



City Council, Regular Meeting

AGENDA

Revised

6:30 pm – 9:30 pm

September 16, 2014

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 five-minutes if representing the official position of a recognized community organization.*

Consent Agenda

- Payroll for period ending August 31, 2014 for pay date September 5, 2014 in the amount of \$ 307,169.09
- 1. **Approval:** Claims for period ending September 16, 2014 in the amount of \$4,420,331.75 for Check No. 38418 through 38553
- 2. **Interlocal:** Jail Services/King County
- 3. **Contract:** Consultant Services/Timmons Group and Asset Management Software Purchase/Azteca Systems' Cityworks
- 4. **Contract:** Stormwater Monitoring/48 North Solutions
- 5. **Contract:** Surveying Services/PACE
- 6. **Amendment:** Wetland Monitoring/RH2 Engineering
- 7. **Proclamation:** Domestic Violence Awareness Month/Lifewire

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

8. **Ordinance:** First Reading Of The City Of Sammamish, Washington, Prohibiting The Establishment, Location, Operation, Licensing, Maintenance Or Continuation Of Recreational Marijuana Processing, Producing And Retailing; Providing For Severability; And Establishing An Effective Date

Unfinished Business - None

New Business - None

Council Reports

City Manager Report

Executive Session – Personnel pursuant to RCW 42.30.110(1)(f)

Adjournment

AGENDA CALENDAR

October 2014			
Tues 10/07	6:30 pm	Regular Meeting/Study Session	Public Hearing: Ordinance 1 st Reading Klahanie Comp Plan Ordinance: Interim Stormwater regulations Contract: Hearing Examiner Services Department Budgets: DCD/Admin Services/Public Safety/Legal Services/Facilities
Tues 10/14	6:30 pm	Study Session	Discussion: Public Works Standards Department Budgets: Parks/Public Works (Including maintenance)
Mon 10/20	6:30 pm	Regular Committee of the Whole Meeting	Human Services Grants
Tues 10/21	6:30 pm	Regular Meeting	Flag Ceremony Pack 225 Budget Deliberations Ordinance: 2 nd Reading Recreational Marijuana Ban Interlocal: Human Service Grant Pooled Funding/City of Bellevue (consent)
Nov 2014			
Tues 11/04	6:30 pm		Hearing: 1 st Reading Property Tax Levy Ordinance Public Hearing: 1 st Reading 2015-2016 Budget Ordinance Resolution: 2015 Fee Schedule Resolution: 2015 Salary Schedule Resolution: 2015 Medical Premium Co-pay percent
Tues 11/11		Offices Closed	Veteran's Day
Tues 11/12	6:30 pm	Study Session	
Mon 11/17	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 11/18	6:30 pm	Regular Meeting	Flag Ceremony Pack 225 Presentation: King Conservation District Public Hearing: 2 nd Reading Property Tax Levy Ordinance Public Hearing: 2 nd Reading 2015-2016 Budget Ordinance Public Hearing: Ordinance 2 st Reading Klahanie Comp Plan Amendment
Dec 2014			
Tues 12/02	6:30 pm	Regular Meeting	Approval: Human Service Grant Recommendations (consent) Contract: Custodial Services/Top to Bottom (consent) Contract: Pressure Washing/TBD (consent) Contract: Plumbing/TBD (consent) Contract: Electrical/Sequoyah (consent)
Tues 12/09	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 12/15	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 12/16	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items

Ordinance: Second Reading Puget Sound Energy Franchise Final Acceptance: 2013 Crack Seal Project	Ordinance: First Reading Social Hosts Economic Development Plan	Mountains to Sound Greenway Sustainability/Climate Change Bid Award: Stormwater Repairs
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If you are looking for facility rentals, please click [here](#).

<< August

September 2014

October >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Labor Day City offices closed 12 p.m. Last Day of Lifeguard Season	2 5 p.m. City Council Office Hour Canceled 6:30 p.m. City Council Meeting	3 4 p.m. Farmers Market 6 p.m. Beaver Lake Management District Meeting 6:30 p.m. Parks and Recreation Commission Meeting	4 6:30 p.m. Planning Commission Meeting	5	6
7	8 3:30 p.m. Finance Committee Meeting	9 6:30 p.m. Joint CC/PC Study Session Meeting	10 4 p.m. Farmers Market 5:30 p.m. Klahanie Annexation open house	11 8 a.m. Exhibit - "Body of Figurative Works" by Ann Elizabeth Scott	12	13 9 a.m. Volunteer at Ebright Creek Park Canceled 10 a.m. Mayor's Month of Concern Food Drive
14 7 a.m. Cycle the WAVE Bike Ride Event 7 p.m. Chapman Duo Concert	15 6:30 p.m. Committee of the Whole 6:30 p.m. Arts Commission Meeting	16 6:30 p.m. City Council Meeting	17 4 p.m. Farmers Market	18 10 a.m. CLASS IS FULL Senior Art Class - "The Clay Canvas" 6:30 p.m. Planning Commission Meeting	19	20 9 a.m. Volunteer at Illahee Park Trail 10 a.m. Sammamish Walks at Soaring Eagle Park 10 a.m. Mayor's Month of Concern Food Drive
21	22	23 8:30 a.m. WTA at Evans Creek Preserve	24 8:30 a.m. WTA at Evans Creek Preserve 4 p.m. Farmers Market	25 8:30 a.m. WTA at Evans Creek Preserve	26 8:30 a.m. WTA at Evans Creek Preserve	27 8:30 a.m. WTA at Evans Creek Preserve 10 a.m. Mayor's Month of Concern Food Drive
28 8:30 a.m. WTA at Evans Creek Preserve	29	30 8:30 a.m. WTA at Evans Creek Preserve				

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

<< September

October 2014

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 8:30 a.m. WTA at Evans Creek Preserve 6:30 p.m. Parks and Recreation Commission Meeting	2 8:30 a.m. WTA at Evans Creek Preserve 10:30 a.m. CLASS IS FULL Senior Art Class - "Pushing the Puddle" watercolor workshop 6:30 p.m. Planning Commission Meeting	3 8:30 a.m. WTA at Evans Creek Preserve	4 8:30 a.m. WTA at Evans Creek Preserve 9 a.m. Volunteer at Lower Commons 10 a.m. Mayor's Month of Concern Food Drive
5	6	7 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	8	9	10 4 p.m. Skyline High School Homecoming Parade	11 9 a.m. Volunteer at Ebright Creek Park 10 a.m. Arts Fair
12 10 a.m. Arts Fair	13	14 6:30 p.m. City Council Study Session	15 5:30 p.m. Klahanie Annexation open house	16 6:30 p.m. Planning Commission Meeting	17 8:30 a.m. Exhibit - "A Cut Above"	18 9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Walks at Beaver Lake Preserve
19	20 6:30 p.m. Committee of the Whole 6:30 p.m. Arts Commission Meeting	21 6:30 p.m. City Council Meeting	22	23	24	25
26	27	28 10 a.m. Finance Committee Meeting	29	30	31 3 p.m. Halloween Happening	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: September 11, 2014, 2014
RE: Claims for September 16, 2014

\$ 163,634.59
 4,205,812.29
 50,884.85

Top 10 Over \$10,000 Payments

King County Sheriff	\$2,357,203.98	Police Services January - May 2014 & August 2014
Porter Brothers Construction	\$833,848.35	Community Center - August 2014
Eastside Fire & Rescue	\$491,206.08	Fire Services - September 2014
King County Finance	\$66,225.27	Road & Traffic Services - June, July 2014
Lake Wa School District	\$59,869.00	School Impact Fees August 2014
Heritage Bank	\$39,897.05	Porter Brothers Retainage #2 - Community Center
NW Landscape Services	\$37,458.87	Parks & ROW Maintenance June & August 2014
Issaquah School District	\$34,380.00	Impact Fees - August 2014
Plantscapes	\$33,681.99	Pond Mowing - June 2014
Barker Rinker Seacat	\$33,395.38	Community Center - August 2014

TOTAL \$ 4,420,331.73

Checks # 38418 - 38553

163,634.59 +
 4,205,812.29 +
 50,884.85 +
 4,420,331.73 =

Accounts Payable
Check Register Totals Only

User: mdunham
Printed: 8/28/2014 - 8:24 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38418	09/02/2014	ALDORTH	Kurt Aldworth	219.72	38,418
38419	09/02/2014	CADMAN	Cadman, Inc.	1,910.63	38,419
38420	09/02/2014	CENTRALW	Central Welding Supply	278.71	38,420
38421	09/02/2014	DEERE	John Deere Landscapes	52.71	38,421
38422	09/02/2014	FRUHLING	Fruhling, Inc	5,157.45	38,422
38423	09/02/2014	LAKESIDE	Lakeside Industries	1,235.33	38,423
38424	09/02/2014	LAKESIDE	Lakeside Industries	783,604.90	38,424
38425	09/02/2014	LESSCHWA	Les Schwab Tire Center	1,052.86	38,425
38426	09/02/2014	NESAM	NE Sammamish Sewer & Water	8,023.84	38,426
38427	09/02/2014	PAPE	Pape Machinery Exchange	4,087.64	38,427
38428	09/02/2014	PLANTSCA	Plantscapes, Inc	13,196.50	38,428
38429	09/02/2014	SAM	Sammamish Plateau Water Sewer	67.06	38,429
38430	09/02/2014	ULINE	ULINE	2,497.93	38,430
38431	09/02/2014	WATRACTO	Washington Tractor	582.79	38,431

Check Total:

821,968.07

These checks were in claims dated 9/2/14 but the #'s were not included on cover sheet. (THE TOTAL \$ WAS INCLUDED)

