideration, and implemented consistent with the conditions of Executive Board action.

c. Program Work Plan Implementation Disputes. Program Committees shall submit any unresolved Program Work Plan implementation disputes to the Operations Board for its decision. If the Operations Board is unable or fails to resolve a dispute in a timely manner, it shall be forwarded to the Executive Board for resolution.

SECTION 12. ALLIANCE EXECUTIVE DIRECTOR.

a. Alliance Executive Director Appointment, Responsibilities and Authority. The Executive Board shall be responsible for the appointment and termination of an Executive Director of the Alliance. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement;
- ii. Develop and submit to the Executive Board a proposed budget, after seeking input on same from the Operations Board;
- iii. Consult with the Operations Board regarding Alliance operations, Programs and Services;
- iv. Administer the Alliance in its day-to-day operations consistent with the policies adopted by the Executive Board; and
- v. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.

b. Qualifications, Retention, and Termination. The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an “at will” position and may be terminated from his or her position as Executive Director upon the Supermajority Vote of the Executive Board, without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

c. Legal Counsel, Accountants and Auditors. Only the Executive Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants may be designated in such manner as the Executive Board may determine subject to Sections 7 and 8.

d. Contracts and Support Services. Subject to such additional requirements as may be set forth in the Bylaws, the Executive Director with advice of the Operations Board shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services.

e. Fiscal Agent and Administrative Services. The Executive Board may contract with a Participant or Participants to provide Fiscal Agent and financial management services for the Alliance, including but not limited to records, payroll, accounting, purchasing and data processing.

SECTION 13. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES; RESERVE FUNDS.

a. Budget Fiscal Year. The budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The “budget period” corresponds to the fiscal year or years so determined by the Board.

b. Budget Approval. The Executive Director shall develop the proposed operating budget in consultation with the Operations Committee. The Executive Director and Executive Board shall use best efforts to meet the scheduled budget dates set forth in this Section but failure to meet such dates shall not constitute a breach of this Agreement.

- i. The Executive Director shall present a proposed budget to the Executive Board by no later than **June 15** prior to the commencement of the budget period, together with the Operation Committee’s recommendations with respect to the proposed budget.
- ii. By no later than **July 31**, the Executive Board shall (1) review and revise the draft budget as it deems appropriate; (2) approve the draft budget (including proposed charges to Participants and any user fees); and (3) forward the same to Principals. The approved draft budget, and all proposed fees and charges shall be forwarded to Subscribers no later than **September 15**.

iii. The final budget shall be adopted by vote of the Executive Board effective no later than **December 31** prior to commencement of the budget period, after receiving information as to:

1. which Subscribers will be continuing to contract with the Alliance; and
2. which Principals have or will approve their shares of the Alliance budget, based on action or information from such Principals received by the Alliance no later than **December 1**.

iv. Vote Required to Approve Budget. A Simple Majority Vote of the Executive Board is required to approve the draft and final budget.

c. Payment of Charges. The Executive Board shall determine the timing of payments by Participants.

d. Failure of a Principal to Approve Budget Share. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Principal being converted to Subscriber status effective as of the first day of the budget period for which it did not approve its budget share.

e. Notification of Final Adopted Budget. Promptly following final adoption of the budget by the Executive Board, the Executive Director shall provide notice to all Principals and Subscribers as to the terms of the final adopted budget, including their share of Alliance costs, charges and fees, and the payment schedule.

f. Budget Modifications. Modifications to the budget shall be approved by a Simple Majority Vote of the Executive Board as necessary from time to time to account for changes in expenditures and revenues.

g. Cost Allocation. The costs of funding the approved Alliance budget, net of all estimated revenue chargeable to Subscribers and all other revenues, shall be generally allocated between all Principals based on their relative Population as compared to all other Principals. Nothing in this Agreement shall be construed to prohibit the Executive Board from including factors in addition to Principal Population or making other equitable adjustments in the cost allocation formulas, so long as the primary basis for allocation as between Principals remains Population, and any adjustment in the cost allocation formulas must be approved by a Supermajority Vote.

h. Subscriber Charges and User Fees. The Alliance shall impose such reasonable Subscriber charges as the Executive Board may determine, and may also impose user fees on others for use of Alliance Programs and Services, in order to recoup costs of Alliance operations, reserves and any other Alliance costs.

i. Delinquencies. Alliance policies and practices with respect to providing notice of, and charging interest on, late payments owing to the Alliance from Principals and Subscribers shall be established by action of the Executive Board, subject to Section 10. If such fees and interest penalties (if any), are not paid in full within 60 days of the original due date, then the Principal delinquent in payment of fees shall upon such 60th day be deemed immediately converted to the status of a Subscriber and subject to penalty as described in Section 10 A Principal that has been converted to Subscriber status per the preceding sentence may appeal to the Executive Board to be reinstated as a Principal, and approval of any such appeal shall require Supermajority Vote of the Executive Board. In the event a Principal converted to Subscriber status by non-payment of fees shall not have paid in full all fees and interest owing by six (6) months after the original due date, then the Executive Board may terminate provision of the Alliance's services to that former Principal. After one (1) year, the nonpaying former Principal shall be deemed to have withdrawn from this Agreement, but the termination of services shall not absolve the former Principal of its obligation to pay all fees and charges past due, together with any interest charges owing per Board policy.

j. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations or capital investments for the Alliance, at levels the Executive Board determines to be appropriate.

k. Use of Funds. Consistent with any use imposed on particular funds by statute, ordinance, Board resolution, contract, this Agreement or the Bylaws, the Alliance may use any available funds for any purpose authorized by this Agreement in connection with an authorized project.

SECTION 14. FISCAL AGENT; RETAINED AUTHORITY AND RESPONSIBILITY OF PARTICIPANTS.

a. Fiscal Agent. The Alliance may have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Alliance. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to: (i) deposit, manage and expend monies from Alliance funds in furtherance of the purposes of this Agreement; and (ii) carry out the provisions of any applicable service level agreement ("SLA") between Fiscal Agent and the Alliance. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board or as otherwise provided in the SLA.

b. Retained Authority and Responsibilities. Notwithstanding subsection 14.a above, each Participant shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to connect to Alliance online Programs and Services, including but not limited to each Participant's computer and data systems managing processes. Each Participant shall also retain the responsibility and authority for managing and maintaining the security and privacy of all data that the Participant links to Alliance online Programs and Services. Inter-connecting equipment and services will not be included in Alliance budget and operational program, except as the Executive Board may determine.

SECTION 15. OWNERSHIP OF PROPERTY.

a. Ownership of Property. The Alliance's existing interests in real, personal and intellectual properties (collectively, "Alliance properties") are hereby assigned and transferred to the newly reorganized Alliance. By approving and executing this Agreement, each Principal, assigns and transfers any and all interest in Alliance properties to the Alliance, which will own and manage the Alliance properties pursuant to this Agreement.

b. Loaned Property. Notwithstanding the foregoing Section, if any Participant provides equipment or furnishings for Alliance use, the title to the same shall rest with the respective Participant unless that equipment or furnishing is acquired by the Alliance.

c. Data. Each Participant shall retain ownership of its own data and property that may be used in connection with Alliance Programs and Services or other Alliance operations.

d. License Rights to Alliance Intellectual Property. Each Principal has a license to use the Alliance intellectual property, for so long as each Principal remains a Principal member of the Alliance in good standing. This license right shall survive termination of this Agreement, for any Principal that is a party in good standing to the Agreement as of the date of termination of the Alliance. No Principal may use licensed Alliance intellectual properties in a manner that competes with the Alliance. Subscribers shall have such license rights to use Alliance intellectual property as may be prescribed by separate agreement between the Alliance and a Subscriber.

e. Intellectual Property Developed at Request and Expense of Alliance. Any software code or other intellectual property developed, created, or improved at the request and expense of the Alliance, including without limitation work undertaken by city or other Principal or Subscriber agency staff pursuant to a contract with the Alliance, is the property of the Alliance.

f. Work Product/Confidentiality. All work product including records, data, information, development notes, discs, magnetic media, files, designs, sketches, finished or

unfinished documents or other documents, material or data created in performance of this Agreement is the property of the Alliance. All such work product shall be kept confidential by all the Principals and Subscribers and the Principal's and Subscriber's employees and agents and shall not be made available to any individual or organization by any Principal or Subscriber without the prior written consent of the Executive Board or unless required pursuant to court order, the Public Records Act or other applicable law.

SECTION 16. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of the Alliance with another entity, or the sale of all or substantially all assets of the Alliance, shall require a Supermajority Vote.

SECTION 17. WITHDRAWAL BY, OR TERMINATION OF, A PRINCIPAL.

a. Notice and Timing. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice to the Executive Board on or before December 31 in any year, and the Executive Board shall promptly inform all other Principals of such notice. That withdrawal shall become effective on the last day of the next calendar year.

b. Rights of departing Principal. Departing Principals shall have rights to copies of all data held by the Alliance relating specifically to the Principal. Any Principal withdrawing from the Alliance forfeits its interests in any of the property or intellectual property owned by the Alliance and any future revenues associated with Alliance products and/or services.

c. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to the Alliance or other Participants incurred prior to the effective date of the Principal's withdrawal. In particular but without limitation, a Principal converted to Subscriber status due to delinquency per Section 13.i. shall be obligated to pay its full allocation of the approved Alliance budget for the budget year in which the Principal was delinquent.

SECTION 18. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Alliance beyond the scope of expansion authorized in Section 6.d;
- b. The terms and conditions of membership on the Executive Board;
- c. Voting rights of Executive Board Members;
- d. Powers of the Executive Board;

- e. Principal contribution responsibilities inconsistent with Section 13.g;
- f. Hold harmless and indemnification requirements;
- g. Provisions regarding duration, termination or withdrawal; and
- h. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal or agreement to serve an additional Subscriber, or to expand or contract the services purchased by any Principal or Subscriber or offered by the Alliance as authorized in Section 6.d.

SECTION 19. TERMINATION OF AGREEMENT; DISSOLUTION OF ALLIANCE.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Alliance shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Alliance liabilities, shall be distributed to those Principals still participating in the Alliance on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principal's contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' operating budget contributions paid during such five-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.
- ii. Intellectual Property Rights. Principals and Subscribers shall retain the right after termination of the Alliance to their respective specific data then held by the Alliance or its vendors. Upon termination of the Alliance, each Principal will be provided a then-current version of software and data templates (absent any confidential data) for any and all Alliance Programs or Services so that each Principal may continue its non-exclusive use of such Program or Service. Any use or sale of such software or data templates by any Principal after termination of the Alliance shall not limit or otherwise

impact the rights of other Principals without their express consent. Notwithstanding the foregoing, the Executive Board may determine to sell intellectual property owned by the Alliance upon termination, in which case each Principal shall receive a share of the proceeds of sale consistent with the allocation described in subsection “i” above. Any such sale will not limit or otherwise impact the Principals’ rights to use the software and data templates provided after termination of the Alliance. The terms of this subsection shall survive expiration or termination of the Agreement.

- iii. Loaned Property. In the event of dissolution or termination of the Alliance, assigned or loaned assets shall be returned to the lending entity.
- iv. Allocation of Liabilities. In the event outstanding liabilities of the Alliance exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection “i” above.

c. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Alliance, unless provision is made for those obligations.

SECTION 20. DISPUTE RESOLUTION.

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Alliance (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers entering into new or amended contracts for service with the Alliance after the effective date of this Agreement. The terms of this provision shall not apply to disputes arising in connection with the implementation of Program Work Plans.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in

the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 21. INSURANCE.

The Executive Board, Executive Director, and Operations Board shall take such steps as are reasonably practicable to minimize the liability of the Participants, including but not limited to the utilization of sound business practice. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Alliance and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/ Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

SECTION 22. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the "Fiscal Agent" in this section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Alliance and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs ("Damages"), arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

c. Each Principal shall indemnify and hold the Alliance and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Alliance.

d. As provided in its Articles of Incorporation, the Alliance shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Alliance's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. Subscribers entering into new or amended service contracts with the Alliance after the effective date of this Agreement shall be required to agree to indemnify and hold each Principal and the Alliance and the Fiscal Agent, their officers, officials, employees and

volunteers harmless from any and all Damages arising out of the Subscriber's acts or omissions in connection with its use of the Alliance Programs and Services.

f. Further, the Alliance and each Principal shall indemnify, and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's or the Alliance's acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. 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 a party hereto and the Alliance, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

h. Each party shall give the other parties proper notice as provided in Section 24, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Alliance, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 23. INTERGOVERNMENTAL COOPERATION.

The Alliance shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Alliance's operations and minimize costs of service delivery.

SECTION 24. NOTICE.

Notices required to be given to the Alliance under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

Chair, Alliance Executive Board
c/o his/her Principal agency's address

Notices to Principals or Subscribers, Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission),

telegram, or personal delivery. Each Principal shall provide the Chair of the Alliance Executive Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

SECTION 25. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle, or if applicable, in Federal District Court, Western District of Washington.

SECTION 26. FILING.

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Executive Services Division of Records and Licensing Services, or its successor, Records and Elections, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 27. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 28. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION 29. RATIFICATION.

All prior acts taken by the Principals and the Alliance consistent with this Agreement are hereby ratified and confirmed.

SECTION 30. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2014, subject to: (1) approval by the legislative bodies of Principals representing not less than 88% of the Weighted Votes of the Executive Board as of January 1, 2014; (2) withdrawal from the Original Agreement prior to March 1, 2014, by any city party to the Original Agreement declining to approve this Agreement, and (3) prior filing of the Agreement as required by Section 26.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

CITY OF BELLEVUE

CITY OF BOTHELL

City Manager
Date: _____

City Manager
Date: _____

Approved as to form
City Attorney

Approved as to form
City Attorney

CITY OF ISSAQUAH

CITY OF KENMORE

Mayor
Date: _____

City Manager
Date: _____

Approved as to form
City Attorney

Approved as to form
City Attorney

CITY OF KIRKLAND

City Manager
Date: _____

Approved as to form
City Attorney

CITY OF MERCER ISLAND

City Manager
Date: _____

Approved as to form
City Attorney

CITY OF SAMMAMISH

City Manager
Date: _____

Approved as to form
City Attorney

CITY OF SNOQUALMIE

Mayor
Date: _____

Approved as to form
City Attorney

CITY OF WOODINVILLE

City Manager
Date: _____

Approved as to form
City Attorney

Exhibit A
Current Scope of Alliance Programs and Services

As of the date of this Agreement, the Alliance offers the following Programs and Services for subscription by Principals and Subscribers:

MyBuildingPermit.com: Provides one-stop online development service applications, inspection scheduling, permit status information, and tip sheets for government agencies in the Puget Sound region. Services include online over-the-counter and plan review applications including building, clearing & grading, electrical, fire, land use, mechanical, plumbing, right-of-way, sign, utilities; construction tip sheets & checklists; online permit status & history; and online inspection scheduling.