Accounts Payable
 Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
38432	09/05/2014	AMEX	American Express	1,733.30	38,432
38433	09/05/2014	ANI	ANI Administrators NW Inc	1,470.22	38,433
38434	09/05/2014	AWCMED	AWC Employee BenefitsTrust	108,998.30	38,434
38435	09/05/2014	CENTLIN2	Century Link	111.43	38,435
38436	09/05/2014	ICMA401	ICMA 401	37,650.23	38,436
38437	09/05/2014	ICMA457	ICMA457	8,683.41	38,437
38438	09/05/2014	KINGCTSD	King County Dist Court - So Div	292.45	38,438
38439	09/05/2014	KINGFI	King County Finance A/R	3,969.39	38,439
38440	09/05/2014	PREPAIDL	LegalShield	161.40	38,440
38441	09/05/2014	PSE	Puget Sound Energy	272.46	38,441
38442	09/05/2014	WASUPPOR	Wa State Support Registry	292.00	38,442
Check Total:				163,634.59	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
38443	09/16/2014	ABBEY	Abbey Party Rents	1,335.99	38,443
38444	09/16/2014	ABC	ABC Special Event Rentals	194.09	38,444
38445	09/16/2014	ALPINE	Alpine Products, Inc.	263.12	38,445
38446	09/16/2014	ANI	ANI Administrators NW Inc	342.00	38,446
38447	09/16/2014	ASPECT	Aspect Consulting LLC	2,000.00	38,447
38448	09/16/2014	BACKGROU	Background Source Intl	24.00	38,448
38449	09/16/2014	BELPAINT	Bellevue Paint & Decorating Inc	18.11	38,449
38450	09/16/2014	BEST	Best Parking Lot Cleaning, Inc	2,218.06	38,450
38451	09/16/2014	BRS	Barker Rinker Seacat Architecture	33,395.38	38,451
38452	09/16/2014	BRUNE	Susan Brune	10.75	38,452
38453	09/16/2014	BUILDERS	Builders Exchange of WA	91.35	38,453
38454	09/16/2014	CADMAN	Cadman, Inc.	273.84	38,454
38455	09/16/2014	CERTLABS	Certified Laboratories	1,201.95	38,455
38456	09/16/2014	COMCAST2	COMCAST	8.95	38,456
38457	09/16/2014	COMCAST3	Comcast	1,228.91	38,457
38458	09/16/2014	DAY	Day Wireless Systems	229.95	38,458
38459	09/16/2014	DRSI	DRSI	526.90	38,459
38460	09/16/2014	EASTAA	Eastside AA	323.00	38,460
38461	09/16/2014	EASTFIRE	Eastside Fire & Rescue	491,206.08	38,461
38462	09/16/2014	FASTENAL	Fastenal Industrial Supplies	58.95	38,462
38463	09/16/2014	FRONTIR2	Frontier	379.97	38,463
38464	09/16/2014	GOPA	Pragna Gopa	40.50	38,464
38465	09/16/2014	GRANGE	Grange Supply, Inc.	290.05	38,465
38466	09/16/2014	GREATAME	Great America Financial Services	182.31	38,466
38467	09/16/2014	HANDLOS	Lynne Handlos	9.30	38,467
38468	09/16/2014	HERITAGE	Heritage Bank	39,897.05	38,468
38469	09/16/2014	HICKMAN	Michael Hickman	39.20	38,469
38470	09/16/2014	HOMEDE	Home Depot	1,297.77	38,470
38471	09/16/2014	HONDAKU	Issaquah Honda Kubota	1,072.35	38,471
38472	09/16/2014	HOWARD	Lyman Howard	97.87	38,472
38473	09/16/2014	HOWLETT	Mary Howlett	91.50	38,473
38474	09/16/2014	ISD	Issaquah School District	34,380.00	38,474
38475	09/16/2014	ISSFOUND	Issaquah Schools Foundation	1,250.00	38,475
38476	09/16/2014	ISSIGNS	Issaquah Signs	788.40	38,476
38477	09/16/2014	JENSENLA	Laurie Jensen	40.75	38,477
38478	09/16/2014	JONESELB	Elby Jones	50.12	38,478
38479	09/16/2014	KENYON2	Kenyon Disend PLLC	22,648.90	38,479
38480	09/16/2014	KINGFI	King County Finance A/R	66,225.27	38,480
38481	09/16/2014	KINGPET	King County Pet Licenses	200.00	38,481
38482	09/16/2014	KINGSH	King County Sheriff's Office	2,357,203.98	38,482
38483	09/16/2014	KUMBUM	Sravani Kumbum	20.50	38,483
38484	09/16/2014	LAKESIDE	Lakeside Industries	1,761.08	38,484
38485	09/16/2014	LESSCHWA	Les Schwab Tire Center	1,351.88	38,485
38486	09/16/2014	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	38,486
38487	09/16/2014	LEYTON	Kimberly Leyton	962.66	38,487
38488	09/16/2014	LIGHTLOA	Light Loads Concrete, LLC	753.08	38,488
38489	09/16/2014	LKSAMBAS	Lake Sammamish Baseball Assoc.	294.00	38,489
38490	09/16/2014	LWSD	Lake Washington School Dist	59,869.00	38,490
38491	09/16/2014	MALLAMO	Jaime Mallamo	44.24	38,491
38492	09/16/2014	MARTINJO	Joanna Martin	35.70	38,492

Check	Date	Vendor No	Vendor Name	Amount	Voucher
38493	09/16/2014	MINUTE	Mike Immel	1,489.28	38,493
38494	09/16/2014	MOBERLY	Lynn Moberly	7,500.00	38,494
38495	09/16/2014	MONTANO	Mandy Montano	76.25	38,495
38496	09/16/2014	MORUP	Morup Signs Inc	657.00	38,496
38497	09/16/2014	NAPA/RED	Woodinville Auto Parts	78.27	38,497
38498	09/16/2014	NC MACH	NC Machinery Co	3,218.12	38,498
38499	09/16/2014	NESAM	NE Sammamish Sewer & Water	3,180.32	38,499
38500	09/16/2014	NWCASC	Northwest Cascade, Inc.	2,473.22	38,500
38501	09/16/2014	NWLSVC	NW Landscape Services of WA LLC	12,713.77	38,501
38502	09/16/2014	OER	Olympic Environmental Resource	7,375.00	38,502
38503	09/16/2014	OILCAN	Oil Can Henry's	135.75	38,503
38504	09/16/2014	OSBORN	Osborn Consulting, Inc	18,614.49	38,504
38505	09/16/2014	PACAIR	Pacific Air Control, Inc	6,944.57	38,505
38506	09/16/2014	PACE	Pace Engineers, Inc.	1,731.25	38,506
38507	09/16/2014	PACPLANT	Pacific Plants	700.80	38,507
38508	09/16/2014	PATIEJUN	Susan Toth Patiejunas	15.00	38,508
38509	09/16/2014	PELLCO	Pellco Construction Inc	22,000.00	38,509
38510	09/16/2014	PIEDMONT	Piedmont Directional Signs	1,400.00	38,510
38511	09/16/2014	PLANTSCA	Plantscapes, Inc	33,681.99	38,511
38512	09/16/2014	PLATT	Rexel, Inc.	137.31	38,512
38513	09/16/2014	PNWHOMEB	PNW Home Builders LLC	531.00	38,513
38514	09/16/2014	PORTER	Porter Brothers Construction, Inc	833,848.35	38,514
38515	09/16/2014	PSE	Puget Sound Energy	8,120.75	38,515
38516	09/16/2014	REDMOND	City Of Redmond	243.75	38,516
38517	09/16/2014	RESTARTM	Restart Mystic Meadows LP	7,500.00	38,517
38518	09/16/2014	RONGERUD	John Rongerude, PS	600.00	38,518
38519	09/16/2014	ROTARSAM	Rotary Club of Sammamish	52.00	38,519
38520	09/16/2014	SAELEE	Mey Saelee	390.40	38,520
38521	09/16/2014	SAM	Sammamish Plateau Water Sewer	13,418.58	38,521
38522	09/16/2014	SAMCHAMB	Sammamish Chamber of Commerce	30.00	38,522
38523	09/16/2014	SAMSYMPH	Sammamish Symphony Orchestra	1,900.00	38,523
38524	09/16/2014	SEATIM	Seattle Times	2,852.55	38,524
38525	09/16/2014	SEQUOYAH	Sequoyah Electric, LLC	4,859.13	38,525
38526	09/16/2014	SKIDMORE	Paul Skidmore	1,500.00	38,526
38527	09/16/2014	SONSRAY	Sonsray Machinery LLC	1,419.78	38,527
38528	09/16/2014	SPATIAL	Spatial Development Int LLC	180.00	38,528
38529	09/16/2014	SPEEDMES	Speedy Messenger, Inc	46.80	38,529
38530	09/16/2014	SPORTINS	Sport Install West, Inc.	5,885.63	38,530
38531	09/16/2014	SPRAGUE	SPRAGUE	91.98	38,531
38532	09/16/2014	SPURGEON	Darin Spurgeon	40.75	38,532
38533	09/16/2014	STANTEC	Stantec Consulting Services	11,027.71	38,533
38534	09/16/2014	STAPLES	Staples Advantage	2,399.43	38,534
38535	09/16/2014	STETTLER	Patricia Stettler	67.75	38,535
38536	09/16/2014	STOECKL	Jane C. Stoecklin	130.00	38,536
38537	09/16/2014	TAGS	Tags Awards & Specialties	43.80	38,537
38538	09/16/2014	THAKURRI	Richa Thakur	50.75	38,538
38539	09/16/2014	TRANSOLU	Transportation Solutions, Inc	658.75	38,539
38540	09/16/2014	VAMSIKRI	Vallanki Vamsikrishna	1,177.00	38,540
38541	09/16/2014	VERIZON	Verizon Wireless	1,937.28	38,541
38542	09/16/2014	VIVITIV	Vivitiv	280.00	38,542
38543	09/16/2014	VOYAGER	Voyager	9,373.71	38,543
38544	09/16/2014	WAWORK	Washington Workwear Stores Inc	418.25	38,544
38545	09/16/2014	WERRE	Lisa Werre	18.64	38,545
38546	09/16/2014	WESTERNS	Western Systems Inc.	17,508.09	38,546
38547	09/16/2014	WOLVERIN	Wolverine West, LLC	25,000.00	38,547
38548	09/16/2014	ZEE	Zee Medical Service	284.62	38,548
38549	09/16/2014	ZUMAR	Zumar Industries, Inc.	1,519.56	38,549

Check Date Vendor No Vendor Name Amount Voucher

Check Total: 4,205,812.29

Accounts Payable
 Check Register Totals Only

User: mdunham
 Printed: 9/11/2014 - 9:04 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38550	09/16/2014	KINGFI	King County Finance A/R	930.00	38,550
38551	09/16/2014	NC MACH	NC Machinery Co	5,909.92	38,551
38552	09/16/2014	NWLSVC	NW Landscape Services of WA LLC	37,458.87	38,552
38553	09/16/2014	PLANTSCA	Plantscapes, Inc	6,586.06	38,553
Check Total:				50,884.85	



City Council Agenda Bill

Meeting Date: September 16, 2014

Date Submitted: September 11, 2014

Originating Department: Administrative Services

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: King County Jail Interlocal Agreement

Action Required: Authorize the City Manager to sign an Interlocal Agreement (ILA) with King County to house City of Sammamish inmates in the King County Jail.

Exhibits: 1. Interlocal Agreement

Budget: \$160,000 is budgeted in 2014 for costs associated with using the Issaquah and King County jails. The ILA does not change the amount budgeted, although it will lower Sammamish's actual jail costs as a result of more favorable rates.

Summary Statement:

The City of Sammamish has an opportunity to enter into a new Interlocal Agreement (ILA) with King County to house Sammamish inmates in the King County Jail. The new ILA offers lower rates, allowing the City of Sammamish to save money on the cost of housing inmates in the King County Jail.

Background:

The City of Sammamish has ILAs with the City of Issaquah and King County to house its inmates in their jails. Because of its closer proximity to Sammamish and lower rates, the City of Sammamish houses most of its inmates at the Issaquah City Jail. However, there are times when the Issaquah City Jail is not an option:

- When the Issaquah City Jail is full
- If the inmate has medical or mental health issues
- If the inmate has committed a felony offense¹

In these cases, Sammamish Police take inmates to the King County Jail.

¹ Note: Under state law, Sammamish is not responsible for the cost of housing felons. As such, felony bookings in the King County Jail are not counted as "Sammamish bookings." Only individuals charged with misdemeanor offenses are considered "Sammamish bookings."



City Council Agenda Bill

The table below shows the number of Sammamish bookings in the Issaquah and King County jails for 2013 and year-to-date 2014 through September 3.

Sammamish Jail Bookings

	2013	2014 YTD
Issaquah City Jail	98	64
King County Jail	25	25

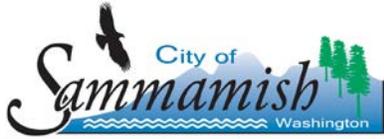
The existing ILA between the City of Sammamish and King County is set to expire on December 31, 2016. Underpinning the existing contract was a philosophy from King County to achieve “full cost recovery” for the service provided. Since Sammamish entered into this contract in 2002, King County has generated additional jail capacity as a result of a lower than originally anticipated jail population and has changed its contracting philosophy from “full cost recovery” in favor of “marginal cost recovery.” As such, King County is in a position to offer cities lower rates, as follows:

King County Jail Rate Comparison

	2014		2015	
	Existing Contract	New Contract	Existing Contract	New Contract
Booking Fee - Standard	\$ 532.71	\$ 209.70	\$ 552.80	\$ 217.46
Daily Maintenance	\$ 154.88	\$ 141.88	\$ 202.42	\$ 146.65
Work Education Release (WER)	\$ 107.60	\$ 99.21	\$ 101.18	\$ 102.41
Infirmary	\$ 257.42	\$ 213.53	\$ 270.34	\$ 224.63
Psych Unit	\$ 260.51	\$ 249.23	\$ 411.25	\$ 259.45
Psych Other	\$ 60.37	\$ 67.19	\$ 92.48	\$ 70.68
1 on 1 Guarding	\$ 66.11	\$ 61.71	\$ 68.13	\$ 64.00

Under the terms of the existing ILA and the new ILA, King County charges cities a booking fee each time they book an inmate into the King County Jail. In addition, King County charges cities a daily maintenance fee for each day an inmate is housed in the King County jail. If the inmate needs additional services, such as being housed in the infirmary or in the psych unit, the County charges cities additional fees as outlined above. In all cases except the 2014 “psych other” (when an inmate needs psychiatric services, but does not need to be housed in the psych unit) rate, the County will charge Sammamish less under the terms of the new ILA. In the case of the booking fee, King County will charge 61% less.

The terms of the new ILA, would take effect as soon as King County and the City of Sammamish sign the ILA and would remain in effect through December 31, 2020.



City Council Agenda Bill

Financial Impact:

The new ILA will save the City of Sammamish money. Taking the 25 bookings year-to-date in the King County jail and applying the new booking fee, Sammamish would have saved more than \$8,000. Additional savings will accrue as a result of the lower daily maintenance and other rates.

The City of Sammamish has \$160,000 budgeted for jail costs (Issaquah and King County) in 2014. Sammamish spent \$115,368 in 2013 on jail costs and has spent \$35,480 year-to-date in 2014.

Recommended Motion:

Authorize the City Manager enter into a new Interlocal Agreement with King County to house City of Sammamish inmates at the King County Jail.

Attachment A

Interlocal Agreement Between King County and The City of Sammamish for Jail Services

THIS AGREEMENT is effective as of the 1st day of October 2014. The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Sammamish, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to Work and Education Release (WER); inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing a person for confinement in Jail or assignment to WER.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Section 4 and Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
 - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
 - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):
 - 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:
 - 1.6.1.1 the case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or

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- 1.6.1.2 the case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 the case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
 - 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
 - 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
 - 1.6.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
 - 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
 - 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
 - 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
 - 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.
 - 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the

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City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.

- 1.7 "City WER Participant" means a person ordered to WER by the City's municipal court or court designated or contracted to provide municipal court services on the City's behalf.
- 1.8 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitative or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include WER, Electronic Home Detention, Community Work Program and Community Center for Alternative Programs (CCAP).
- 1.9 "Continuity of Care Records" means an Inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.10 "Contract Cities" mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.11 "Contract Cities Inmates" means all Contract Cities' City Inmates.
- 1.12 "County Inmate" means any Inmate that is not a City Inmate.
- 1.13 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.14 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.15 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.
- 1.16 "Inmate" means a person booked into or housed in the Jail.
- 1.17 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate or City WER Participant is first presented to and accepted by the Jail for housing in the Jail or WER until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of

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a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.18 "JAG" means the Jail Agreement Administration Group created pursuant to Section 10 of this Agreement.
- 1.19 "Jail" means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.20 "Maintenance Charge" is the daily housing charge incurred for City Inmates housed in Jail as further described in Section 4 and Exhibit III, Section 1.a.
- 1.21 "Medical Inmate" means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's infirmary. If an Inmate is moved to the general population then the Inmate is no longer considered a Medical Inmate.
- 1.22 "Notification" means provision of written alert, confirmation of information or request meeting the requirements of Section 13.10. In contrast, a "notice" means providing alert or confirmation of information or request in writing to the individuals identified in Section 13.10, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 13.10 including but not limited to electronic mail or facsimile.
- 1.23 "Official Daily Population Count" is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.24 "Offsite Medical Care Charges" means those pass through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing a level of services provided from offsite medical institutions, as further defined in Exhibit III Section 4 and Attachment III-2. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).

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- 1.25 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.25.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III, Attachment III-2) and housed outside the Jail’s acute psychiatric housing units.
- 1.25.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III, Attachment III-2). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.26 “Parties” mean the City and County, as parties to this Agreement.
- 1.27 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count, and is established in Section 6.
- 1.28 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention in the Jail excludes City Inmates enrolled in Community Corrections Programs.
- 1.29 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-2: Infirmarium Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.30 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.31 “WER” means the County’s Work and Education Release Program, operated by the Community Corrections Division of DAJD, or its successor.
- 1.32 “WER Charge” is the daily housing charge incurred for City WER Participants as further described in Section 4 and Exhibit III, Subsection 1.b.
- 1.33 "Base Year" refers the year in which the base fees, charges and surcharges are set. The Base Years are 2012 and 2017.

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2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2020. This Agreement shall supersede all previous contracts and agreements between the Parties relating to the Jail, WER, and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail and City WER Participants for assignment to WER, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities, booking, transportation among facilities, as determined necessary in the County's sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital, and custodial services, and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all Jail medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate or City WER Participant as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail or sentencing to WER when they are deemed by the County to be in need of urgent medical care.
4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, WER Charge, Surcharges and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
 - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into Secure Detention in the Jail, and for the booking of City WER Participants directly reporting to WER, as further described in Exhibit III, Section 2. The Booking Fee will be annually adjusted effective each January 1st.
 - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1.a. The Maintenance Charge will be annually adjusted effective each January 1st.
 - 4.2.1 The County will maintain its program to provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
 - 4.2.2 The County will maintain its program to provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody

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of a City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.

4.3 WER Charge. The WER Charge shall be assessed for a City WER Participant for each Inmate Day as provided in Exhibit III, Subsection 1.b. The WER charge will be annually adjusted effective each January 1st.

4.3.1 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs in addition to WER, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs in addition to WER shall be enacted through an amendment to this Agreement.

4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, WER Charge, and any other charges agreed to per Section 4.3.1, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is *admitted* to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within 2 business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within 24 hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges, and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1 specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the

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foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within 60-days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the 60-day timeline, the City should send billing disputes directly to the DAJD billing office by fax or U.S. mail, rather than to any other County office or officer. The DAJD billing office address as of the date of this Amendment is:

KC DAJD
Attn: Finance – Inmate Billing
500 5th Avenue
Seattle, WA 98104 FAX Number: 206-296-0570

5.2.2 Thereafter, the County and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to JAG for resolution. In the event JAG is unable to resolve the dispute within 30-days of referral, either Party may pursue the dispute resolution mechanisms outlined in Section 11.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the negotiated resolution or appeal determination.

5.4 If the City fails to pay a billing within 45-days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure non-payment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail or be assigned to WER and, at the County's request, will remove City Inmates already housed in the Jail or assigned to WER within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates or City WER Participants until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-

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five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure.

- 5.6 Each Party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1 and 6.1.2.

6.1.1 Through December 31, 2016, the Secure Bed Cap for Contract Cities in the aggregate is 75 beds. These 75 beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.

6.1.2 For the calendar year beginning January 1, 2017 and each calendar year thereafter through the term of this Agreement, the County at its sole discretion shall establish the Secure Bed Cap for Contract Cities; provided that the Secure Bed Cap for Contract Cities cannot exceed 130 without approval of the Parties' respective legislative bodies. The County shall provide to the Contract Cities notice of the Secure Bed Cap for Contract Cities six months before the start of the calendar year beginning with notice on July 1, 2016 for the 2017 calendar year.

6.1.2.1 The County shall also provide to the Contract Cities a preliminary estimate of the Secure Bed Cap for Contract Cities 12 months before the start of the calendar year. Such preliminary estimate is provided to the Contract Cities for planning purposes only and does not limit the County in setting the Secure Bed Cap as described in Section 6.1.2.

- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.

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- 6.3 At the end of the last day of this Agreement, the City agrees to reduce the number of City Inmates in the Jail to 0 and the number of City WER Participants to 0, with the exception that Inmates whose status has changed to City Inmate, or WER participants whose status has changed to City WER Participant will not be included in the calculation of the number of City Inmates or WER Participants if such individuals are removed from the Jail or WER within 72-hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates and Contract Cities WER Participants only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates or Contract Cities WER Participants that have been booked into the Jail or WER and the City has not been notified of such booking shall not be considered a Contract Cities Inmate or Contract Cities WER Participant. Also, Contract Cities Inmates housed in the Jail or Contract Cities WER Participants assigned to WER pursuant to a reciprocal bed-use agreement will not be considered Contract Cities Inmates or Contract Cities WER Participants for the purpose of determining the number of City Inmates or City WER Participants.