MyParksandRecreation.com: A single online location for searching the region for parks, trails and facilities provided by participating City Principals and Subscribers. Includes search capabilities for parks, trails and facilities; find recreation classes and activities; online registration; and contact and sign-up information.

NWMaps.net: Gives access to map-based information quickly and visually. Provides information about where users live, might open a business, or spend leisure/recreational time. Includes interactive mapping tool; property and community information; public facilities, schools, parks, trails; and community demographic and zoning information.

NWProperty.net: Provides a comprehensive listing of commercial property for sale and lease, demographic reports, and public data. Includes the ability to find available commercial property; interactive mapping tool; business demographics; city-wide demographics; and property data and more.

SharedProcurementPortal.com: A regional website that consolidates procurement services, making it easy for government and businesses to work together. The shared procurement portal offers features including: business opportunities from the Alliance members posted to a consolidated board where vendors can view and respond; automatic email or fax notifications of the business opportunities by categories/commodities; ability to electronically submit bids or proposals to member agencies; vendor registration with multiple users, contacts, attachments, and applications; and the ability to receive award results/postings electronically.

GovJobsToday.com: Allows job-seekers to view and apply for public sector jobs, in the Puget Sound region, at one convenient location. Includes online job applications; regional government job listings; online review and screening; secure, on-line application status, and compensation and classification data.

ARTICLES OF INCORPORATION

OF

eCITYGOV ALLIANCE

The undersigned, in order to form a not for profit corporation under Chapter 24.06 of the Revised Code of Washington ("RCW"), and pursuant to Chapter 39.34 RCW, hereby sign and deliver the following Articles of Incorporation:

ARTICLE I — NAME

The name of this corporation is:

eCITYGOV ALLIANCE

ARTICLE II — DURATION

The period of duration of the eCITYGOV Alliance (the "ALLIANCE") is perpetual.

ARTICLE III — PURPOSES

ALLIANCE is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Amended and Restated Interlocal Agreement Establishing eCityGov Alliance (the "Interlocal Agreement") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining online public service programs and services as further described in the Interlocal Agreement.

ARTICLE IV — PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles of Incorporation, the ALLIANCE shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the ALLIANCE shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of the ALLIANCE shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the ALLIANCE shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The ALLIANCE shall not have or

issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

ARTICLE V — POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles of Incorporation or in the ALLIANCE'S Bylaws or in the Interlocal Agreement, the ALLIANCE shall have all powers which now or hereafter are conferred under Chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the ALLIANCE's purposes.

ARTICLE VI — MEMBERS

Each Member of ALLIANCE must be a municipal corporation formed and existing under the laws of the state of Washington and meeting the other requirements described in the Interlocal Agreement. As used in these Articles, the term "Members" means "Principals" as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The ALLIANCE shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee or officer of the ALLIANCE, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the ALLIANCE or the winding up of its affairs. Upon dissolution of the ALLIANCE, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the ALLIANCE, and after returning, transferring, or conveying assets held by the ALLIANCE requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the ALLIANCE shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

ARTICLE VIII — DISSENTING MEMBERS

"Dissenting members," as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to "a return of less than the fair value" of their membership as that term is used in RCW 24.06.255.

ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the ALLIANCE shall be set forth in the Bylaws of the ALLIANCE.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the ALLIANCE is eCityGov Alliance, c/o City of Bellevue 450 100th Avenue, Bellevue WA 98004. The name and address of its initial registered agent is the City Clerk (or his/her designee), City of Bellevue, 450 110th Avenue N.E., Bellevue, WA 98004.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of nine (9) directors. The names and addresses of the persons who are to serve as initial directors are:

Brad Miyake, Interim City Manager
City of Bellevue
450 110th Avenue N.E.
Bellevue, WA 98004

Bob Stowe, City Manager
City of Bothell
18304 101st Avenue N.E.
Bothell, WA 98011

Bob Harrison, City Administrator
City of Issaquah
130 E. Sunset Way
Issaquah, WA 98027

Nancy Ousley, Assistant City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

Kurt Triplett, City Manager
City of Kirkland
123 Fifth Avenue

Kirkland, WA 98033-6189

Noel Treat, City Manager
City of Mercer Island
9611 S.E. 36th St.
Mercer Island, WA 98040

Lyman Howard, Deputy City Manager
City of Sammamish
801 228th Avenue. S.E.
Sammamish, WA 98075

Bob Larson, City Administrator
City of Snoqualmie
38624 S.E. River St.
Snoqualmie, WA 98065

Alexandra Sheeks, Assistant to the City Manager
City of Woodinville
17301 133rd Ave. N.E.
Woodinville, WA 98072

Directors may be removed as provided for in the Bylaws.

ARTICLE XII -- OFFICERS

The ALLIANCE shall have four officers, a President, Vice-President, Secretary and Treasurer. The President and Vice-President are referred to as the “Chair” and “Vice-Chair” respectively, in the Interlocal Agreement. The responsibilities of the officers shall be described in the ALLIANCE Bylaws.

ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

1. City of Bellevue
450 110th Avenue N.E.
Bellevue, WA 98004
2. City of Bothell

18304 101st Avenue N.E.
Bothell, WA 98011

3. City of Issaquah
130 E. Sunset Way
Issaquah, WA 98027
4. City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028
5. City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033-6189
6. City of Mercer Island
9611 S.E. 36th St.
Mercer Island, WA 98040
7. City of Sammamish
801 228th Avenue. S.E.
Sammamish, WA 98075
8. City of Snoqualmie
38624 S.E. River St.
Snoqualmie, WA 98065
9. City of Woodinville
17301 133rd Ave. N.E.
Woodinville, WA 98072

ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the ALLIANCE (a director is referred to as a “Member of the Executive Board” in the Interlocal Agreement) shall not be personally liable to the ALLIANCE for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Washington Nonprofit Miscellaneous and Mutual Corporation Act (the “Act”) is hereafter amended to expand or increase the power of the ALLIANCE to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the ALLIANCE, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the ALLIANCE occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the ALLIANCE shall indemnify any director and officer of the ALLIANCE who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the ALLIANCE to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the “Executive Board” in the Interlocal Agreement), the ALLIANCE may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the ALLIANCE. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the ALLIANCE, shall be advanced by the ALLIANCE to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the ALLIANCE shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles of Incorporation, the bylaws of the ALLIANCE, a vote of the Board of Directors of the ALLIANCE, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The ALLIANCE shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member’s/Principal’s officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the ALLIANCE. To such degree as the board of directors/Executive Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the ALLIANCE, the ALLIANCE may also indemnify and hold harmless Subscribers, including, but not limited to that Subscriber’s officers, directors, employees and agents from all claims, injuries damages, losses or suits, including reasonable attorney fees which arise out of acts and/or omissions of the ALLIANCE.

Nothing in these Articles of Incorporation may be interpreted as a waiver of sovereign immunity by any member.

Exhibit 2

Indemnification of directors and officers by the ALLIANCE shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such

indemnification would cause the ALLIANCE to lose its exemption from federal income taxation.

DATED as of this 1st day of March, 2014.

INCORPORATORS:

INCORPORATOR: City of Bellevue

INCORPORATOR: City of Bothell

By: Brad Miyake, Interim City Manager

By: Bob Stowe, City Manager

INCORPORATOR: City Issaquah

INCORPORATOR: City of Kenmore

By: Fred Butler, Mayor

By: Rob Karlinsey City Manager

INCORPORATOR: City of Kirkland

INCORPORATOR: City of Mercer Island

By: Kurt Triplett, City Manager

By: Noel Treat, City Manager

INCORPORATOR: City of Sammamish

INCORPORATOR: City of Snoqualmie

By: Ben Yazici, City Manager

By: Matthew R. Larson, Mayor

INCORPORATOR: City of Woodinville

By: Bob Leahy, City Manager

Exhibit 2

**Summary of
Amended and Restated Interlocal Agreement (“Agreement”) Establishing eCityGov Alliance and
Articles of Incorporation of eCityGov Alliance**

Interlocal Agreement

Sec.	Topic	Summary
1	Reorganization of eCityGov Alliance as a Nonprofit Corporation	The eCityGov Alliance (“Alliance”) is a joint board operation which provides online public programs and services. The Alliance is being reorganized under authorization of the Interlocal Cooperation Act (Ch. 39.34 RCW) as a nonprofit corporation pursuant to Ch. 24.06 RCW. Once re-structured as a nonprofit corporation, the Alliance will be a separate legal entity that is a municipal instrumentality, subject to all the same limitations to which cities are subject under state law.
2	Term of Agreement	The Agreement will be of perpetual duration, and may be terminated as provided in the Agreement. (See section 19)
3.	Definitions	<p>Among the key terms:</p> <p>“Participants” -- all Principals and all Subscribers.</p> <p>“Principals” – membership will be open to any municipal corporation (cities, counties, other municipal corporations formed under Washington law). All nine cities currently party to the original Alliance interlocal agreement are proposed to become Principals of the restructured Alliance: Bellevue, Bothell, Issaquah, Kenmore, Kirkland, Mercer Island, Sammamish, Snoqualmie, and Woodinville. (Renton moved to subscriber status at the end of 2013).</p> <p>“Programs and Services” are the online programs managed by the Alliance, including:</p> <ul style="list-style-type: none"> • MyBuildingPermit.com • MyParksandRecreation.com • NWMaps.net • NWPorperty.net • Shared ProcurementPortal.com • GovJobsToday.com <p>“Simple Majority Vote” requires approval of more than 50% of Board members present and voting, by both Weighted vote and by number of Board members.</p> <p>“Subscribers” –municipal corporations or other entities that contract for service from the Alliance.</p> <p>“Supermajority Vote” – Requires vote of not less than 66% of <i>all</i> members of the Executive Board in number AND not less than 66% by total Weighted Votes.</p> <p>“Weighted Vote” are votes counted by proportional population of each Principal.</p>
4.	Guiding Principles	Guiding principles from the Original Agreement are included, with some minor revisions.
5.	Purposes of the Alliance	These are primarily from the Original Agreement, but the wording has been revised.

Exhibit 3

6.	Alliance Services	The Alliance will develop, own, operate, maintain and manage the Alliance’s Programs and Services. The Alliance cannot set local policies, rates or charges, or take audit or enforcement action on behalf of Participants. The Alliance Executive Board will adopt Operating Policies for the Programs and Services; access and use by Participants to Programs and Services will be conditioned on compliance with the Operations Policy.
6.d	Additional Services	New online public programs and services may be added by the Alliance upon approval of a Supermajority Vote of the Executive Board.
7.	Alliance Powers	As a separate legal entity, the Alliance will have a full range of corporate powers (enter into contracts, sue and be sued, establish funds, buy and sell property, etc.) permissible under the Interlocal Cooperation Act and Ch. 29.06 RCW, but will not have the power to issue debt.
8.	Executive Board	<p>The Executive Board is the governance board for the Alliance. It has final decision making authority on all issues, and exercises all powers of the Alliance. The Executive Board may delegate day to day responsibilities to the Alliance Executive Director, and can assign specific tasks to the Operations Board and other committees within defined parameters.</p> <p>The Executive Board will be composed of one (1) Board Member per Principal. The Board may by Supermajority Vote add one or more non-voting Board Members to represent a Subscriber or Subscribers</p> <p>Board Members must be the Chief Executive Officer of their agency, or their deputy or equivalent. Each Board Member may have one designated alternate, with qualifications as similar to the Board Member.</p>
8.i	Supermajority Vote Items	<p>Routine items require a simple majority of a quorum to pass. The following will require a Supermajority Vote:</p> <ul style="list-style-type: none"> i. Adoption or amendment of the Bylaws or amendment of the Articles of Incorporation. ii. Admission of a new Principal. iii. Creating a non-voting seat for a Subscriber or Subscribers on the Executive Board. iv. Adding new Programs and Services. v. Appointing or removing the Executive Director. vi. Approving changes in the cost allocation consistent with Section 13.g to consider factors other than Population. vii. Reinstatement of a Principal that had been converted to a Subscriber due to delinquency in making payments (See Section 13.i).