- 6.4 The Contract Cities can access WER beds, subject to availability, on a first come, first serve basis. The County may in its sole discretion provide a specific number of WER beds to City WER Participants.
- 6.5 The Jail's capacity limit for Medical Inmates is thirty (30). The Jail's capacity limit for Psychiatric Inmates is one-hundred fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- 6.6 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 13.10 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that it is willing to continue to house these Inmates.
- 6.7 County requests under Section 6.6 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.8 If the County, pursuant to Sections 6.6 and 6.7, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The

City may take custody of its¹ Medical or Psychiatric Inmates by picking them up within 24-hours of the County's request, or by providing notice to the County, within 24-hours of the County's request, that the City would like the County to deliver the Inmates to the City's designated drop-off location or a backup location previously provided to the County². If the City has not picked-up the Medical or Psychiatric Inmate within 24-hours of the County's request, or the City has requested that the County take the Medical or Psychiatric Inmate to the designated drop-off location or backup location, the County will deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designated drop-off location or backup location must accept delivery from the County, and must be available to do so seven days a week, twenty-four hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.9 The County will transport Medical or Psychiatric Inmates to a designated drop-off location or backup location within King County, Washington without charge. The City will pay all transportation costs for Medical or Psychiatric Inmates taken to a designated drop off location or backup location outside of King County, Washington. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning and Potential Future Agreements.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good faith efforts to share this information regularly through the Regional Jail Group or similar forum. Furthermore, at the point the County begins planning for potential jail bed expansion, the County will make good faith efforts to provide notice to the City that such planning is underway so that the City has an opportunity to express any interest in contracting for additional jail beds based on terms potentially similar to many of those in the 2012-2030 Agreement.

¹ Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County will deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

² The City's designated drop off location and backup location must be either a facility in the direct control of the City or a facility that is contractually obligated, consistent with the terms of this Agreement, to act as the City's designated drop-off location or backup location. The City may change its designated drop off location or backup location by providing Notification to the County of the change.

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7.2 Potential Future Agreements. If in the future the City is interested in executing an agreement with the County for jail beds incorporating terms similar to many of those in the 2012-2030 Agreement, the City shall provide Notification of its interest to enter into negotiations with the County. Within 60 days of the City's Notification, the County shall provide a response through written Notification to the City of whether it agrees to enter negotiations with the City. The County at its sole discretion can determine whether to negotiate an agreement with the City for jail beds incorporating terms similar to many of those in the 2012-2030 Agreement, which agreement would be subject to approval by both Parties' respective legislative bodies.

8. Indemnification.

8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.

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9. Most Favored Treatment.

- 9.1 During the term of this Agreement, the County represents and assures the City that no other city or town will be offered a contract covering the Jail, WER or jail services that grants such city or town Favored Treatment (as defined below), unless such contract, in substantially similar form, is also offered through Notification by the King County Executive to the City.
- 9.2 Within 60-days of receipt of an offer that the County represents as being made in accordance with Section 9.1, the City through Notification by its Chief Executive Officer must either:
- i) Accept the offer and such acceptance means the City acknowledges that the County has complied with Section 9.1;
 - ii) Decline the offer; or
 - iii) Inform the County that the City believes the offer does not comply with the requirements of Section 9.1 at which point the matter will be deemed referred to JAG pursuant to Section 10 and thereafter either party may pursue dispute resolution per Section 11 of this Agreement.

If the City within 60-days declines the offer per Section 9.2 (ii), or fails to respond within 60-days in the manner described in Section 9.2 (i), (ii) or (iii), then the City shall be deemed to have waived its right to enforce this Section with respect to the offer.

- 9.3 Per Section 13.11 of this Agreement, final execution of any new or amended contract is subject to City Council and County Council approvals.
- 9.4 Favored Treatment means that the terms contained in such other contract are clearly preferable to the terms contained in this Agreement, taking into account all provisions, including but not limited to, rates, guaranteed bed capacity, and minimum payment obligations.
- 9.5 This Section shall not apply to a) temporary service contracts of twelve months or less in duration; provided that such temporary service contracts shall not cause the City to pay more in Maintenance Charges and booking fees than the City would have paid without such a temporary service contract; b) reciprocal bed use agreements; and c) any agreements among the County and any city or town for additional services not provided for in this Agreement.
- 9.6 The City acknowledges that the County offered the City the 2012-2030 Agreement and hereby waives its right under Section 9 with respect to the 2012-2030 Agreement.
10. Jail Agreement Administration Group (JAG). A JAG is hereby established to work together to assure the effective implementation of this Agreement and resolve any Agreement administration, implementation or interpretation issues including, without limitation, issues related to Inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, Agreement interpretation, any capital expenditure charge or budget included in the Maintenance Charge or WER Charge,

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referrals of disputes (including but not limited to disputes arising under Section 5) and issues related to the expedient transfer of City Inmates into or out of alternative facilities within or outside of King County. Each Contract City shall have one representative on the JAG. The County shall have two representatives (including a representative of the Executive and the Director of DAJD).

The Parties agree that the JAG has no authority to make a final decision with regard to any matter related to the Agreement. If the City, or the County, is not satisfied with status of a matter after discussion in the JAG, that party retains all rights to seek further legal redress as provided for the Agreement, including referral of matters to dispute resolution per Section 11 of the Agreement. The JAG may meet with other similar jail agreement advisory groups created under other jail service agreements between the County and other cities when there are issues in common between this Agreement and other agreements.

11. Dispute Resolution. In the event the Parties are unable to resolve a dispute within 30 days of its referral to the JAG per Section 5 or Section 10, then either Party may pursue the dispute resolution provisions of this Section 11.
 - 11.1 Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. Except as provided in Section 11.2, the mediator will be selected in the following manner: the City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
 - 11.2 If other cities are party to an agreement substantially similar to this Agreement, each such city shall be promptly sent Notification of the dispute and, any such city shall be given the opportunity to both participate in the initial meeting to resolve the dispute and to participate as a party in mediation of such dispute. In the case of more than two cities participating in a mediation, the parties agree to engage a mediator through a mediator or mediation service acceptable to both King County and a majority of cities participating in the mediation. The County and all cities joining the mediation shall share equally in the costs thereof per Section 11.1.
 - 11.3 Each party reserves the right to litigate any disputed issue in court, *de novo*.
12. Termination. Either Party may initiate a process to terminate this Agreement as follows:
 - 12.1 Ten-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 12.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in

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order to avoid a ninety (90) day termination Notification notice under Section 12.2 of this Agreement.

12.2 Ninety-Day Termination Notification. After the ten (10) day period has run under Section 12.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

13. General Provisions.

13.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, and to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

13.2 Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.

13.3 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

13.4 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.

13.5 Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:

Exhibit I	Method of Determining Billable Charge and Agency
Exhibit II	Exception to Billing Procedure
Exhibit III	Calculation of Fees, Charges and Surcharges
Exhibit IV	Annual Notification of Fees, Charges and Surcharges

In addition to providing the historical background of how the 2012 Base Year fees, charges and surcharges were calculated, the City acknowledge that Exhibit III governs the terms by which fees, charges and surcharges will be annually adjusted, as well as reset in 2017.

13.6 Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.

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Interlocal Agreement: Jail Services

- 13.7 Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 13.8 Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that certain modifications to the fee re-sets and the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 13.9 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- 13.10 Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of Sammamish:

Ben Yazici, City Manager
801 228th Ave SE
Sammamish, WA 98075

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his successor, as may be designated by written Notification from the County to the City.

As defined in Section 1.22, written notices delivered to the individuals identified above, or their designee (as may be specified through a formal Notification) through alternate means including but not limited to electronic mail are intended to meet the requirements of this Agreement when the term "notice" rather than "Notification" is used.

- 13.11 Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.

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Interlocal Agreement: Jail Services

- 13.12. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 13.13. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 13.14. No-Third Party Beneficiaries. Except as expressly provided in Section 10 and 11 relating to the JAG and Dispute Resolution, 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.
- 13.15. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The 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.

King County

The City of Sammamish

King County Executive

City Manager – Ben Yazici

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney – Mike Kenyon

Date

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County’s billing system examines all open and active charges and holds for each calendar day and applies the Billing Priority Rules and Tie Breaker Rules as set forth below. Then the charge billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 under Billing Priority Rules) when there are charges with multiple charge billable agencies. The first rule that applies determines the billable charge(s). The charge billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given on the Subject-in-Process (SIP) booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the charge billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given on the Subject-in-Process (SIP) booking system.

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Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Inmate booked by a city on a felony investigation whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)	County responsibility
4	Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.	County responsibility prior to release of felony investigation by County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases originated by state agencies (i.e., WSP)	County responsibility
6	Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

Attachment I-2

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
 - (2) Transfer location refuses Inmate.
 - (3) Inmate refuses to be transported and poses a security risk.
 - (4) Inmate misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice, but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

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EXHIBIT II Exception to Billing Procedure

For persons serving the one and two day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.17 of the Agreement. Instead, Inmate day shall be defined as a twenty-four hour period beginning at the time of booking. Any portion of a twenty-four hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/90 0700	Released 7/3/90 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/90 0700	Temporary Release 7/2/90 0700
	Return to Jail 7/8/90 0700	Released 7/9/90 0700
	Number of Inmate days = 2	

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation and other re-sets as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

The 2012 Base Year fees, charges, and surcharges were developed and agreed upon, during the negotiations with the cities in 2011 for city contracts which started January, 2012, and are the basis from which the fees, charges, and surcharges for the years 2013, 2014, 2015 and 2016 are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III. For 2017, the County will reset the base fees, charges and surcharges using the same methodology used to develop the base fees, charges, and surcharges for 2012. Subsection 5.e of this Exhibit III describes the procedures for developing the 2017 Base Year fees, charges, and surcharges for years 2018 through 2020.