Exhibit 3

		<p>viii. Merger, consolidation, sale of all or substantially all assets of the Alliance (See Section 16).</p> <p>ix. Amendment of the Agreement (except for those amendments requiring approval of all legislative bodies of the Principals per Section 18).</p> <p>x. Termination or dissolution of the Alliance (See Section 19).</p> <p>xi. Any other action actions requiring a Supermajority vote under Chapter 24.06 RCW.</p>
8.j	Board Officers	The Board will have 4 officers: President, Vice-President, Secretary and Treasurer. The Secretary and Treasurer functions may be performed by appointed staff; the Chair and Vice-Chair must be Board Members.
8.l	Meetings	The Executive Board will meet not less than once a year, and as often as it deems necessary. Open Public Meetings Act requirements apply to all meetings. Additional details about the Executive Board will be included in the Alliance Bylaws.
9.	Operations Board	<p>The “Operations Board” will provide advice and recommendations to the Executive Board and may be tasked with specific responsibilities by the Board, within defined parameters.</p> <p>The Operations Board will have 1 member from each Principal, plus additional Subscriber representatives as the Executive Board may determine.</p> <p>Persons serving on the Operations Board must be staff from the agency they represent, and have broad authority within their organization to coordinate internally and represent their agency on Operations Board matters.</p> <p>Details about the operation of the Operations Board will be set forth in the Alliance Bylaws.</p>
10.	Conversion of Status of Principals; Addition of New Principals or Subscribers	<p>Principals will be converted to Subscriber status if they fail to approve their share of the budget, do not pay their share of the budget, or are delinquent in payment for 60 days. Conversion means the Principal loses its vote on the Executive Board, and its right to receive Alliance assets upon dissolution. A converted Principal will be subject to the then applicable fee formula for Subscribers.</p> <p>Principals may also elect to convert to Subscriber status on not less than 9 months’ notice before the start of the next budget term (this option can only be exercised after the Initial Term.)</p> <p>The Executive Board at its discretion vote to add new Principals or Subscribers. Addition of a Principal requires a Supermajority Vote. Also, because cost allocation and Weighted Votes are</p>

Exhibit 3

		<p>based on Population, the ILA provides that if accurate data on the Population of an agency otherwise qualified to be a Principal is not readily available to the satisfaction of the Board, then such agency may not be admitted as a Principal until and unless this Agreement is amended in order to provide a mechanism for the calculation of: (1) the Weighted Vote of such agency; and (2) the calculation of the cost allocation as between the agency and other Principals. Such amendments must be approved by the legislative authorities of each Principal.</p> <p>Subscribers may request to be converted to Principals.</p>
11.	Alliance Staffing	<p>The Executive Board shall determine the means of staffing the Alliance—using loaned staff from Principal(s), hiring consultants or other service providers, hiring employees or any combination of means.</p>
12	Alliance Executive Director	<p>The Executive Board shall appoint an Executive Director who will be responsible for the day to day operation of the Alliance.</p> <p>The Executive Director will serve in an “at will” capacity.</p> <p>Only the Executive Board may approve selection of legal counsel, independent accountants and auditors.</p>
13	Budget – Approval Process	<p>The budget may be adopted on an annual or biennial calendar year basis.</p> <p>The Executive Director will present a proposed budget by June 15 to the Executive Board; the Executive Board will forward an approved draft budget to all Principals for their review by July 15. The final budget will be adopted by the Executive Board effective no later than December 31 after receiving information as to which Principals have approved their share of the budget in their individual city budgets, as well as information regarding continuing Subscriber interest.</p> <p>Budget approval requires a Simple Majority Vote.</p>
13.g	Budget—Cost Allocation and Cost Recovery	<p>Generally, costs of the Alliance net of Subscriber and other revenues, are allocated between all Principals based on their relative Population. If non-cities join as Principals, then the Board may make equitable adjustments to this allocation with Supermajority Vote approval, provided the primary basis for allocation shall remain population.</p>
13.i	Delinquencies	<p>If a Principal does not pay its charges when due, notice of delinquency is sent; if not cured within 60 days, the Principal is converted to a Subscriber. A converted Principal may appeal to the Executive Board for reinstatement (Supermajority Vote required). After 6 months nonpayment, service to the Principal</p>

Exhibit 3

		may be halted. After 1 year, the nonpaying party is deemed to have withdrawn from the Agreement.
14.	Fiscal Agent; Retained Authority	<p>The Alliance may have a lead administering agency to act as its Fiscal Agent (currently, this service is provided by Bellevue through a separate contract with the Alliance; this arrangement will continue).</p> <p>All Participating Cities retain authority for their operational departments and services and equipment connecting to the Alliance Programs and Services, and for management of security for all data that may be linked to the Alliance Programs and Services.</p>
15.	Ownership of Property	<p>Any existing interests in Alliance real, personal and intellectual properties are conveyed to the Alliance. Each Principal transfers any interest it has in Alliance properties to the Alliance.</p> <p>Each Participating City retains ownership of its data. Each Principal has a license to use the Alliance intellectual property for so long as it is a Principal in good standing, but may not use it in a manner that competes with the Alliance. The license right survives termination of the Agreement.</p> <p>Work product created in performance of the Agreement is property of the Alliance and will be kept confidential by all Participants, their employees and agents.</p>
16.	Merger or Consolidation of Agency; Sale of all or substantially all assets	Requires approval by Supermajority Vote of Board.
17.	Withdrawal by, or Termination of, a Principal	<p>A Principal can withdraw from the Agreement effective December 31 of a year, having given not less than 1 year’s advance notice.</p> <p>Departing Principals have rights to their data.</p> <p>Termination does not discharge Principal’s obligations to the Alliance or other participants. A Principal converted to Subscriber status due to delinquency is obligated to pay its full year of budget allocation.</p>
18.	Amendment of Agreement	<p>The Agreement can be amended by a Supermajority Vote of the Board, except for certain key items which can only be approved by the legislative bodies of all Principals—those key items include:</p> <ul style="list-style-type: none"> a. Expansion of services beyond that contemplated in Section 6.d. b. Membership on Executive Board c. Powers of Executive Board d. Contribution Obligations inconsistent with Section 13.g.

Exhibit 3

		<p>e. Changes to voting rights f. Hold Harmless/Indemnification g. Duration, termination, withdrawal from Agreement h. Conditions to Amend the Agreement.</p> <p>Addition of Principals or Subscribers, or adding/contracting services purchased by Participants or offered by the Alliance (beyond the scope of Section 6.d) does not require approval of Principals' legislative bodies.</p>
19.	Termination of Agreement, Dissolution of Agency	<p>Termination of Agreement and Dissolution of Agency requires a Supermajority Vote. Termination date will be at least 1 year following the date of the vote to terminate to allow for a wind-up of business.</p> <p>Agency real or personal property and liabilities (if any) will be allocated to Principals participating as of dissolution, based on ratio of their contributions to the preceding 5 years' operating budgets.</p> <p>Participants retain their rights to data after termination. Each Principal, upon termination, will receive a copy of software and data templates (absent any confidential data) so that they can continue to use Programs or Services on their own in a non-exclusive manner. Any sale of such software or data templates by a Principal cannot limit the rights of other Principals without their consent. Notwithstanding this, the Executive Board may sell the intellectual property by the Alliance, in which case each Principal will receive a share of proceeds consistent with the preceding paragraph (but such sale will not limit the Principals' rights to use the software and data templates.)</p>
20.	Dispute Resolution	<p>In event of disputes (between Principals or between Principal(s) and the Alliance), parties will first try to resolve issues by meeting together; if there is no agreement, a party may request mediation. Mediator must be mutually agreed and costs would be shared equally between the parties.</p>
21.	Insurance	<p>The Alliance will carry such insurance as the Executive Board determines is reasonably practicable to minimize liability of the Participants.</p>
22.	Indemnification and Hold Harmless	<p>Principal indemnify and hold harmless other Principals and the Alliance for damages arising out of their acts or omissions.</p> <p>The Alliance will indemnify and hold harmless Principals for damages arising out of its acts or omissions.</p> <p>Subscribers entering into new or amended service contracts with the Alliance after the date of the Agreement will be required to will indemnify and hold harmless Principals and the Alliance for damages arising out of their acts or omissions.</p>

Exhibit 3

		The Fiscal Agent is indemnified for damages arising out of Principals or Alliances acts or omissions.
23 - 29	“Boilerplate” sections	Intergovernmental Cooperation; Notice; Venue; Filing; No Third Party Beneficiaries; Severability; Ratification;.
30	Effective Date	The Agreement is effective on March 1, 2014, subject to: <ol style="list-style-type: none"> 1. Approval by the legislative bodies of Principals representing not less than 88% of the Weighted Votes of the Executive Board as of January 1, 2014; 2. Withdrawal from the Original Agreement prior to March 1, 2014, by any city party to the Original Agreement declining to approve the new Agreement; and 3. Filing of the agreement as required by the Interlocal Cooperation Act.

Articles of Incorporation

Article	Subject	Summary
I	Name of Agency	eCityGov Alliance
II	Duration	Perpetual
III	Purposes	A governmental instrumentality to carry out activities per the ILA.
IV	Prohibited Activities	No actions that would violate requirements of Internal Revenue Code for nonprofit corporations.
V	Powers	As described in ILA, Chapters 24.06 and 39.34 RCW
VI	Members	The Principal Cities are “members” of the corporation
VII	Distributions upon Dissolution	No director or officers will receive corporate assets upon dissolution. Assets will be distributed per ILA to member cities.
VIII	Dissenting Members	Ensures that Alliance assets will be distributed per ILA.
IX	Bylaws	Will provide for additional detail on operations of the Alliance; these will be adopted by the Executive Board once the Alliance is restructured as a nonprofit corporation.
X	Registered Agent	For purposes of receiving legal notice; will initially be the Bellevue City Clerk
XI	Directors	Initial Board of directors identified (list will be edited to delete any member whose city does not approve the Agreement)
XII	Officers	There will be 4 officers: President, Vice- President, (referred to as Chair and Vice-Chair in ILA), Secretary and Treasurer.
XIII	Incorporators	The Cities approving the Agreement (list will be edited to delete any city that does not approve the Agreement).
XIV	Limitation of Director Liability	Directors (Executive Board members) not personally liable for their actions unless intentional misconduct, taking personal benefit to which they are not entitled.
XI	Indemnification	Consistent with the ILA and Interlocal Cooperation Act, the Agency indemnifies officers and directors and Principals. May also elect to indemnify subscribers.

Exhibit 3

COUNCIL  *MINUTES*

Regular Meeting/Study Session

January 7, 2014

Mayor Tom Odell called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:

Councilmember Don Gerend,
Councilmember Kathy Huckabay
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama
Councilmember Tom Vance
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Kamuron Gurol, Assistant City Manager/Community Development Director
Joe Guinasso, Finance and Technical Services Director
Laura Philpot, Public Works Director
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Mayor Tom Odell led the pledge.

Oath of office

- Councilmember Don Gerend
- Councilmember Kathleen Huckabay
- Councilmember Bob Keller
- Councilmember Tom Odell

City Clerk Melonie Anderson administered the Oath of Office.

Election – Mayor/Deputy Mayor

Councilmember Huckabay nominated Councilmember Vance for Mayor. Councilmember Gerend nominated Councilmember Whitten for Mayor. Mayor Odell called for the vote and Councilmember Vance was elected to serve as Mayor for 2014-2015 by a vote of 5-2 with Councilmembers Whitten and Valderrama dissenting.

Councilmember Valderrama nominated Councilmember Gerend for Deputy Mayor. Councilmember Keller nominated Councilmember Huckabay for Deputy Mayor. Councilmember Huckabay was elected Deputy Mayor for 2014 by a vote of 5-2 with Councilmembers Whitten and Valderrama dissenting.

Mayor Vance presented outgoing Mayor Tom Odell with a plaque and recognized his contributions to the City.

Approval of Agenda

Councilmember Gerend requested to add a resolution regarding Klahanie annexation to Council reports.

MOTION: Councilmember Valderrama moved to approve the agenda as amended. Councilmember Odell seconded. Motion carried unanimously 7-0.

Presentations/Proclamations

Student Liaison Reports

Skyline High School Student Liaison Emily Owen - Students held a blood drive and met their goal for donations. They held a food and warm drive and donated it all to Tent City 4. They raised \$3,800 for the Ben Towne Foundation (<http://bentownefoundation.org>). They also have an anonymous donor who is matching the donation. The Key Club (<https://www.sites.google.com/site/skylinehighschoolkeyclub/>) needs volunteer opportunities. Club Med will compete soon and they are trying to raise money to cover travel (check here for further information: <http://shsclubmed.weebly.com/news.html>). The Cheer Team is going to State and National Championships.

Public Comment

Bob Kuprewicz, Representing Citizens for Sammamish, he spoke regarding connectivity in the City and the existing barricades.

Jon Wiseman, 7329 410 Avenue SE, Snoqualmie, Fire Fighters Union, Spoke regarding the EF & R Interlocal.

Tom Harmon, 4369 243rd Avenue SE, Thanked council for their work on opposing the annexation of Klahanie to Issaquah.

Consent Agenda

- Payroll for the period ending December 15, 2013 for pay date December 20, 2013 in the amount of \$292,036.36
- 1. **Approval:** Claims for period ending December 16, 2013 in the amount of \$1,935,513.04 for Check No. 36317 through 36440
- 2. **Approval:** Claims for period ending January 7, 2014 in the amount of \$1,278,832.07 for Check No. 36441 through 36543
- 3. **Resolution:** Accepting The Lower Sammamish Commons Park Community Garden Project As Complete/Henderson Partners, LLC
- 4. **Bid Rejection:** SE 14th Street Extension Project
- 5. **Contract:** Sports Turf Maintenance/Brickman Group
- 6. **Amendment:** Fire Services Study/FCS Group

7. **Approval:** November 18, 2013 Regular Meeting Minutes
8. **Approval:** December 3, 2013 Regular Meeting Minutes

MOTION: Councilmember Valderrama moved to approve consent agenda. Councilmember Gerend seconded. Motion carried unanimously 7-0.

Public Hearing - None

Unfinished Business - None

New Business - None

Council Reports

Council Committees – Council committees will be decided at the retreat in February.

MOTION: Councilmember Odell moved to appoint Councilmember Gerend and Deputy Mayor Huckabay to serve as the Eastside Transportation Partnership (ETP) regular representatives and Councilmembers Keller and Odell as alternates. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

MOTION: Deputy Mayor Huckabay nominated Councilmember Odell to be the primary representative and Councilmembers Keller and Gerend as alternate representatives to Sound Cities Public Issues Committee. Councilmember Gerend seconded. Motion carried 7-0.

MOTION Councilmember Whitten nominated Councilmembers Valderrama, Odell, Gerend and Mayor Vance and to be on the Legislative Committee with Councilmember Keller as an alternate. Councilmember Valderrama seconded. Motion carried 7-0.

- Klahanie Annexation – Councilmember Gerend explained the reason he was proposing a resolution regarding the annexation.

Councilmember Gerend presented Council with a resolution outlining the services that Sammamish could provide to Klahanie, if the annexation to Issaquah fails to win approval.

MOTION: Councilmember Gerend moved to approve the resolution. Councilmember Valderrama seconded.

AMENDMENT: Councilmember Valderrama moved to add design for improvements for Issaquah-Fall City Road, Duthie Hill Road and Issaquah-Pine Lake Road into the Sammamish Transportation Improvement Plan as a priority if Klahanie is successfully annexed into Sammamish. Councilmember Gerend seconded. Motion carried 6-1 with Councilmember Whitten dissenting.

City Manager Ben Yazici explained that the city cannot add these projects into Sammamish's TIP since they are not currently in our PAA.

MAIN MOTION: Carried as amended carried unanimously 7-0 (R2014-563).

Councilmember Valderrama attended a Citizen for Sammamish meeting and reported that there was a general consensus among those in attendance that there is a problem with accessibility to councilmembers and a lack of review of some of the processes the council uses to reach decisions. He recommended forming a Governance Committee to look into these concerns.

Councilmember Odell announced the Sammi Awards will be March 28, 2014 at Skyline High School.

City Manager Report

Mr. Yazici reported that Mary Pigott, city resident, donated close to \$1 million to the YMCA for the Community Center.

Environmentally Critical Areas Update Submittal to Ecology

Assistant City Manager/Director of Community Development Kamuron Gurol gave the staff report and showed a PowerPoint presentation (available on the city's website at www.sammamish.us). This update was given to ensure that staff followed Council direction when updating the ECA.

Councilmember Valderrama requesting sending a memo to Department of Ecology outlining all changes made to the ECA. Council did not agree with this direction.

Council agreed that they will not be holding interviews for Arts Commissioners since there are less candidates than spaces available.

Public Works Director Laura Philpot gave a staff report regarding an impending barricade removal at SE 16th Place. This is due to the development of the Kampp property.

Executive Session – None

Meeting adjourned at 8:21 pm.

Study Session

- Eastside Fire & Rescue Interlocal Agreement – Deputy City Manager Lyman Howard gave the staff report and gave a PowerPoint presentation (available on the city's website at www.sammamish.us).

Close Study Session

Melonie Anderson, City Clerk

Thomas E. Vance, Mayor

COUNCIL  **MINUTES**

Special Meeting/Study Session
January 14, 2014

Mayor Tom Vance called the special meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:

Mayor Tom Vance
Deputy Mayor Kathy Huckabay
Councilmember Don Gerend,
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Kamuron Gurol, Assistant City Manager/Community Development Director
Nate Elledge, Sammamish Police Chief
Tim Larson, Communications Manager
Laura Philpot, Public Works Director
Kari Sand, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Alan Gothelf, North Bend Board Member to Eastside Fire & Rescue (EF & R) led the pledge.

Approval of Agenda

Deputy Mayor Huckabay moved to change the agenda order by having the Executive Session come before public comment. Councilmember Odell seconded Agenda was approved as amended 7-0.

Executive Session – Potential Litigation pursuant to RCW 42.30.110 (1)(i)

Council recessed at 6:40 pm and returned at 6:50 pm. No action was taken

Public Comment

Kristina Pribbernow, 2518 233rd Place NE, She asked Council to prohibit temporary shelters of all kind in the City. She feels there are other ways to address homelessness

Anna Low, Sharewheel Tent City 4, She thanked the City Council, staff, Mary Queen of Peace, Sammamish Police, and EF & R for allowing them to stay in Sammamish for three months.

Alan Gothelf, North Bend Board Member EF & R He said was available to answer questions of the Council regarding the EF & R resolution.

CJ Kahler, He spoke regarding the proposed moratorium ordinance being presented tonight. He does not understand the nature of the emergency and urgency of passing this ordinance.

Elizabeth Maupan, Eastside Interfaith Coalition, She spoke regarding the need for encampments in King County. Housing costs are high and affordable housing is minimal.

New Business

Ordinance: Of The City Of Sammamish, Washington, adopting a six month moratorium on the acceptance, processing, and/or approval of temporary use permits or other approvals for temporary homeless encampments; providing for severability; declaring an emergency and establishing an immediate effective date

Sammamish Police Chief Nate Elledge gave a report on the criminal activity happening at Tent City 4. They have responded to 30 calls for service. This includes medical issues, controlled or banned substances, disturbances, thefts, trespass and a narcotics investigation that resulted in two arrests.

Assistant City Manager/Director of Community Development Kamuron Gurol gave the staff report and gave a PowerPoint presentation (*available on the city's website at www.sammamish.us*).

MOTION: Councilmember Gerend moved to approve the ordinance. Councilmember Odell seconded. Motion carried 5-2 with Councilmembers Valderrama and Whitten dissenting.

Councilmember Valderrama expressed concern that the Council may be overreaching their authority by the emergency nature of the ordinance.

Topics

- Commission Applicant Interviews
Council interviewed the following candidates:

Parks & Recreation Commission:

- Ann Precup
- Steve Wright
- Doug Eglington

Planning Commission:

- Frank Blau
- Cynthia C. Krass
- Katherine R. Low
- Thomas Mudayankavil
- Melinda Hall Wieder

➤ Fire Services Discussion

Deputy City Manager Lyman Howard and Eastside Fire & Rescue Deputy Chief of Planning, Wes Collins gave the staff report and a PowerPoint presentation (available at www.sammamish.us).

MOTION: Councilmember Gerend moved to extend the meeting to 10:30 pm if necessary. Councilmember Keller seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Huckabay moved to extend the meeting to 11:00 pm if necessary. Councilmember Gerend seconded. Motion carried unanimously 7-0.

Executive Session – Potential Litigation pursuant to RCW 42.30.110 (1)(i)

Council retired to Executive at 10:38 pm and returned at 10:50 pm. No action was taken.

Meeting adjourned at 10:45 pm.

Melonie Anderson, City Clerk

Thomas E. Vance, Mayor



Memorandum

Date: January 29, 2014
To: Ben Yazici
From: Kamuron Gurol
Re: Vision for the Comp Plan, Community Profile

Attached is the Community Profile that staff and consultants have developed to help inform the City Council's visioning process on February 4 and 11 in collaboration with the Planning Commission. This memo and the Profile are included in the Council packet and will also be provided to the Commission.

The Community Profile is intended to 'paint a picture' of Sammamish and to identify trends and data that would be of interest and useful in the discussion. The Profile draws from and complements other information recently developed such as the City's Economic Development Strategic Plan and the Parks, Recreation and Open Space Plan. It also includes information on public input collected to date, key demographic data and trends, information on growth and transportation, and community health information.

As you know, our current Comprehensive Plan vision statement is seen by some as a description of the community at present. The Council and Commission members should use the Profile information to create an updated 'working vision statement' that will be future-oriented and will guide the policy development process.

Please let me know if you have questions or need more information. Staff looks forward to these upcoming sessions!

City of Sammamish

Community PROFILE



January 2014



Exhibit 1

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Exhibit 1

chapter 1

INTRODUCTION



Since the 1999 incorporation, the City of Sammamish has developed and adopted several vision statements to describe our desired future. The City's Comprehensive Plan vision, which considers the City as a whole, was adopted about 10 years ago as part of the 2003 comprehensive planning process. More recently, the City has approved vision statements for specific functions or locations, such as parks and recreation, sustainability, economic development and Town Center. Now, in 2014, the City is reviewing and refining the Comprehensive Plan vision to ensure it still accurately describes the City's desired future and provides pertinent guidance for policy development.

To support this process, this Community Profile provides a picture of Sammamish in 2014. It describes ways in which the city has changed or remained constant since 2003, current trends that might be a preview of change to come, and preferences that city residents have reported. The profile draws from comprehensive sources of information, such as the US Census and state, regional and county sources, to distill the key characteristics that will help frame the City's vision and policies to support that vision.

WHAT IS INCLUDED IN THE PROFILE?

This report is organized into several sections, summarized below.

Findings and Observations. Lists several broad themes drawn from the findings in this document and describes how these findings may influence the City's future.

People. Describes key population characteristics, including demographic characteristics, a health profile, and employment characteristics.

Places. Describes key features of the natural and built environment, including sensitive areas, land use and development patterns.

Mobility. Describes regional and local trends in transportation patterns.

Vision Statements. Lists the existing vision statements that have been reviewed or adopted by the City.

Public Comments. Summarizes public comments received through the 2012 citywide survey and solicited through recent comprehensive planning outreach.

chapter 2



FINDINGS & OBSERVATIONS

This Community Profile provides an overview of the demographic, land use and transportation characteristics and trends of the City of Sammamish. It also provides a summary of public comment received through January 2014 in response to questions about concerns, hopes and priorities for Sammamish's future. This information is provided primarily to help inform thoughts on the long-term vision for Sammamish, but also to provide a basis for policy recommendations in the City's Comprehensive Plan Rewrite project.

Early findings distilled from this input are summarized below for your consideration. We look forward to additional observations and future discussions as the City proceeds through the visioning and comprehensive planning process.

Findings and Observations

A. Sammamish will likely continue to be a city of families. Characteristics that are often identified as making cities friendly to families include affordable housing, high public safety, available job opportunities, good schools and good access to parks and recreation activities. Easy multi-modal connectivity to daily needs is also often mentioned.

In the future, if demographic change in Sammamish tracks with regional and national trends, there may be increasing demand for housing stock and services to meet the needs of smaller families, including single parent families and single person head of households, such as seniors or millennials.

B. Sammamish has a small but growing population of older residents. Over the past 20 years, the proportion of City population between ages 55 and 75 is increasing faster in Sammamish than in east King County as a whole. The proportion of older residents can be expected to continue over the next 10 – 20 years.

C. Sammamish is growing more ethnically diverse. Sammamish has the third highest proportion of foreign-born residents in east King County and, since 2000, has had the largest proportional increase of cities in east King County.

A city can welcome ethnic diversity through flexible housing standards that recognize diverse housing needs, multi-lingual provision of information, provision of adequate space for commercial, religious and cultural services, support for multi-cultural sports and recreation and other measures.

D. Sammamish has adequate residential capacity to meet Growth Management Act targets. The City does not need to increase residential densities in order to meet GMA housing targets and the majority of the 2035 housing growth target can be accommodated outside of Town Center. There may be other reasons to consider increasing the form, concentration or numbers of housing units.

E. Town Center will play a significant role in the City's future. Town Center is the only significant area in Sammamish for future commercial and employment growth. Town Center has the capacity to provide the cultural, shopping and dining options that are a priority for many residents, including youth. Town Center also provides significant capacity for residential development and would provide alternative housing options for those who are not well-served by the traditional single family residence, such as older residents, younger residents, single person households and others.

F. Transportation priorities have shifted in Sammamish. Although Sammamish continues to be a city for which mobility is provided primarily through the private automobile, general visioning preference surveys and youth visioning exercises did not rate more roads and connections as a high priority. This is consistent with a 2012 citywide survey, which showed that concern over traffic had decreased significantly. Non-motorized projects have been in demand as a result of increased active travel. It is also consistent with local and regional trends that show that growth in daily vehicle miles traveled has slowed significantly over time and per capita daily vehicle miles traveled is decreasing as commuters choose flexible work schedules, telecommuting, and transit to reduce peak hour and daily auto trips. In the future, alternative approaches to promoting mobility, such as management of demand, rather than expansion of facilities, may be more in line with transportation priorities expressed by residents.

chapter 3

PEOPLE



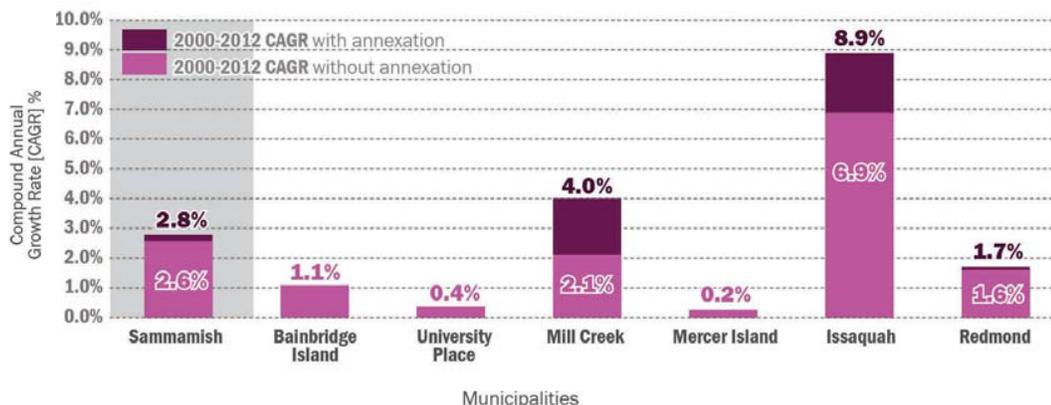
This chapter provides data on a range of topics to describe who lives and works in Sammamish. Data are divided into three broad topics: demographics, employment, and community health. Unless otherwise noted, data in this section is based on US Census data or the American Community Survey, an ongoing annual statistical survey conducted by the US Census Bureau to provide communities with updated information. Numbers and percentages are rounded to the nearest whole number.

Overview

In 2013, Sammamish had an estimated population of about 48,060 people, an increase of about 2,300 since 2010 and 14,000 since 2000. Overall, our rate of growth is within the range of growth experienced by comparable cities in the region.

POPULATION GROWTH RATE WITH ANNEXATIONS SAMMAMISH AND COMPARISON CITIES, 2000-2012

Washington Office of Financial Management, 2012; Puget Sound Regional Council



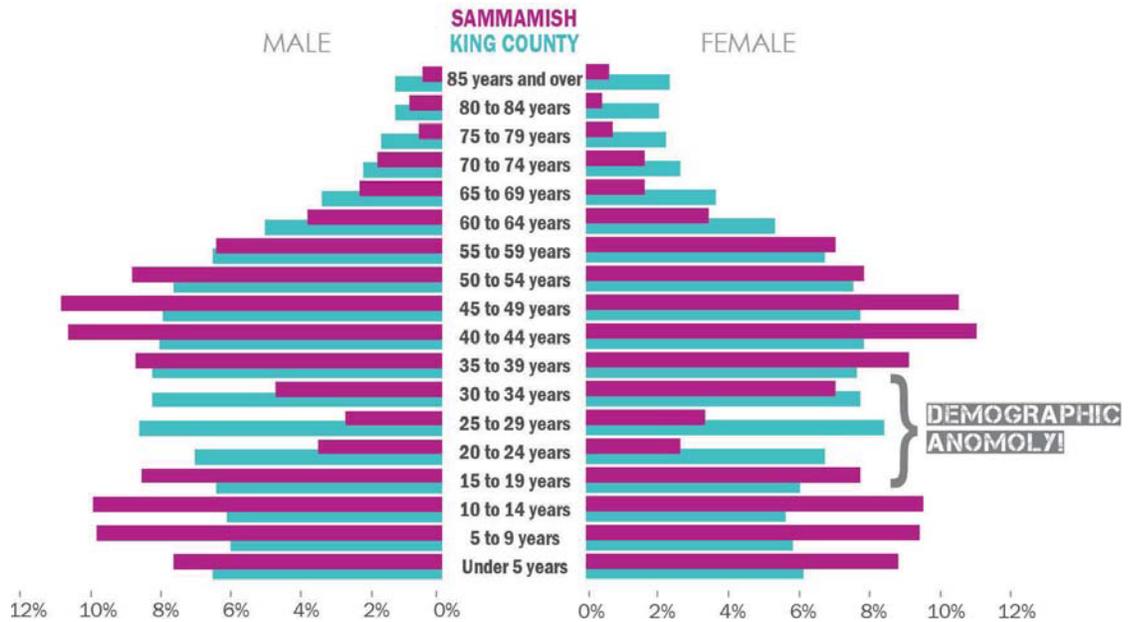
Age Composition

2012 SAMMAMISH POPULATION:
47,420
BETWEEN 2012 AND 2040 THE POPULATION
OF SAMMAMISH IS FORECAST TO GROW BY
34% TO 63,529

- The median age of Sammamish residents was 37.5 in 2012 up from 35.3 in 2000.
- We have a large population of children. Roughly one-third of our population is under the age of 18.
- Relatively few young adults live in Sammamish. About 7% of our population is between the ages of 18 – 29.
- Although our over age 65 population is relatively small, this population is rapidly growing; single person households over age 65 grew from 172 in 2000 to 419 in 2012.