1. MAINTENANCE CHARGE, WER CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge and WER Charge shall be calculated as shown in Attachment III-1 and as described below.

a. The **Maintenance Charge** starting **January 1, 2012**, and for the remainder of the calendar year 2012, **excluding** any adjustments for Capital Expenditure Charges, will be **\$127.97**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2012 is **\$132.01**. The Maintenance Charge shall be annually adjusted as described in Section 5 below and shall be annually inflated and/or re-set as described in Section 5 below. The Maintenance Charge calculation shall include 70.56% of the total DAJD Budgeted Jail Costs associated with booking; this percentage of booking costs to be included in the Maintenance Charge shall remain fixed through the term of this Agreement.

i. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all 24 hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such 24 hour period.

b. **WER Charge.** In lieu of the Maintenance Charge, the City will be charged a WER Charge for each Inmate Day in which a City WER Participant is in the WER program. Starting **January 1, 2012**, and for the remainder of the calendar year 2012, **excluding** any adjustments for Capital Expenditure Charges, the WER Charge will be **\$88.10**. When combined with Capital Expenditure Charges, the WER Charge for calendar year 2012 is **\$92.14**. The WER Charge shall be annually adjusted as described in Section 5 below and shall be annually inflated and/or re-set as described in Section 5 below.

c. In addition to the annual adjustments to the Maintenance Charge and WER Charge described above, King County will increase the Maintenance Charge and WER Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail or WER operations. Capital Expenditures include, but shall not be limited to, the Integrated Security Project (ISP) and the Courthouse

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Seismic Stabilization Project (CSSP). Additional Capital Expenditures will be included in the Maintenance Charge and WER Charge if such expenditures benefit City Inmates or City WER Participants. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance as defined in Attachment III-1.

i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of each year, DAJD will estimate the total number of Inmate Days for the following calendar year and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge and WER Charge in the following calendar year.

ii. Upon request of the City, the County shall provide its 6-year CIP and its 6-year major maintenance plan to the City. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be referred to the JAG as described in Sections 10 and 11 of this Agreement. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.

iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

iv. Beginning **January 1, 2012** and continuing through calendar year 2012, the Capital Expenditure Charge for ISP for the City is **\$3.36** and the Capital Expenditure Charge for the CSSP is **\$0.68**, for a combined total Capital Expenditure Charge of **\$4.04** to be added to the Maintenance Charge and WER Charge amounts set forth in subparagraphs a and b above.

2. BOOKING FEE

a. The booking fee shall be based on whether or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2012 and for the remainder of the calendar year 2012 will be initially set as follows, as illustrated in **Exhibit III-1**:

i. The **Base Booking Fee** shall be **\$150.00**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.

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ii. The **Standard Booking Fee** shall be **\$195.96**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.

b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in subsequent years, the City must either provide a court order not later than July 1 of the preceding calendar year confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

3. SURCHARGES

In addition to payment of the Maintenance Charge, WER Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-2.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2012 through December 31, 2012 and shall thereafter be annually adjusted as described in Section 5 below.

a. **Infirmiry Care.** For Medical Inmates, the City shall pay an Infirmiry Care Surcharge of **\$193.87** for each Surcharge Day.

b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$61.00** for each Surcharge Day.

c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$231.11** (which is the sum of the Psychiatric Care Surcharge plus the Acute Psychiatric Housing Surcharge) for each Surcharge Day.

i. The **Acute Psychiatric Housing Surcharge** for each Surcharge Day shall be **\$170.11**.

ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$61.00** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$231.11**.

d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$57.67** per guard *for each hour* or portion thereof, and as further described in Attachment III-2.

e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmiry Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the 24-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same 24-hour period (midnight to midnight), a

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single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the 24-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge or WER Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

a. **Inflators.** Each year, all fees charges and surcharges, excluding: (1) Offsite Medical Care Charges and (2) the Capital Expenditure Charge components of the Maintenance Charge and WER Charge, shall be annually inflated by the percentage rates described below, effective January 1 of each calendar year starting January 1, 2013, in order to determine the final rates and charges for said calendar year, subject to the re-set of the underlying “base rates” in 2017 as described in Subsection 5.e below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5%, but shall in no event be lower than 1.5%.:

- i. Maintenance Charge
- ii. WER Charge
- iii. Booking Fee
- iv. Acute Psychiatric Housing Surcharge
- v. 1:1 Guarding

Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 3%, but shall in no event be lower than 3%:

- i. Infirmary Care Surcharge
- ii. Psychiatric Care Surcharge

b. **Final Fee, Charge and Surcharge Notice for Following Calendar Year.** No later than August 15 of each year, the County will provide notice to the City, through a revised Exhibit IV, of the final fees, charges and surcharges listed in this Subsection 5.a. for the following calendar year reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.

c. **Inflation Re-sets.** Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds 8% then, as part of the August 15 final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

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Interlocal Agreement: Jail Services

d. 2012 Fees and Charges. Attachment III-1 shows the allocation of **2011 Budgeted Jail Costs** used to derive the fees and charges to which the inflators in Subsection 5.a above were applied to calculate the fees and charges applicable to the 2012 Base Year as set forth above in Sections 1, 2, 3 and 4.

e. Re-set for Fees, Charges and Surcharges, starting 2017. Using the 2016 Adopted Jail Budget and applying the same allocation methodology as illustrated in Attachment III-1, the base fees, charges and surcharges shall be updated. Thus, fees, charges and surcharges in 2017 will be determined using the model in Attachment III-1 using 2016 Budgeted Jail Costs, and then applying the annual inflators per Subsection 5.a. By **March 1** of 2016, the County will provide the City written notice including a detailed calculation of the re-set fees, charges and surcharges for 2017 (excluding application of inflators, which will be provided by August 15 per Subsection 5.b above). The Parties shall promptly thereafter meet to review the information and will work in good faith to resolve any questions or issues by May 1, 2016. In the event that the County implements a new accounting system that makes it impracticable to generate the same cost allocations shown in the cost model illustrated in Attachment III-1, the Parties agree that technical adjustments may be made to the rate model in order to recreate as nearly as practicable the original rate model.

By way of illustration and without limitation:

- Year 2013 fees and charges are determined by applying the inflators to 2012 fees and charges per Subsection 5.a.
- Year 2014 fees and charges are determined by applying the inflators to 2013 fees and charges per Subsection 5.a.
- Year 2015 fees and charges are determined by applying the inflators to 2014 fees and charges per Subsection 5.a.
- Year 2016 fees and charges are determined by applying the inflators to 2015 fees and charges per Subsection 5.a.
- Year 2017 fees and charges are determined by allocating the 2016 Budgeted Costs per the cost model in Attachment III-1 and applying the inflators per Subsection 5.a.
- Year 2018 fees and charges are determined by applying the inflators to 2017 fees and charges per Subsection 5.a.
- Year 2019 fees and charges are determined by applying the inflators to 2018 fees and charges per Subsection 5.a.
- Year 2020 fees and charges are determined by applying the inflators to 2019 fees and charges per Subsection 5.a.

Definition of Budgeted Jail Costs:

Budgeted Jail Costs means the direct and indirect costs related to operating the Jail, including without limitation health services, per the adopted County Budget approved by the County Council.

Exhibit 1

Interlocal Agreement: Jail Services

Attachment III-1 Illustration of Fee and Charge Calculations

MAINTENANCE (DAILY) CHARGE

PART I: CALCULATION OF THE MAINTENANCE (DAILY) CHARGE

<u>Based on 2011 Adopted Budget</u>		<u>Budgeted Costs</u>
1	Total Department of Adult and Juvenile Detention	126,871,483
2	Plus County Admin for Detention	4,474,086
3	Remove 70% of court detail	(5,545,872)
4	Less Juvenile Detention and Associated DAJD Admin	(17,768,627)
5	Less CCD Division and Associated DAJD Admin	(6,047,574)
6	Less WER Secure Detention Costs	(1,553,522)
7	Less 1:1 Guarding Detention	(2,335,103)
8	Less Psych Housing DAJD	(3,050,414)
9	Less 29.44% of DAJD Booking Costs (Booking Fee line 3)	(4,186,451)
10	SUBTOTAL DETENTION COSTS for Daily Maintenance	90,858,006
11	Total Jail Health Services (JHS) Costs	27,415,896
11a	Less Off Site Medical	-
11b	Less Psych Services JHS	(3,325,962)
11c	Less Infirmary JHS	(1,665,769)
11d	Less Booking Costs - JHS ONLY	(2,744,549)
12	SUBTOTAL JAIL HEALTH COSTS for Daily Maintenance Charge	19,679,616
13	SUBTOTAL DAJD plus JHS for Daily Maint. Only	110,537,622
14	Less DAJD Cost Recoveries	
14a	SMC Transport	(192,559)
14b	Medical Reimbursement	(19,000)
14c	SSI Incentive	(100,000)
14d	Bulletproof Vest Reimbursement	(5,000)
14e	IWF CX Transfer	(531,810)
14f	SCAAP	(883,136)
15	Subtotal DAJD Cost Recoveries	(1,731,505)
16	NET Maintenance Costs	108,806,117
17	Total Maintenance Days	875,807
18	Average Maintenance Days	2,399
19	Cost per General Maintenance Day PRIOR to Capital Expenditure Surcharge	124.24

PART II: 2011 Costs inflated to 2012

20	3% Increase 2012	127.97
21	2012 CSSP	0.68
22	2012 ISP	3.36
	Total 2012 Daily Maintenance Charge including Debt Service	\$132.01

Exhibit 1

Interlocal Agreement: Jail Services

NOTES:

- 1 Based on DAJD 2011 Adopted Budget in Essbase (the budget system).
- 2 Includes 100% of County Admin for Personnel, F/A Mgmt, Mail, State Auditor, and Budget. In addition, includes \$3.57 million of Major Maintenance. This amount is the 2009 County adopted contribution from DAJD to the Major Maintenance Reserve Fund for the KCCF and MRJC facilities. It represents the annualized amount necessary to fund major maintenance projects at these two facilities on a rolling 20 year-basis in effect a “depreciation payment,” applicable for each year of use/wear & tear.
- 3 70% of Court Detail costs are attributed directly to Superior Court, therefore not accessible to the cities and are removed from calculation.
- 4 Remove Juvenile Detention Division low orgs (cost centers) and associated DAJD Admin.
- 5 Remove Community Corrections Division (CCD) low orgs (cost centers) and associated DAJD admin.
- 6 WER is a standalone rate therefore all CCD costs associated with WER including the cost recoveries were removed in line 5. This line represents the removal of the costs from the detention operation that is used to support WER and are now included in the standalone WER Charge.
- 7 Surcharge for 1:1 guarding is removed from the maintenance charge.
- 8 Surcharge charge for services associated with housing the Acute Psychiatric Inmates is removed from the maintenance charge.
- 9 Removal of 29.44% of DAJD's Booking Costs associated with Booking from the maintenance charge. (See Exhibit III, Section 1a).
- 11 a-d All jail health services direct and indirect budgeted costs for: Offsite Medical Care, Psychiatric Care for Acute- and Non-Acute Psychiatric Inmates, Infirmary Care, and intake health screening are removed from the calculation of the maintenance charge and are instead established as separate surcharges or components of separate charges. Other remaining direct and indirect Jail Health Services budgeted costs are included in the jail health portion of the maintenance charge.
- 12 The subtotal of lines 11 through 11d.
- 13 The subtotal of lines 10 and 12.
- 14 a-f Removal of reimbursements received by DAJD.
- 17 Calculation of total Maintenance days in 2011 is a weighted average of Secure and WER days based on the allocation of percentage of actual costs.
- 18 Calculation is Line 17 divided by number of days in year.
- 19 Cost per General Maintenance Day is PRIOR to the additional cost for capital expenditure charges (e.g. in 2012 seismic retrofit and ISP). See Exhibit III.c.i-III.c.iv.
- 20 This is the rate for 2012. For future years the inflator will be calculated as described in Exhibit III, Section 5.
- 21 Debt service CSSP is the Courthouse Seismic Project; DAJD is responsible for 10% of the \$84,747,000 that is financed over 20 years (2005-2024). The 2012 charge (\$.68) is calculated by taking the amount apportioned for 2012 (\$641,773) divided by the number of custodial maintenance days for 2012 (946,036).
- 22 Debt service ISP is the Integrated Security Project; DAJD is responsible for \$42,921,801 that is financed over 20 years (2010-2029). The 2012 (\$3.36) charge is calculated by taking the amount apportioned for 2012 (\$3,179,500) divided by the number of custodial maintenance days for 2012 (946,036).