POPULATION PYRAMID OF SAMMAMISH

U.S. Census American Community Survey 2011 (ACS), CAI



Household Composition

- Compared to the surrounding region, our household size is relatively large and our percentage of households with children is relatively large. This is a consistent trend in Sammamish. Between 2000 and 2012, family households have accounted for most of the City’s growth and non-family households and single person households have declined as a proportion of all households. In 2012, we have about 15,500 households and an average household size of 3.05 persons. As comparison, the household size in the Puget Sound region has remained stable at about 2.4 persons since 2000, slowing a declining household size trend dating back to 1960. In the 2000 – 2010 time period, the composition of Puget Sound households has changed, with fewer children and more persons 65 years and older.¹

¹ Puget Sound Regional Council. Puget Sound Trends, No. D11. December 2012.

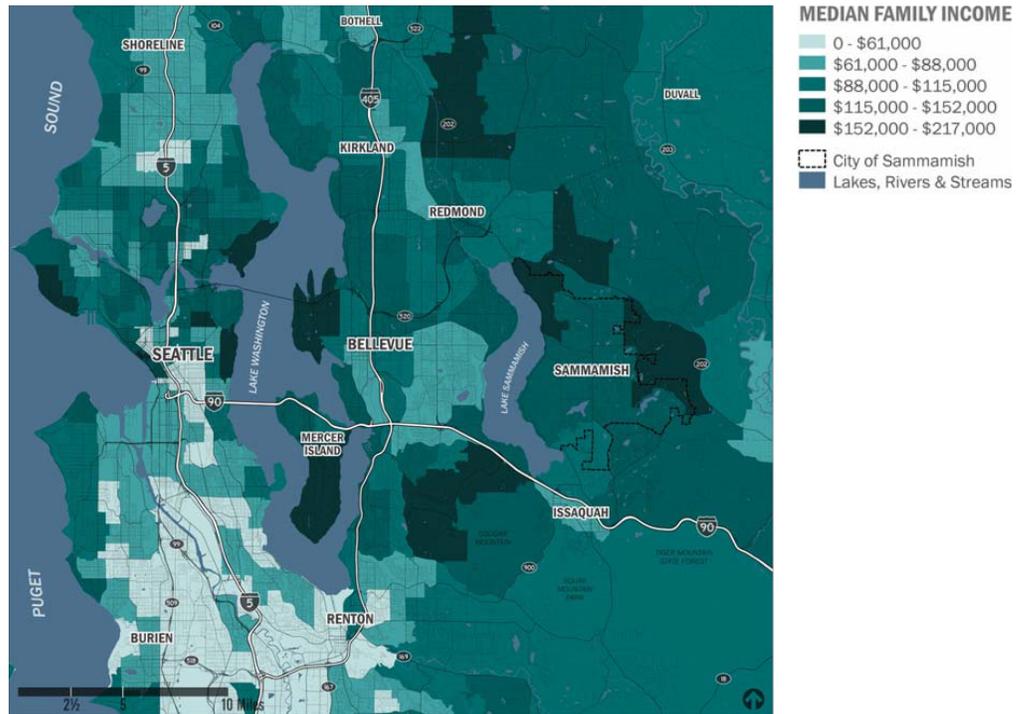
HOUSEHOLD COMPOSITION SAMMAMISH VS. KING COUNTY

U.S. Census ACS, CAI



Income

- We are an affluent community, with a median family income \$144,943 compared with \$89,716 in King County, or about 60% higher than the King County's overall median income of \$89,716.. Per capita income was \$53,758 compared with \$38,586 countywide.
- Sammamish also has a small portion of the population that is dealing with economic hardship. The city's poverty level is 2.4%; about 2% of the population (302 people) received SNAP (food stamp) benefits in the past 12 months, and 2.6% (1,271 people) have no health insurance coverage.



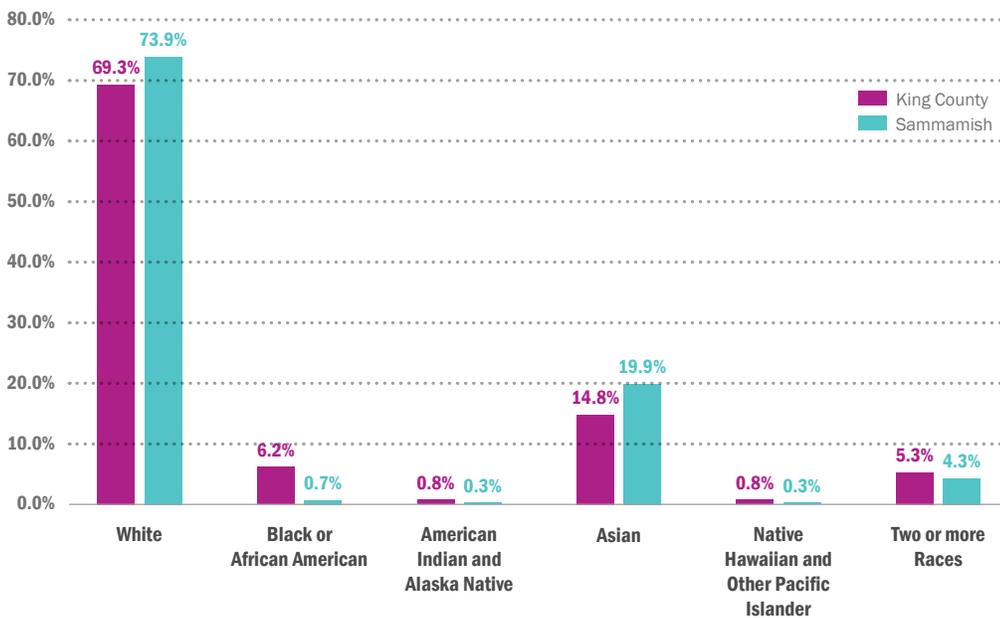
MEDIAN FAMILY INCOME
IN SAMMAMISH (\$143,632) IS NEARLY

60% HIGHER
THAN KING COUNTY OVERALL

Race and National Origin

- About three quarters (74%) of Sammamish residents identify as white. Asians are the largest nonwhite race represented in Sammamish, making up about 20% of the population, compared with 15% countywide. In 2000, 8% of Sammamish’s population was Asian.
- Sammamish is home to a relatively large proportion of foreign born persons—9% are foreign-born naturalized citizens, and 14% are foreign-born non-citizens. The total foreign-born population is 24%, slightly more than the county average of 21%. 26% of Sammamish residents speak a language other than English at home, and 6% speak English less than “very well”.

RACIAL MAKEUP OF SAMMAMISH



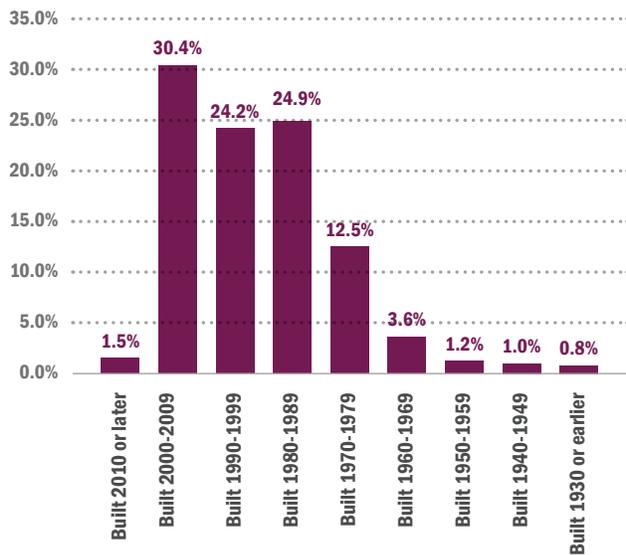
Education

We are a well-educated community. About 43% of residents 25 years and over have a bachelor’s degree and 27% have graduate or professional degrees, for a total of 70% of the population with a bachelor’s degree or higher. Comparatively, 46% have a bachelor’s degree or higher countywide.

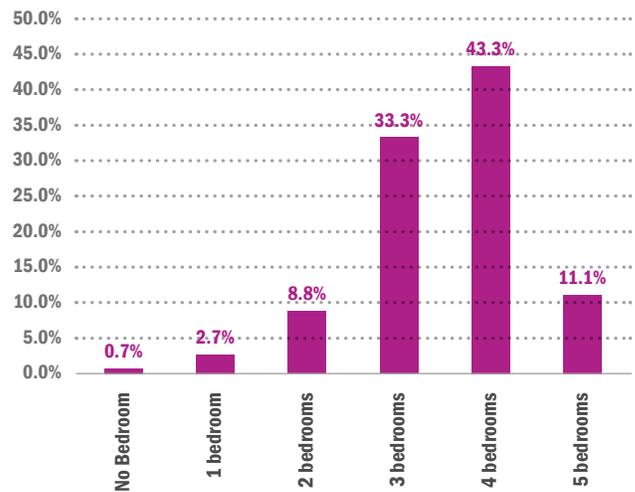
Housing

- The housing stock on Sammamish is nearly uniformly large single-family residences built in the past 30 years. Overall, housing units are relatively large, with over half having four or more bedrooms and a little over 10% having two bedrooms or less.
- The proportion of owner-occupied units to renter-occupied is higher than elsewhere in the county. 88% of homes are owner-occupied compared with 57% for King County.

YEAR STRUCTURE BUILT

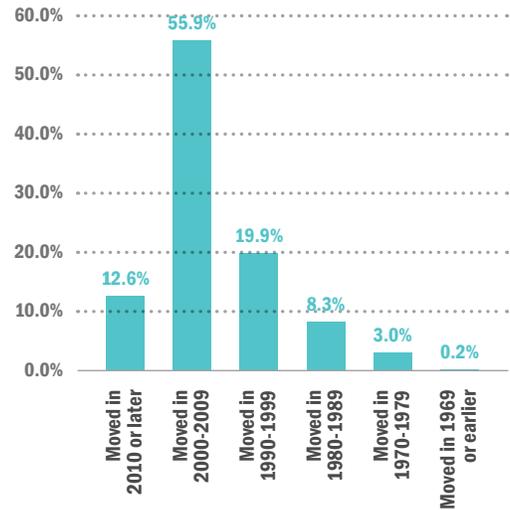


NUMBER OF BEDROOMS IN SAMMAMISH DWELLING UNITS

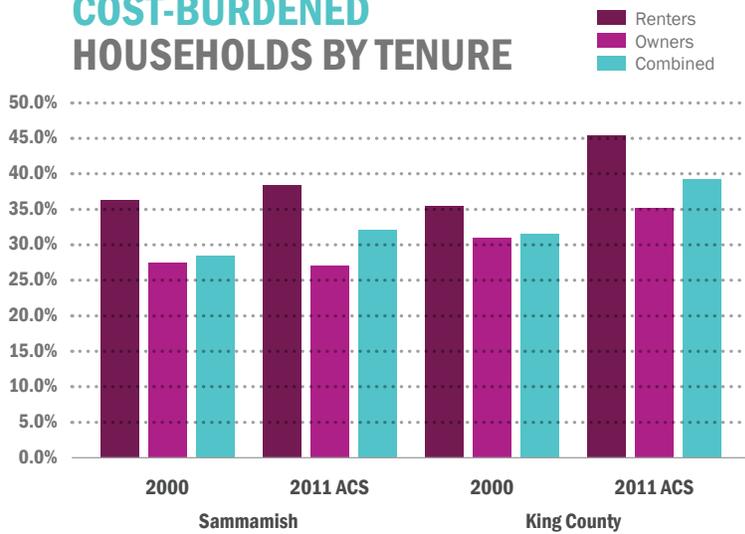


- Most residents are relatively recent arrivals, with 69% having moved in since 2000.
- Housing values are generally high, with an estimated 2010 median value of \$615,000 for owner occupied homes in Sammamish, an increase from an estimated median value of \$362,900 in 2000. Comparatively, median values in the neighboring cities of Redmond and Issaquah are estimated at 457,000 and 458,000, respectively.
- Roughly a third of households in Sammamish are cost-burdened (defined as paying more than 30% of income for housing). In general, more renters than owners are cost-burdened.

YEAR HOUSEHOLDER MOVED INTO UNIT

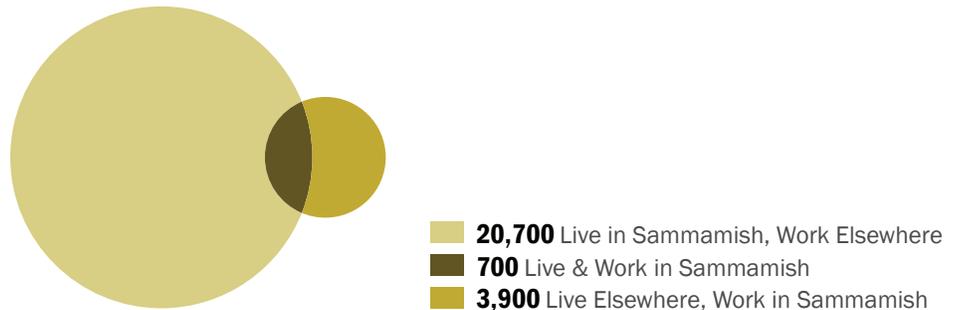


COST-BURDENED HOUSEHOLDS BY TENURE



Employment

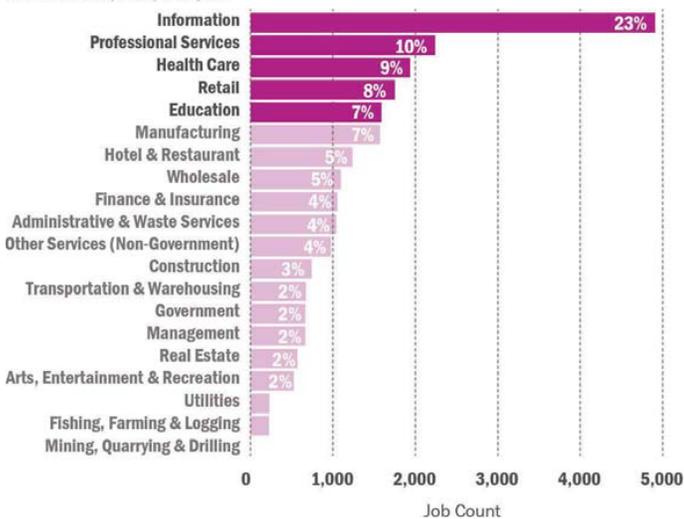
- There are 21,400 workers in Sammamish. 20,700 of these workers commute to jobs outside the City.
- There are about 4,600 jobs in the City of Sammamish. 700 of these jobs are filled by City residents and 3,900 are filled by those who live elsewhere.



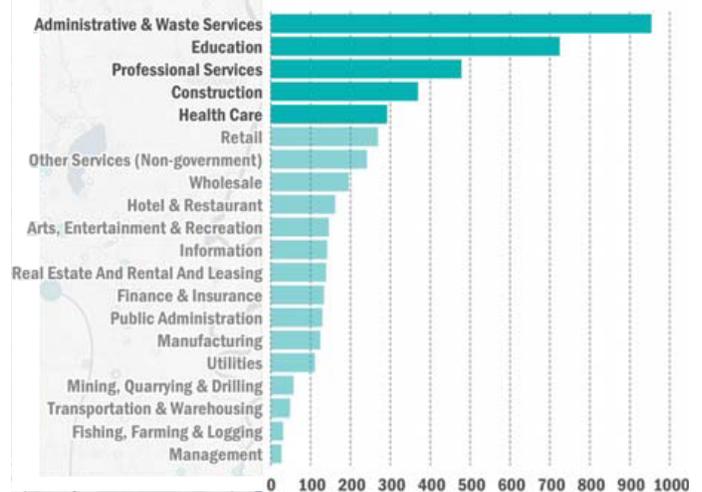
- The top employment sectors for all Sammamish workers are information and professional services. Together these two categories comprise about one-third of all jobs for Sammamish workers.
- The top employment sectors for jobs in Sammamish are administrative and waste services, and education, comprising roughly one-third of all jobs in the City.

TOP 5 EMPLOYMENT SECTORS FOR ALL SAMMAMISH WORKERS

U.S. Census ACS, PSRC, LEHD, CAI

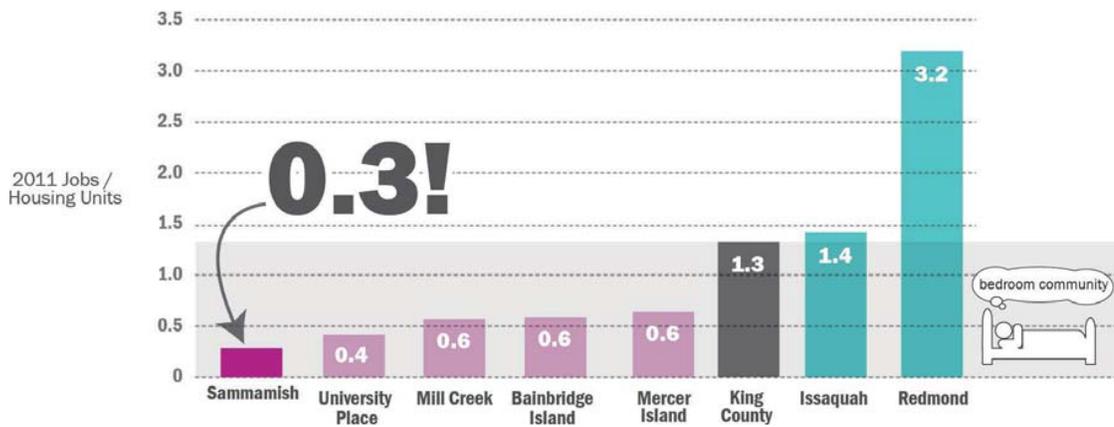


TOP 5 EMPLOYMENT SECTORS FOR SAMMAMISH JOBS



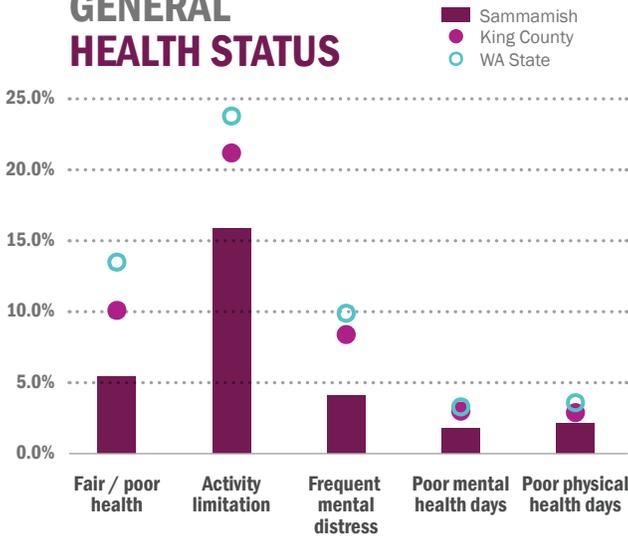
JOBS TO HOUSING RATIO SAMMAMISH AND COMPARISON CITIES, 2011

Washington Office of Financial Management, 2012



- We have a relatively low jobs to housing ratio (0.3) compared to neighboring cities.
- About 4,400 of Sammamish workers have children under the age of 6, and 10,202 have children between the ages of 6 and 17. Of those with children under age 6, about 46% have all parents in the labor force. For those with children ages 6-17, about 66% have all parents in the family in the labor force.

GENERAL HEALTH STATUS



Community Health

Overall, Sammamish residents enjoy comparatively good health. By nearly all health metrics produced by Seattle & King County Public Health, Sammamish is as healthy as or healthier than King County and the State of Washington as a whole.

Additional factors that influence the health of our community are found in other chapters of this Profile. For example, Chapter 3, People, describes our demographic characteristics, poverty status, housing affordability and employment profile; Chapter 5, Mobility, describes our opportunities for active transportation.

Of the 25 King County cities, Sammamish has among the best health outcomes in:

- Education and income levels
- Life expectancy and cause of death
- Risk factors and chronic disease

Sammamish also has:

- 3% of the population who are below the federal poverty level
- About 1/2 of all renters paying more than 30% of their income for rent

Youth Health Survey

The Issaquah School District recently conducted a healthy youth survey at its schools, including Skyline High, Pine Lake Middle School and Beaver Lake Middle School in Sammamish. At Skyline High School, only 10th graders were surveyed and most findings were similar to statewide averages. Some key findings are summarized below.

- About 24% report current alcohol use and 11% report binge drinking.
- 13% report current marijuana use.
- Most students reported feeling safe at school, with 27% of 10th graders reporting feeling bullied in the past 30 days.
- About 23% report 60 minutes of physical activity each day.
- About one-quarter report experiencing depressive feelings in the past year and 20% report having seriously considered suicide in the past year.

The trends reported at the high school level are generally mirrored at the middle schools.

chapter 4

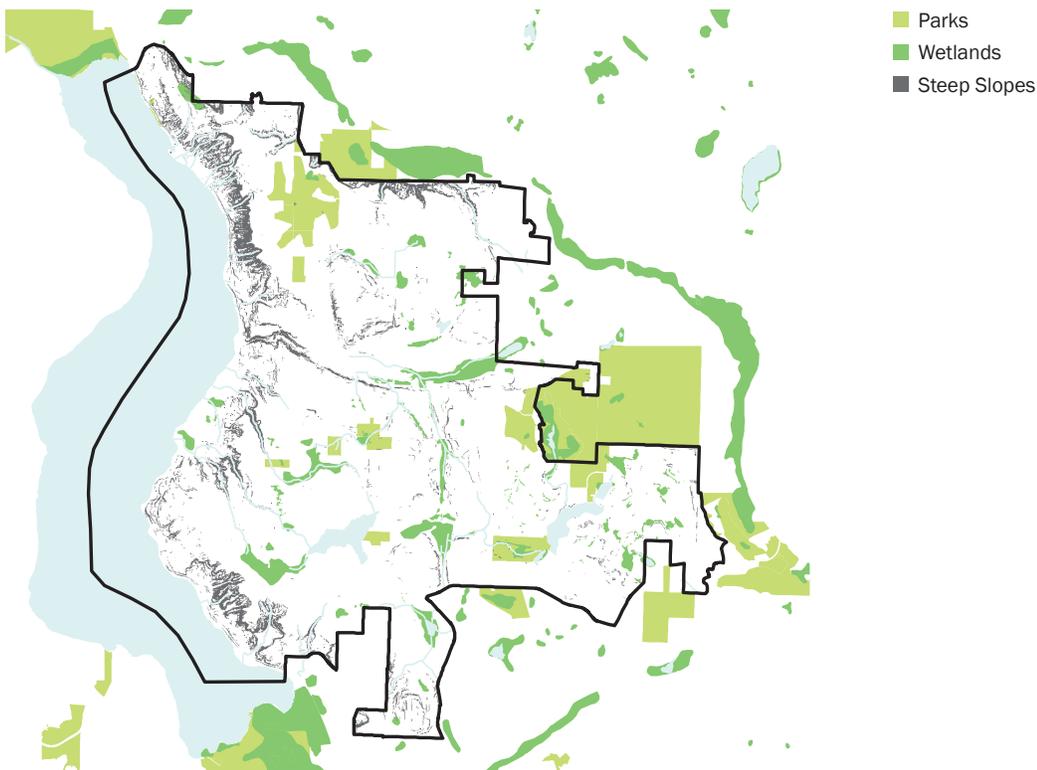
PLACES



This chapter describes important features of the natural and built environment that define the City of Sammamish. The description of the natural environment includes maps of critical natural features. The built environment discussion includes information on existing land use patterns, development trends, growth targets and land use capacity.

Natural Environment

The map below depicts critical natural features in Sammamish, including parks, wetlands, and steep slopes.



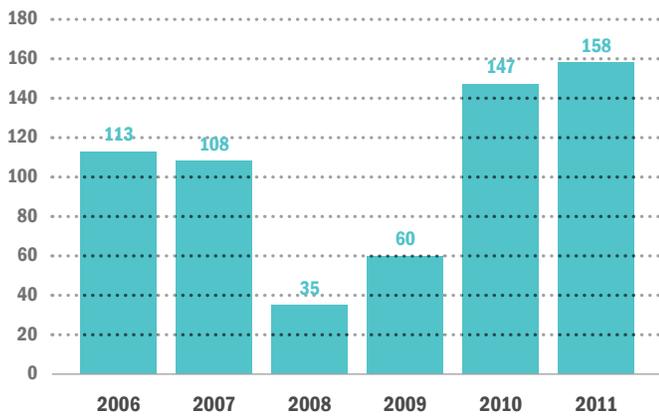
Built Environment

- Overall Sammamish is developed as a low density residential city, with over one-half of the area developed with single family residences.
- Primary land uses in the city are single family residences, vacant land, roads, and open water. Together, these categories comprise over 90% of the city’s land area.
- Commercial/mixed uses and multifamily development are the smallest land uses in the City, occupying about 1% of land area, combined.

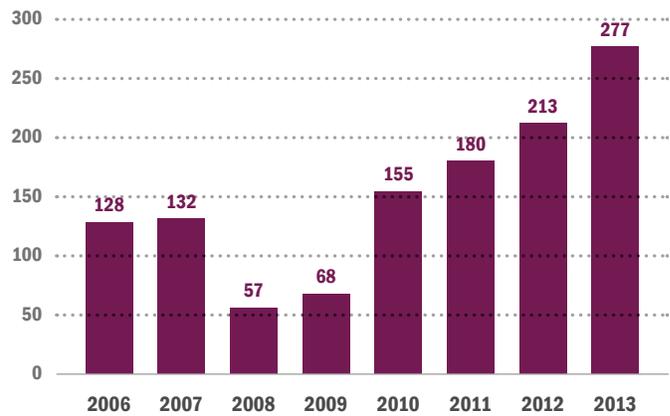
Development Trends

- Due in part to the recession, Sammamish development activity from 2006 to 2012 was limited. No major commercial construction took place. Residential construction consisted of single family and townhouse development.
- The pace of construction slowed during the 2008 and 2009 but picked up substantially in 2010 and 2011. This increased pace of construction has continued through 2013.

NET NEW RESIDENTIAL LOTS



BUILDING PERMITS ISSUED



Growth Targets

Growth targets adopted for the City of Sammamish are established for two time frames. The 2006-2031 growth targets are adopted as part of the King County Countywide Planning Policies will be used for the current King County Buildable Lands Report. The extended 2035 targets will be used for the 2015 Sammamish Comprehensive Plan.

GROWTH TARGETS

SAMMAMISH, 2006-2035

Sammamish Target	Measure
	Housing Units
2006-2031 Housing Targets	4,000
2015-2035 Housing Target	4,640
	Employment
2006-2031 Job Targets	1,800
2015-2035 Job Target	2,088

Source: King County, 2013; City of Sammamish, 2014.

Summary

Residential Capacity. In 2013, the City has available capacity for 5,120 housing units. Of this total, Town Center provides 2,000 residential units via zoning for higher density multifamily housing. The City of Sammamish has adequate residential capacity to meet the 2035 residential growth target of 4,640 units.

RESIDENTIAL CAPACITY FOR POPULATION

SAMMAMISH, 2013

City	2006-2031 GMA Target Housing Units	2006 Residential Capacity	Residential Units Developed	Added Capacity 2006-2012	NET 2013 Capacity
Sammamish	4,000	3,740	620	2,000	5,120

Source: Community Attributes, Inc., 2014.