Exhibit 1

Interlocal Agreement: Jail Services

WORK EDUCATION RELEASE (WER) (DAILY) CHARGE

PART I: CALCULATION OF THE WER (DAILY) CHARGE

<u>Based on 2011 Adopted Budget</u>		<u>Budgeted Costs</u>
1	Direct Detention Staffing Costs	1,389,308.98
2	Overhead - County and DAJD Admin	164,213.09
3	Subtotal Direct Detention	1,553,522.07
4	Work Release in Community Corrections	1,481,264.00
5	County, DAJD, and CCD Admin	418,844.34
6	Less WER Revenue	(245,556.00)
7	Subtotal CCD WER	1,654,552.34
8	Subtotal Detention and CCD Costs	3,208,074.41
9	Detention Support Services	2,036,453.66
10	Total WER (Daily) Costs	5,244,528.07
11	Total WER Maintenance Days	61,320.00
12	WER Cost/Day	85.53

PART II: 2011 Costs inflated to 2012

13	3% Increase 2012	88.10
14	2012 CSSP	0.68
15	2012 ISP	3.36
	Total 2012 WER Charge including Debt Service	\$92.14

NOTES:

- 1 Detention costs include staffing, shift relief, meal delivery, etc.
- 2 Overhead is allocated based on proportionate share of the adopted budget.
- 4 Community Corrections costs are for case managers, and administrative staff in WER.
- 6 WER Inmate payments for room and food charges are backed out of the total costs.
- 9 Additional services used to support WER include food preparation and food costs, janitorial costs, utilities, supplies, command management, etc. Costs are added proportionately including overhead charges.
- 11 Budget ADP of 168 multiplied by 365 = 61,320.
- 12 Cost per WER is PRIOR to the additional cost for capital expenditure charges (e.g. in 2012 seismic retrofit and ISP). See Exhibit III.c.i-III.c.iv.
- 13 This is the rate for 2012, for future years the inflator will be calculated as described in Exhibit III, Section 5.
- 14 Debt service CSSP is the Courthouse Seismic Project; DAJD is responsible for 10% of the \$84,747,000 that is financed over 20 years (2005-2024). The 2012 charge (\$.68) is calculated by taking the amount apportioned for 2012 (\$641,773) divided by the number of custodial maintenance days for 2012 (946,036).
- 15 Debt service ISP is the Integrated Security Project; DAJD is responsible for \$42,921,801 that is financed over 20 years (2010-2029). The 2012 (\$3.36) charge is calculated by taking the amount apportioned for 2012 (\$3,179,500) divided by the number of custodial maintenance days for 2012 (946,036).

Exhibit 1

Interlocal Agreement: Jail Services

BOOKING FEE

PART I: CALCULATION OF THE BOOKING FEE

<u>Based on 2011 Adopted Budget</u>	Base Booking Fee for those entities that <u>do not use</u> King County PR Screeners	Standard Booking Fee for those entities who <u>do use</u> King County PR Screeners	<u>Total</u> <u>Budgeted</u> <u>Costs</u>
1 Detention Booking Costs - DAJD	12,715,934		12,715,934
2 Plus County and DAJD Overhead	1,502,994		1,502,994
3 Sub-total - DAJD Booking Cost Before Adjustments	14,218,928		14,218,928
Adjustments			
4 Plus Jail Health Intake Services	2,744,549		2,744,549
5 Plus PR Screeners & Overhead	-	1,683,055	1,683,055
6 Sub-total - Booking Cost Adjustments	2,744,549	1,683,055	4,427,604
7 Total Booking Costs	16,963,477	1,683,055	18,646,532
8 Less DAJD Booking Cost Recovered in Daily Maint.	10,032,477		
% of DAJD Booking Cost	70.56%		
9 Total Book Cost included in Calculation	6,931,000		
% of Base Booking Cost	40.86%		
11 Bookings	47,594	37,717	
12 Booking Fee	145.63	44.62	
3% Increase 2012	150.00	45.96	

PART II: 2011 Costs inflated to 2012

	Base Booking Fee for those entities that <u>do not use</u> King County PR Screeners	Standard Booking Fee for those entities who <u>do use</u> King County PR Screeners
13 3% Increase 2012	\$150.00	\$195.96

Exhibit 1

Interlocal Agreement: Jail Services

NOTES:

- 1 Based on the DAJD 2011 Adopted Budget, in both the KCCF and RJC Cost Center (Orgs) from Essbase (the budget system).
- 2 Overhead is allocated based on proportionate share of the adopted budget including allocating costs to the booking charge.
- 3 Total of lines 1 and 2
- 4 Jail intake health screening costs are included in the booking fee, and removed from basic jail health (line 11d on the general maintenance day comparison sheet).
- 5 PR Screeners are part of the Community Corrections Division (CCD). PR Screener costs are part of the Standard Booking Fee charged to any cities using the County's PR Screeners. Refer to Exhibit III Section 2b on how the City can qualify for the Base Booking Fee which does not include the costs for the County's PR Screeners.
- 6 Total of lines 4 and 5.
- 7 Total of lines 3 and 6.
- 8 Represents total amount \$10,032,477 and percentage (70.56%) of DAJD Booking Costs recovered in the Daily Maintenance Fee. The remaining 29.44%, \$4,186,451 (ties to Line 9 Daily Maintenance Calculation), is included in Line 9 Total Booking Cost.
- 9 Represents the amount of total booking costs (including Jail Health Intake Services, line 4) and percentage (40.86%) used to calculate the Base Booking Fee of \$150. Calculation: Line 3 \$14,218,928 plus Line 6 \$2,744,549 less Line 8 (\$10,032,477). See Exhibit III Section 2.
- 11 Total budgeted Bookings are used to calculate the base and standard booking fees.
- 12 Calculated Fee prior to 2012 Inflation.
- 13 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

Exhibit 1

Interlocal Agreement: Jail Services

INFIRMARY (DAILY) SURCHARGE JAIL HEALTH SERVICES (JHS)

PART I: CALCULATION OF THE INFIRMARY (DAILY) SURCHARGE (JHS)

<u>Based on 2011 Adopted Budget</u>	<u>Budgeted Costs</u>
1 JHS Infirmatory Services Staffing Costs	1,332,615
2 JHS Infirmatory Non-Staffing Costs	333,154
3 Total JHS Infirmatory Costs	1,665,769
4 Average maintenance days for the Infirmatory (Location: Infirmatory or successor location)	24.60
5 JHS Infirmatory Fee per inmate/day	185.52

PART II: 2011 Costs inflated to 2012

6	4.5% Increase 2012	\$193.87
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NOTES:

- 1 2011 Budgeted wage and benefit costs for JHS staff who provided services to Inmates in the Infirmatory. Costs are allocated to the Infirmatory Surcharge based upon the number of shifts scheduled in the Infirmatory as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the 2009 Amendment rate was in place in September, 2008 (at the time the cost model was updated).
- 2 2011 Budgeted costs for pharmaceuticals (including intravenous medications and supplies), medical supplies and medical equipment for Inmates in the Infirmatory.
- 3 Ties to Line 11c of the General Maintenance Daily Charge.
- 4 Budgeted Maintenance Days for Infirmatory Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - Infirmatory - Total ADM.
- 6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

Exhibit 1

Interlocal Agreement: Jail Services

PSYCHIATRIC CARE SERVICES DAILY JAIL HEALTH SERVICES (JHS)

PART I: CALCULATION OF THE PSYCHIATRIC (DAILY) SURCHARGE (JHS)

<u>Based on 2011 Adopted Budget</u>		<u>Budgeted Costs</u>
1	JHS Psychiatric Services Staffing Costs	2,926,847
2	JHS Psychiatric Services Non-Staffing Costs	399,115
3	Total JHS Psychiatric Services Costs	3,325,962
4	Average maintenance days for Inmates receiving Psychiatric Care Services	156.10
5	JHS Psychiatric Services Fee per inmate/day	58.37

PART II: 2011 Costs inflated to 2012

6	4.5% Increase 2012	\$61.00
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NOTES:

- 1 Budgeted wage and benefit costs for JHS staff who provided services to the Acute and Non-Acute Psychiatric Housing units. Costs are allocated to the Psych Care Surcharge based upon the number of shifts scheduled in psych housing units as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the 2009 Amendment rate was in place in September, 2008 (at the time the cost model was updated).
- 2 Budgeted costs for pharmaceuticals and medical supplies for Inmates in Acute and Non-Acute Psychiatric housing.
- 3 Ties to 11b of the General Maintenance Daily Charge.
- 4 Budgeted Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - (Acute Psych - Total ADM PLUS Non-Acute Psych - Total ADM).
- 6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

Exhibit 1

Interlocal Agreement: Jail Services

ACUTE PSYCHIATRIC HOUSING (DAILY) SURCHARGE

PART I: CALCULATION OF THE ACUTE PSYCHIATRIC HOUSING (DAILY) COMPONENT OF THE ACUTE PSYCHIATRIC SURCHARGE

<u>Based on 2011 Adopted Budget</u>	<u>Budgeted Costs</u>
1 Direct Detention Staffing Costs	2,727,974
2 Overhead - County and DAJD Admin	322,440
3 Total Acute Psych Jail Costs	3,050,414
4 Average Maintenance Days for Acute Psych Housing (7North location or successor location)	50.60
5 Acute Pysch Housing (Daily)	165.16

PART II: 2011 Costs inflated to 2012

6	3% Increase 2012	\$170.11
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NOTES:

- 1 Detention costs include staffing (salaries, benefits, meals).
- 2 Overhead allocated based on proportionate share of the budgeted costs.
- 3 Budgeted Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" – Acute Psych - Total ADM.
- 6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

Exhibit 1

Interlocal Agreement: Jail Services

1:1 GUARDING (HOURLY) SURCHARGE

PART I: CALCULATION OF THE 1:1 GUARDING (HOURLY) SURCHARGE

	<u>2011 Est. Costs</u>
1 Direct Detention Staffing Costs	2,088,274
2 Overhead - County and DAJD Admin	246,829
3 Total 1:1 Guarding Costs	<u>2,335,103</u>
4 Average Officers per day	4.76
5 1:1 Guarding Cost/Day	1,343.67
6 1:1 Guarding Cost/Hour	55.99

PART II: 2011 Costs inflated to 2012

7	3% Increase 2012	<u><u>\$57.67</u></u>
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NOTES:

- 1 Direct Detention Staffing Costs are determined using the following methodology
Actual 1:1 Guarding Hours X Avg. CO Hourly Overtime Rate = Direct Staffing Costs
Avg. CO Hourly Overtime Rates is derived from the 2011 Essbase PSQ Salary file, taking the average Overtime hourly rate for a Corrections Officer, and increasing by 3% for Gun Qualification Premium.
- 2 Overhead is allocated based on proportionate share of the budgeted costs.
- 4 Calculation: 1:1 Guarding Hours / # of days in year / 24 hours = Average Officers per day.
- 5 Calculation: Line 3 / (Average Officers per day x # of days in year).
- 6 Calculation: Line 5 / 24hrs.
- 7 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

**Attachment III-2
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges**

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location (7North in KCCF or successor location)	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Housing Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Housing ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<p><i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i></p>

Exhibit 1

Interlocal Agreement: Jail Services

JHS Infirmiry Care

Services Provided:	Criteria:
<ul style="list-style-type: none">❖ 24-hour Skilled Nursing Care❖ Daily Provider Rounds❖ Treatment and Management of Complex Disease States❖ Medication Administration❖ Activities of Daily Living Assistance❖ Alcohol Detoxification	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmiry.</i></p> <p><i>Examples include but are not limited to:</i></p> <ul style="list-style-type: none">❖ <i>Substance abusers requiring medical detoxification/withdrawal management (chronic alcoholics and opiate addicted pregnant females);</i>❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i>❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i>❖ <i>Individuals requiring IV therapy or with central lines in place;</i>❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i>❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Inmates are formally admitted to infirmiry care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmiry occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmiry care for the duration of their incarceration.</i></p>

EXHIBIT IV
Annual Notification of Fees, Charges and Surcharges

Rates effective October 1, 2014 through December 31, 2014

The Exhibit III Calculation of Fees, Charges and Surcharges, in the Interlocal Agreement specifies the fees, charges and surcharges as well as the Offsite Medical Charges, the City shall pay. Also, Exhibit III c., i., denotes that King County will increase the Maintenance charge and Work Release charge to capture the cost of capital expenditures that benefit jail operations. In 2014, the debt service for the Courthouse Seismic Stabilization Project (CSSP) is \$0.83 and the debt service for the Integrated Security Project (ISP) is \$4.10.

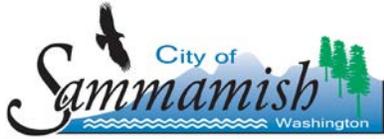
For the period of January 2014 through December 2014, the rates are as follows:

Daily Maint.*	\$141.88
Booking	\$209.70
Booking - No PR	\$160.52
WER*	\$99.21
Acute Psych Housing	\$249.23
Psych Other	\$67.19
Infirmary	\$213.53
1 on 1 Guarding Hrly	\$61.71

*Includes Capital Expenditures charges of \$4.93, Courthouse Seismic Stabilization Project (CSSP) \$0.83 and Integrated Security Project (ISP) \$4.10.

Integrated Security Project (ISP)

A capital improvement project designed to replace and modernize the security electronic systems of KCCF; upgrade the existing elevators systems. A portion of the project also focused on making improvements to the Clinic and Infirmery operations to deal with air borne pathogen issues, construct an inmate Jail Health Assessment Center, and a Jail Health Administrative Office Area. The net amount financed for this project was \$42,921,801. The terms of the financing are 20 years, beginning in 2010, at a rate of 4.15%. The fixed amount of the 20 annual payments is \$3,179,500. The calculation of the amount of debt service to be added to each Maintenance Day is done by dividing the annual payment by the estimated AMD for the year



City Council Agenda Bill

Meeting Date: September 16, 2014

Date Submitted: September 10, 2014

Originating Department: Public Works

Clearances:

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

Subject: Timmons Group Cityworks Implementation contract and Azteca Cityworks Enterprise Asset Management Software

Action Required: Authorize the City Manager to purchase Azteca Systems' Cityworks Enterprise Asset Management software and execute a Contract Agreement with Timmons Group for Professional Services to plan and implement Cityworks.

Exhibits:

1. Consultant Contract
2. Azteca Systems' Cityworks price quote.

Budget: The adopted 2013-2014 Technology Replacement Fund Machinery & Equipment line item includes \$82,700 for the Consultant Agreement and \$20,000 for the first year licensing costs for Cityworks. License costs for the subsequent three years is as follows:

Year 2: \$20,000
Year 3: \$25,000
Year 4: \$30,000

Public Works' proposed 2015-2016 budget includes the license costs for Years 2 and 3

Summary Statement:

The Public Works Department has selected Azteca Systems' Cityworks Asset Management software and Timmons Group to implement a phased approach to plan, install, configure and train staff on the software program.

Background:

In order to optimize management of the City's resources, improve operational efficiencies and reduce life-cycle costs of its assets, Public Works is proposing to purchase a Cityworks software license and future software upgrades for the three years subsequent to the year of initial purchase. Also included in this request is to hire Timmons Group to help plan and implement the software program. Cityworks will enable the City to better manage workflow and staff workload, track customer requests, capture operations and maintenance costs, establish optimal maintenance schedules, generate reports and enable other process improvements to be made.



City Council Agenda Bill

This project will be done in a two-phased approach – planning and implementation. Planning will include collecting information about the City’s core system (e.g. list of all primary MOC work orders and associated tasks and processes, types of service requests, employees, equipment types, etc). It will also include installation of the software and configuration with GIS.

Implementation will focus on stormwater management and parks. Timmons Group will work closely with staff from Public Works and Parks to ensure the software program and training curriculum are tailored to meet the city’s needs. Timmons will also conduct acceptance testing and provide some support once the system is live in early 2015.

Financial Impact:

The adopted 2013-2014 Technology Replacement Fund Machinery & Equipment line item includes \$82,700 for the Consultant Agreement and \$20,000 for the first year licensing costs for Cityworks. License costs for the subsequent three years is as follows:

Year 2: \$20,000
Year 3: \$25,000
Year 4: \$30,000

Public Works’ proposed 2015-2016 budget includes the license costs for Years 2 and 3.

Recommended Motion:

Authorize the City Manager to execute a Contract Agreement with Timmons Group for the purpose of planning and implementing Cityworks Asset Management System in an amount not to exceed \$82,700, and to purchase the Cityworks Asset Management software for \$20,000 for the first year and annual relicensing costs of \$20,000, \$25,000 and \$30,000 for the subsequent three years, respectively.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: ___Timmons Group_____

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Timmons Group, 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 "A"

A sum not to exceed \$82,700

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 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.

Exhibit 1

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.

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

Exhibit 1

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.

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.

Exhibit 1

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 Timmons Group
Contact Name Ronald Butcher
Street Address 1001 Boulders Parkway, Suite 300
City, State Zip Richmond, VA 23225
Phone Number 804.200.6971
Email ron.butcher@timmons.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:  _____

Print Name: _____

Print Name: Ronald R. Butcher

Title: City Manager

Title: Asset Management Practice Leader

Date: _____

Date: 9/9/2014

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES CITYWORKS IMPLEMENTATION

SAMMAMISH, WASHINGTON



Contact:

Darrin Farmer
13317 13th Avenue NW
Gig Harbor, WA 98332
253.442.4706
804.560.1016 fax
www.timmons.com

INTRODUCTION AND UNDERSTANDING

The City of Sammamish (City) is in the process of purchasing Azteca System's Cityworks® AMS (Cityworks) Enterprise Asset Management (EAM) solution to better manage City infrastructure. Timmons Group is a Platinum Level Authorized Cityworks Implementation Partner who will help the City to install and optimally configure Cityworks to support City work flows, train users in the proper use of the system, and fully realize the capabilities of the system. The following is Timmons Group's proposed approach to implementing Cityworks.

Successful implementation of Cityworks requires effective communication, a thorough understanding of the organizations objectives, a thorough understanding of work processes in place throughout the City and a sound strategy for integrating the new tools and capabilities of the software into existing City work flows. An appropriate level of planning and strategizing is required to ensure the end-users' needs are identified, understood, and addressed during implementation.

A phased approach to implementation will allow the City to more easily manage the issues and risk associated with implementation of an EAM system. Each phase will typically include system configuration for an individual department or sub-group. For this project we propose to complete the core system configuration, followed by two implementation phases; one for Storm Water, the other for Parks.

Implementation planning for each phase will involve documenting current business practices, workflows, data sets, staff responsibilities, supporting technologies, etc. and identifying related best practices and desired improvements. This will enable us to better design, schedule and implement a system that will receive wide-spread acceptance while addressing business needs, work flow, and data requirements.

Timmons Group will perform the implementation planning process through a series of onsite workshops with City staff. During these workshops, we will gather information and gain the necessary understanding of organizational objectives as well as individual responsibilities, work flows, performance metrics, operations and maintenance cycles, regulatory reporting requirements, etc. We will review the pre-configured Service Request, Work Order and Inspection templates and identify necessary modifications to them. This will prepare us to implement Cityworks in a way that enables employees to work more efficiently while supporting the City's underlying asset management and maintenance management goals.

TIMMONS GROUP OVERVIEW



TIMMONS GROUP GEOSPATIAL SOLUTIONS

With over 225 employees, Timmons Group is a well-established professional consulting firm, providing geospatial, asset management, environmental, surveying and engineering consulting services to a variety of state, local, tribal, federal and private clients throughout the United

States. ***Founded in 1953, Timmons Group has been recognized for nearly twenty years as one of Engineering News Record's (ENR) Top 500 Design Firms in the country.***

Timmons Group's asset management service offerings include requirements definition, strategic planning, implementation planning, infrastructure design, database design, data model development, application development, data conversion, field data collection, web development, system integration & implementation, training, and support. Our reputation for offering quality technology services to our clients has earned our firm many repeat clients and numerous awards.