Commercial Capacity. The following table summarizes the City's commercial growth targets, development activity and remaining commercial capacity. Prior to the adoption of Town Center the City had no remaining commercial capacity. Town Center allows for a total of 600,000 square of commercial square footage concentrated in Town Center-A Zones. The City of Sammamish has adequate commercial capacity, assuming existing Town Center zoning, to meet the 2035 job target of 2,088 jobs

COMMERCIAL CAPACITY AND JOBS

SAMMAMISH, 2013

City	2006-2013 GMA Target Jobs	2006 Job Capacity	Jobs Developed	Added Capacity 2006-2012	NET 2013 Capacity
Sammamish	1,800	0	200	2,400	2,200

Source: Community Attributes, Inc., 2014.

chapter 5

MOBILITY

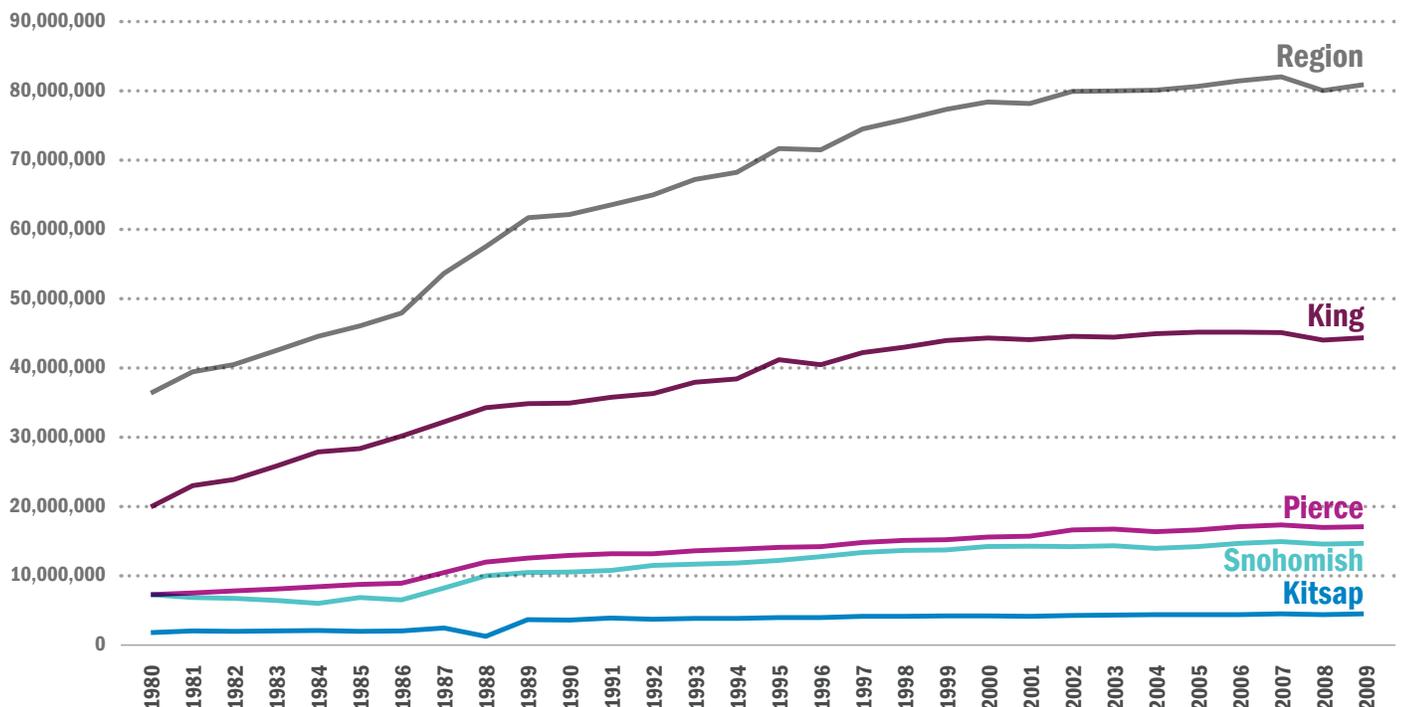


Overview

- Sammamish’s land use patterns and transportation network cause it to be a place where a car is needed for routine travel. Commuting is largely by car— 83.2% of residents drove, and 72.1% drove alone.
- The Washington State Department of Transportation tracks vehicle miles traveled (VMT) as part of the highway performance monitoring system. Following years of growing VMT, this number has stabilized over the past several years. This trend is consistent with declining average traffic counts on some local arterials in Sammamish.

DAILY VMT BY COUNTY

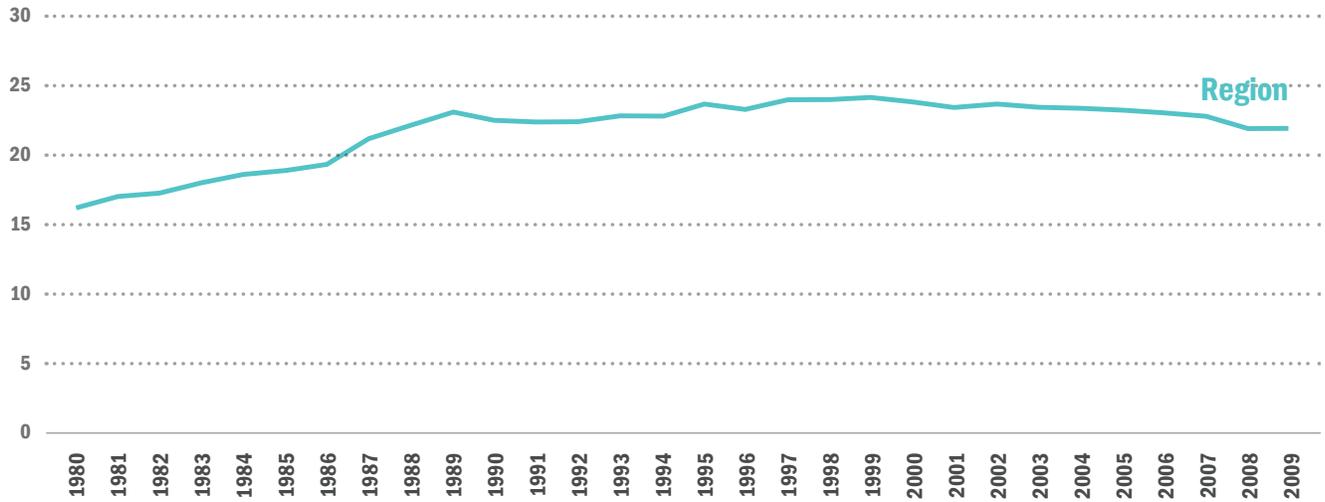
Source: Puget Sound Regional Council



- Similarly, VMT per person has been decreasing over the last decade or so. The Puget Sound Regional Council notes that this may be partially attributable to increased transit usage on a regional basis and rising fuel prices.

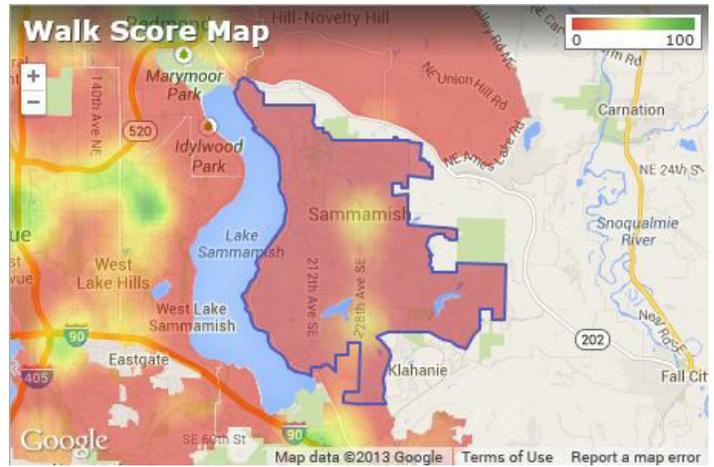
DAILY VMT PER CAPITA

Source: Puget Sound Regional Council



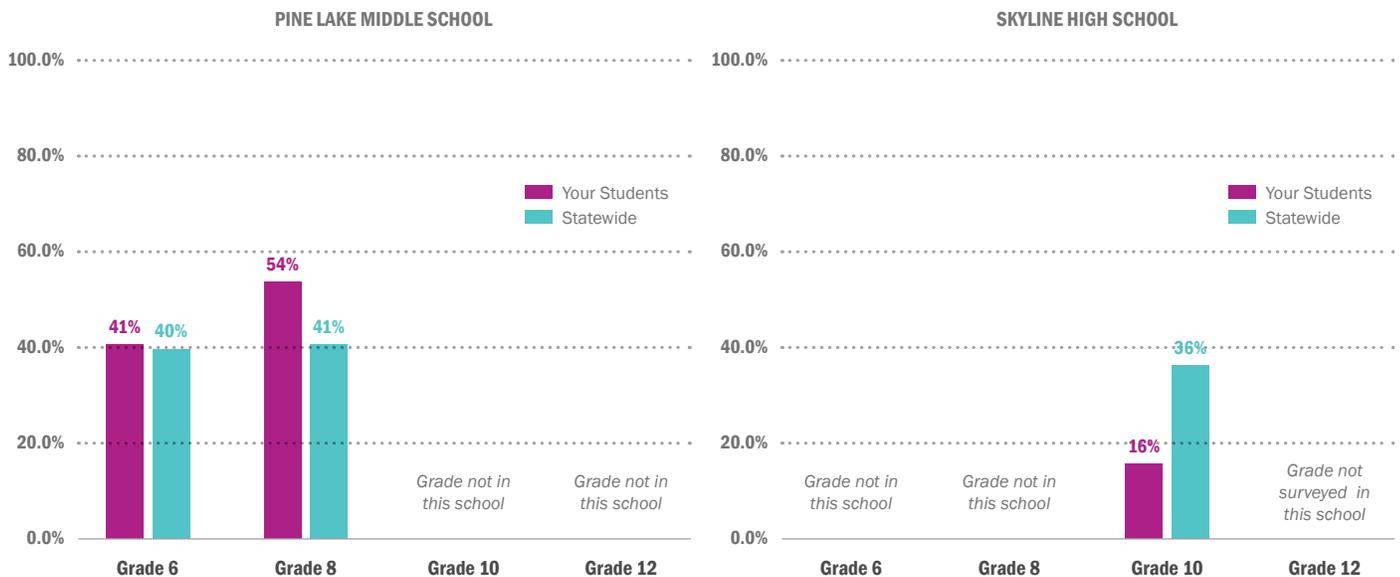
Walkability

- Walk Score assigns a numeric score for walkability based on proximity to pedestrian amenities and characteristics of the street network. Based on these attributes, a score of 1 – 100 is assigned, with higher scores indicating greater walkability. Sammamish as a whole has a score of 12, which indicates that a car is needed for most activities. By comparison, our neighbors Redmond and Issaquah have Walk Scores of 34 and 26 (Source: www.walkscore.com).
- Consistent with this rating, a survey of students at two schools in Sammamish found that most students commute to school via car or bus. Roughly half of middle school students and 16% of high school students walked or biked to school. Note that students in the 6th and 8th grade walk or bike to school at a rate equal or greater to the statewide average.



WALKING/BIKING TO OR FROM SCHOOL

PERCENT OF STUDENTS WHO REPORT WALKING OR RIDING A BICYCLE TO OR FROM SCHOOL DURING AN AVERAGE WEEK



chapter 6

VISION STATEMENTS



This chapter provides the vision statements that the City has created for its different plan and policy documents, including the following

- Comprehensive Plan
- Draft Economic Development
- Parks Recreation and Open Space
- Sustainability
- Town Center

The Comprehensive Plan vision, adopted in 2003, is listed first. The remaining statements are listed in order of approval, starting with the most recent.

Comprehensive Plan

Sammamish Comprehensive Plan, 2003

The vision of Sammamish is a community of families. A blend of small-town atmosphere with a suburban character, the City also enjoys a unique core of urban lifestyles and conveniences. It is characterized by quality neighborhoods, vibrant natural features, and outstanding recreational opportunities. A variety of community gathering places provide numerous civic, cultural, and educational opportunities. Residents are actively involved in the decisions that shape the community and ensure a special sense of place.

Economic Development

Final Draft Economic Development Vision Statement, October 2014

The City of Sammamish is a vibrant bedroom community that values, respects and enjoys a high quality of life, supporting a local economy that provides economic growth opportunities.

Parks, Recreation and Open Space

Parks, Recreation and Open Space Plan, 2012

- Maintain safe places to play and recreate.
- Develop a parks and recreation system that meets diverse community needs.
- Provide recreational opportunities that promote healthy lifestyles and a sense of community.
- Serve as a steward of the environment to preserve and protect our natural resources.

Sustainability Strategy

City of Sammamish Sustainability Strategy, 2011

Sammamish's vision is to become an environmentally and economically sustainable community by crafting and implementing an achievable, multi-faceted and measurable strategy that maximizes opportunity and efficiency while minimizing cost. Undertaking this work will help Sammamish contribute toward larger regional and global goals, such as mitigating the effects of climate change, and will make our community an even better place to live, work and play.

Town Center

Sammamish Town Center Plan, June 2008

The Sammamish Town Center is a vibrant, urban, family- friendly gathering place in a healthy natural setting. The city's sense of community reflects a balance between its natural and urban characteristics.

The Town Center is urban in that it:

- Welcomes city residents and visitors seeking a unique place to live, work, learn, create, and play.
- Offers a unique sense of place reflected on its building forms, development patterns, and public realm which are oriented to take advantage of the city's topography and natural assets, preserve scenic views and enhance view sheds.
- Is fully integrated and synergistically complements the public parks and open spaces being developed as part of the Sammamish Commons.
- Is a central gathering place that increases social interaction and enhances art and cultural opportunities by providing for those functions, open spaces, and facilities such as a performing arts center and theaters, that bring people together.

- Offers the range of commercial, recreational, cultural, educational, and personal services and activities that provide local citizens what they need for a full life, and that reflects and incorporates the increasingly rich mixture of cultures of Sammamish's residents.
- Fosters education for all community members, and supports knowledge workers and businesses as well as a lively arts community.
- Features well-designed mixed-use development, compatible with surrounding neighborhoods.
- Offers a variety of housing types integrated throughout the Center.
- Is linked to the region with excellent transit service and bikeways and to the rest of the city with pedestrian trails.
- Offers an economically vibrantly center providing opportunities for activities and interactions during the evening and no matter what the weather.
- Is eminently walkable, with accessible sidewalks, trails, and pathways.

The Town Center's natural setting is preserved and enhanced by:

- Focusing new development away from natural resources and critical areas.
- Incorporating natural resources, view corridors, and sensitive site characteristics as amenities and design elements that reflect the distinctive character of the Town Center.
- Featuring a hierarchy of interconnected public and private open spaces, ranging from an active centralized plaza or town square to less formal gathering areas, quiet residential courts, and natural open spaces with native vegetation.
- Employing a variety of environmental enhancement and low-impact development techniques to improve ecological functions, such as protections for ground water and surface water hydrology and wildlife habitat.
- Featuring new buildings and structures that, while urban in their function, reflect a "Northwest character," human scale, and welcoming aspect.

chapter 7

PUBLIC OUTREACH



To kick off the comprehensive plan rewrite, City staff focused on a theme of “listen and connect” in our outreach. Instead of inviting people to City Hall, we went out into the community, met with people one-on-one and sought to build awareness of the comprehensive plan process. Between September 2013 and January 2014, we engaged in almost 20 activities and connected with over 500 people.

We selected popular events and other natural gathering places such as the Sammamish Farmer’s Market, Nightmare at Beaver Lake, Starbucks, Safeway, the Arts Fair and the South Sammamish Park & Ride. We also went to schools and conducted visioning exercises with over 200 students. We encouraged people to sign-up for the email alert notification system to receive information about the project and have built the list to over 500 contacts. The table below summarizes the events we participated in, and numbers of people reached.

OUTREACH ACTIVITIES AND ESTIMATED HOUSEHOLDS REACHED

Date	Activity	Venue	Est. # of HH Reached	Date	Activity	Venue	Est. # of HH Reached
18-Sep	Staffed/display	Farmers Market	32	3-Nov	Staffed display	Library	10
25-Sep	Staffed/display	Farmers Market	30	14-Nov	Visioning exercise	Beaver Lake MS	40
9-Oct	Staffed/display	Library	20	18-Nov	Visioning exercise	Inglewood MS	36
12-Oct	Staffed/display	Arts Fair	40	20-Nov	Visioning exercise	City Hall-Youth Board	50
13-Oct	Staffed/display	Arts Fair	36	3-Dec	Visioning exercise	Eastside Catholic	78
24-Oct	Staff/survey	Nightmare at BL	20	4-Dec	Staff/survey	Safeway	18
25-Oct	Staff/survey	Nightmare at BL	15	5-Dec	Visioning exercise	Pine Lake MS	16
30-Oct	Staff/survey	Nightmare at BL	36	12-Dec	Coffee w/Comm. Collins	Starbucks	33
1-Nov	Staffed display	Library	3	14-Jan	Staff/survey	S. Sammamish P&R	33

Total: 546



In general, we focused on four different types of activities:

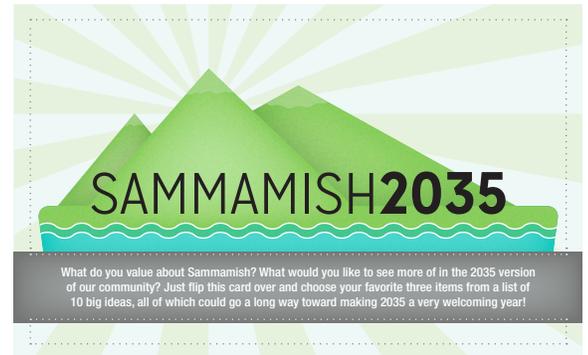
- Preference surveys (Nightmare at Beaver Lake, Safeway, Pine Lake Starbucks, South Sammamish Park & Ride)
- Youth visioning exercise (Beaver Lake, Pine Lake and Inglewood Middle Schools, Eastside Catholic High School and the Sammamish Youth Board)
- Community awareness (Farmer's Market, Arts Fair, Library)
- Electronic submissions (City website and notification through the comp plan e-alert)

Findings from these activities are summarized below. Following that discussion, we have summarized other recent citywide outreach conducted as part of other efforts.

Preference Surveys

We went to popular events and conspicuous locations, including Nightmare at Beaver Lake, Starbucks, Safeway and the South Sammamish Park and Ride. All together we collected input from 154 people. We provided people with a postcard that posed questions about potential future priorities and asked them to select their top three priorities.

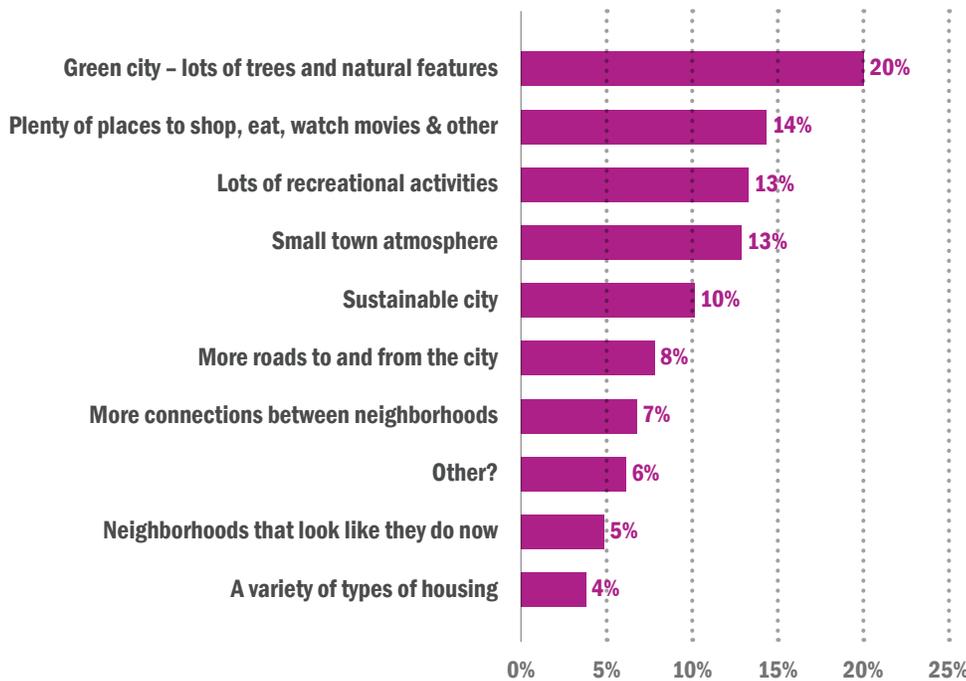
- The most frequent selection was “green City – lots of trees and natural features.” This emerged as a common theme across all outreach activities.
- Other notable priorities were the preference for amenities: “provide plenty of places to eat, shop and watch movies.” Often the same respondent would prioritize both “trees and natural features” and providing amenities.
- Transportation issues were not cited as being a high priority.



PICK THE TOP THREE MOST IMPORTANT IDEAS FOR SAMMAMISH IN 2035

<input type="checkbox"/> Lots of recreational opportunities	<input type="checkbox"/> More connections between our neighborhoods
<input type="checkbox"/> Small town atmosphere	<input type="checkbox"/> A sustainable city
<input type="checkbox"/> Plenty of places to shop, eat out at, watch movies and other recreational activities	<input type="checkbox"/> A green city – lots of trees and natural features
<input type="checkbox"/> More roads to and from the City	<input type="checkbox"/> Neighborhoods that look mostly like they do right now
<input type="checkbox"/> A variety of types of housing	<input type="checkbox"/> What did we miss?

YOUR OPINION MATTERS!
To be notified about surveys on important topics, print your email address here.



COMPREHENSIVE PLAN PREFERENCE SURVEY SUMMARY

Data collected Oct, Dec 2013 and Jan 2014

Youth Visioning Activities



We visited several middle schools, a high school and the City's Youth Board to get feedback about their vision for Sammamish in the future. Students were highly engaged and articulate, and provided thoughtful feedback. All together, we met with over 200 students.

When asked to prioritize a number of different vision concepts, the highest rated topics were:

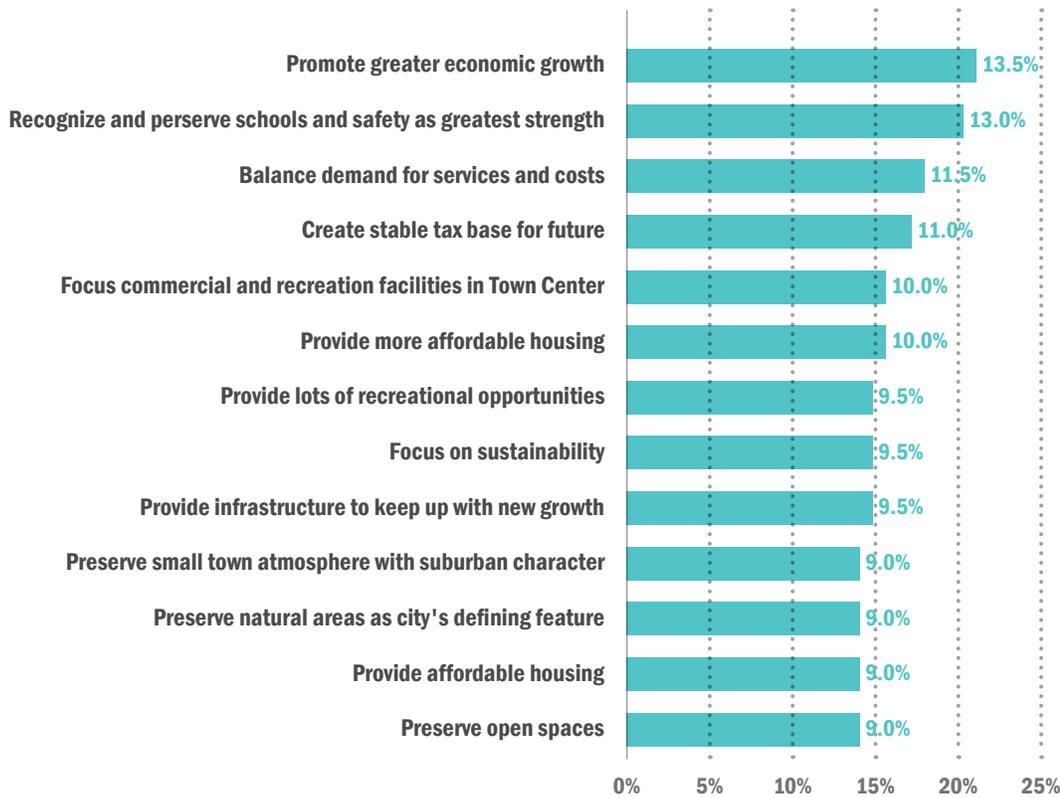
- Promote greater economic growth
- Recognize schools as greatest strength

Other topics that trended high were related to developing the City:

- Stable tax base
- Developing Town Center
- Balancing costs and services

Affordable housing ranked moderately high, and students discussed this more extensively than any other topic. Preserving natural areas was also ranked moderately high. The general sentiment on natural areas was that although they were important, the City was already doing a pretty good job preserving them.

In the least important column, students put more roads, encourage single family homes, and stay as a family and leave. While not universal, participants commonly expressed the sentiment that the City already has plenty of single family housing, and that diversity was preferred over more of the same.



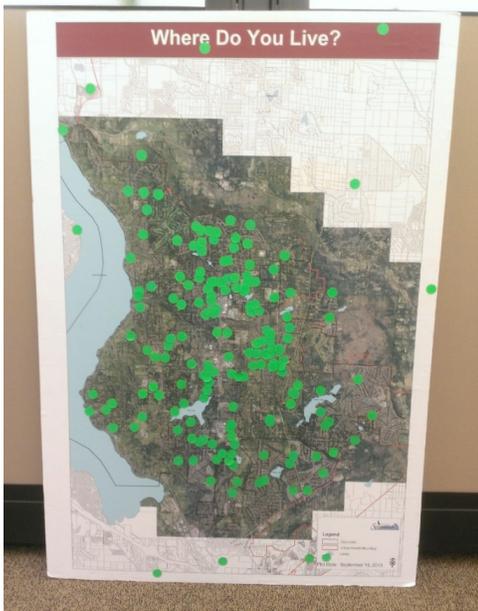
YOUTH VISIONING EXERCISES

FREQUENCY OF RESPONSES: "HIGHEST" PRIORITY

Data collected Oct, Dec 2013 and Jan 2014

Some common features of both the youth outreach and general outreach include:

- Sustainability, small town character, and more recreational opportunities are recognized as moderately high priorities in both surveys.
- More or expanded roads are generally a lower priority in both surveys.
- Youth expressed explicit interest in economic growth and a stable tax base.



Community Visioning Input: Farmer's Market, Library and Arts Fair

To build awareness of the comprehensive plan and encourage community engagement, we set up booths at popular public venues, including the Farmer's Market, the Arts Fair and the library. We displayed a large map of the city displayed and invited passers-by to find their home on the map. We engaged people in a discussion about the Comprehensive Plan and the rewrite process. We reached about 170 people at these locations. Key findings include:

- Most people were not familiar with the comprehensive plan.
- There was some general feedback about concern that the City is developing too fast without regard to the people.
- Many expressed a general satisfaction with City governance and management.
- Many expressed appreciation for the City's amenities, such as parks and libraries.



Electronically Collected Public Comment

The home page on the City's website has a tab for the Comprehensive Plan with questions about specific topics. Between September 15, 2013 and January 15, 2014, 85 comments were received electronically. Key findings include:

- Feedback on the vision statement was generally broad and non-specific.
- Questions about housing elicited many responses expressing both support for and opposition to affordable housing. Many mentioned the need for more housing choice: "It's tougher to find small, quality homes."
- Most respondents cited existing commercial areas as good locations for accommodating new development.

Other Community Research

2012 Citywide Survey

In May of 2012, a community research study¹ was conducted to gauge citizens' overall satisfaction with the City of Sammamish and quality of life. The study included a longitudinal component for comparison to a benchmark completed in 2008. The findings of the Hebert research were consistent with the findings of the preference surveys and the youth visioning, but less so with the public comments received electronically.

¹ Hebert Research, "City of Sammamish 2012 Community Research Survey." Bellevue, WA. July 11, 2012.

The Hebert study showed traffic is still a top concern, but it decreased significantly as a concern between 2008 (37%) and 2012 (12%). The relative lack of concern over traffic expressed in the comprehensive plan outreach is consistent with the findings in the Hebert study that most (over 80%) either somewhat or strongly agreed with the statement that "the City is making good progress on improving City roads." The students groups expressed almost no concern for traffic issues and respondents in the preference surveys prioritized natural areas more than twice as frequently as traffic-related issues. The public comment submitted electronically was the exception. Traffic was cited as an issue in the vision questions, with some expressing desire for more roads while some desired more transit, walkability and biking.

2011 Sustainability Strategy Public Outreach

Over the summer of 2010, more than 850 residents and businesses provided comments on possible sustainable goals and priorities via surveys on the City's website and at nearly 20 community venues including the weekly farmers' mart, the Fourth of July Celebration, the City's summer concert series, and the City's second annual Sustainable Sammamish fair. This input was used to develop the five sustainability goals which were presented at a community meeting and workshop on September 30, 2010. Notes from the meeting group reports have been used to prepare the final set of goals:

Top 5 Sustainability Goals

- Goal 1: Reducing, Reusing, Recycling
- Goal 2: Creating & Protecting Natural Habitats
- Goal 3: Conserving Energy
- Goal 4: Conserving Water
- Goal 5: Fostering Healthy Neighborhoods

Exhibit 1