Timmons Group is an Azteca Cityworks® Platinum Implementation Partner and Strategic Development Partner. Cityworks Implementation Partners are required to demonstrate proficiency, maintain their knowledge base and have successful clients to ensure they are capable of successfully implementing the Cityworks suite of products that include both Cityworks® Server AMS and Cityworks® Server PLL. ***As a Platinum Implementation Partner, Timmons Group has reached the top level in Cityworks Business Partner program.*** As a Strategic Development Partner, Timmons Group is also one of the companies with whom Azteca Systems has an alliance with to help deliver related software applications and dedicated interfaces focused solutions for specific markets or dedicated interfaces for related business needs. This includes interfacing with Customer Billing Systems, Financial Information Systems, SCADA, Content Management Systems, etc.

Timmons Group is a leader in innovative technology products and services. Inspired by your vision, our client service teams solve technology challenges in imaginative and cost-effective ways. Our extensive experience in providing geospatial based solutions for state and local governments enables us to offer an excellent mix of experience and proven processes for the development of comprehensive strategic plans and implementation services.



Qualifications Summary

For 20 years, we have developed geospatial-based technology solutions for state and local governments, gaining valuable experience in state and local business processes. We offer a professional project staff with the expertise and ability required to design and execute a successful enterprise asset management planning and implementation. We look forward to sharing our ideas and solutions for this project. ***For over 10 years our Asset Management practice has focused only on Cityworks for our clients' Enterprise Asset Management solutions. Because of this focus we have become a leader for both implementation and for integrating Cityworks, leveraging Cityworks API's and SDK, with multiple enterprise systems including Customer Information and Utility Billing Systems.***

Our firm employs a broad range of subject-matter experts across all areas of information technology and geospatial technologies. From our technicians to our database managers, programmers, systems engineers, consultants and project managers, our award-winning team prides itself on its unique ability to understand your vision and create a solution tailored to your mission-critical business requirements.

Our technology solutions are 100% focused on empowering local government processes. We are proud of each client's success and of the opportunity to serve government agencies with quality products and services. The Cityworks Suite of solutions can be implemented as an integrated system to serve multiple departments, or as separate systems to focus on individual needs

Office Locations

Timmons Group operates nine offices throughout the Country. All of our office locations are digitally connected, which allows us to tap into the collective experience of key staff, fully employing the support of all employees in the firm, as needed. Just as importantly, our teleconferencing, e-mail and Web-based communication capabilities allow us to easily and efficiently exchange graphical, drawing, and design information with other members of our design team and specialty consultants.

PROJECT TEAM AND QUALIFICATIONS

The following pages introduce the key staff members that Timmons Group proposes to deploy on the City's project. Each of these individuals offers significant experience in the design, implementation and maintenance of utility-focused enterprise Cityworks environment. Backing each of these individuals up is a deep bench of highly skilled support staff that is entirely focused on the delivery of utility-centric Cityworks and Esri GIS solutions.

Ron Butcher, Jr., GISP, MBA Program Manager

1001 BOULDERS PARKWAY, SUITE 300 RICHMOND, VIRGINIA 23225 • TEL. 804.200.6971

Education

MBA, Management Information Systems, University of Dayton, Dayton, OH, 2000
BS, Computer Science, Magna Cum Laude, Park University, Parkville, MO, 1994

Experience

18 Years

Certifications

GIS Professional (GISP)
GIS Surveyor (GISS), South Carolina

Ron is an accomplished senior manager with 18 years of success developing, integrating and aligning technologies to meet customer business needs and achieve corporate goals and objectives. Results-oriented director with effective balance of long-range vision and realistic pragmatism; highly adept at devising new strategies, tools and services that provide superior results at minimal cost. Inspirational and collaborative leader with talent for building successful, long-term relationships with customers, forging consensus between stakeholders with various priorities, and developing cohesive, high-performance teams ready to meet any challenge.

Ron leads our team of subject matter experts focused on the delivery of Enterprise Asset Management (EAM) solutions required to solve the complex asset management challenges for our water, wastewater, stormwater, gas, electric and public works clients. He has significant Cityworks enterprise asset management implementation and system integration for utility customers throughout the United States.

Select Project Experience

- Cityworks Server AMS and PLL Software Implementation, City of Fayetteville, NC
- Cityworks Server AMS Software Implementation, City of Naperville, IL
- Cityworks Server AMS Software Implementation, Hamilton County, TN
- Enterprise Work Management System, City of Alpharetta, GA
- Cityworks EAMS, Department of Public Utilities, Auburn, AL
- Cityworks EAMS, Lafayette Consolidated Government, LA
- Cityworks Server Implementation (PLL), Herndon, VA
- Cityworks Computerized Maintenance Management System, Department of Public Utilities, Richmond, VA
- Cityworks EAMS Support, Department of Public Works and Environmental Services, Alexandria, VA
- Cityworks Implementation Support, Upgrades and Request LoGISTICS Implementation, Newport News, VA
- Public Utilities District Asset Management and GIS Support Services (AMS and Cayenta/Harris Integration), Skagit County, WA

Darrin Farmer Project Manager

13317 13TH AVENUE NW, GIG HARBOR, WA • TEL. 253.442.4706

Education

BS, Geography, University of Utah, 1994

Experience

20 Years Total

Certifications & Training

Project Management Institute (PMI)

Project Management Certificate, UC Davis, 2013

Darrin Farmer will act as Project Manager for the duration of this project. He will be responsible for planning, organizing and managing the staff and budget. He will also coordinate with the City's project manager and our sub consultant, Azteca Systems. Darrin is a seasoned project manager with more than 16 years of leading development and implementation of asset management programs and implementation/integration of asset management systems. As the project manager, Darrin will be the lead in completing status reports to the City of Shoreline, maintaining project continuity and monitoring/mitigating projects risks. Some of his recent relevant experience includes:

Select Project Experience

- Asset Management/CMMS Implementation Consulting, Skagit County PUD, WA, Sr. Consultant/Project Manager. Leading design and implementation of the City's Cityworks asset management/Computerized Maintenance Management System (CMMS). Led configuration workshops and oversaw implementation and staff training activities.
- Asset Management System Implementation Consulting, King County Roads, WA, Sr. Consultant/Project Manager. Consulted on design and implementation of the Roads Service Division's Cityworks asset management system. Managing phased roll-out to Roads Maintenance Group.
- Asset Management/CMMS Implementation Consulting, City of Port Angeles, WA, Sr. Consultant. Led design and implementation of the City's Cityworks asset management/CMMS. Led configuration workshops and oversaw implementation and staff training activities.
- Asset Management/CMMS Implementation Consulting, Cucamonga Valley Water District, Sr. Consultant/Project Manager. Led design and implementation of the District's Cityworks asset management/CMMS. Performed Business workflow modeling and optimization. Led design and development of interface between CMMS and SunGard HTE financial system. Managed implementation and customization of iWater infraMap field mapping and inspection application.

Mark Harmon Configuration

1001 BOULDERS PARKWAY, SUITE 300 RICHMOND, VIRGINIA 23225 • TEL. 804.200.6961

Education

BS, Geographical Sciences, James Madison University, VA, 2003

Experience

10 Years

As a Senior GIS Analyst/Developer, Mark performs a multitude of both back-office and client facing tasks in support of our enterprise system implementations including enterprise GIS and asset management solutions. He has a diverse background in data conversions, system configuration, quality control, end-user training, database administration and data modeling.

Mark's diverse background in data conversions, system configuration, quality control, end-user training, custom reporting and system administration. Mark is able to function as a Project Manager, Implementation Leader and Senior Systems Analyst. He possesses significant subject matter expertise in the Cityworks maintenance management solution and related software. Mark serves as Timmons Group's Cityworks trainer and internal staff developer.

Select Project Experience

- Cityworks Server AMS Software Implementation, City of Naperville, IL
- Enterprise Work Management System, City of Alpharetta, GA
- Public Utilities District Asset Management and GIS Support Services (AMS and Cayenta/Harris Integration), Skagit County, WA
- Cityworks Implementation for Transportation and Environmental Services Departments, Alexandria, VA
- Departments of Public Utilities and Works Enterprise Asset Management Solutions, City of Richmond, VA
- Cityworks Server Implementation, Herndon, VA
- Cityworks Consultant and Lead Technical Consultant, Department of Transportation, Washington, DC
- CMMS Solution for Phased Implementation of an Enterprise GIS System for the City's Stormwater, Streets and Pavement Departments, Newport News, VA
- Fairfax Water Enterprise GIS System, Fairfax, VA
- Artesian Water Company Creation and Maintenance of ArcSDE Geodatabases, Newark, DE
- Hampton Roads Sanitation District and Virginia Department of Environmental Quality Consent Order Plan to Update the GIS Data for the Isle of Wight County Sewer System, Isle of Wight, VA
- GIS Project Manager, PowerSouth Energy Cooperative, Economic Development Site, Andalusia, AL
- James River Association Stormwater Runoff GIS Software Solution to Provide an Interactive Website for the Estimation of Rainfall Runoff Quality and Quantity, Phase III, City of Richmond, VA

OUR PHILOSOPHY AND APPROACH

Our Asset Management Practice has significant experience and an un-paralleled passion for Enterprise Asset Management solutions, and combines the planning, engineering, financial, operational, and technological expertise required to solve complex challenges for our public works, water, wastewater, stormwater, gas, electric, planning, permitting, inspection, and code enforcement clients. While we offer all of the traditional consulting, implementation, data development, training, and maintenance services typically associated with an asset management project, our subject matter expertise enables us to move our clients beyond these traditional projects with solutions that extend across the enterprise to deliver results that can be measured in time, money, and improved levels-of-service.



Cityworks[®]

Engaging Timmons Group as a partner on your asset management projects will yield the results you demand. Many years of important lessons learned will be available to you and your stakeholders throughout the life of your program. You will have the opportunity to work with our planning, engineering, geospatial, and technology subject matter experts who will share over a century of combined ideas and solutions with you in support of your greater mission. This group, which has established itself as one of the most sought after Cityworks Asset Management consultant groups is excited about working side-by-side with you and your staff to develop a technological legacy of which you, your organization, and all of your stakeholders will be proud.

Enterprise Asset Management

Municipalities and other state and local organizations have been prominently and successfully implementing a number of Computerized Maintenance Management Systems (CMMS) over the past several years. As advances in information technology and GIS-based solutions continue to emerge and evolve to the point of mainstream acceptance, public works and public utility agencies of all sizes and types are implementing a GIS-based CMMS to facilitate record-keeping, fuel business analysis activities and support business decisions such as capital spending and infrastructure replacement plans.

Enterprise Asset Management (EAM) Solutions are becoming more and more suited for the municipal and utility industry as their GIS-interfaces make the identification and management of map-based features a simpler task. Applications that have never before had a 'window' to maps and their underlying data are being re-engineered to incorporate a means for managing map-based assets. Likewise, applications that previously managed solely map-based assets have grown into multi-asset-type asset management systems by incorporating a means for managing non-map-based assets.

Timmons Group is wholly committed to the implementation of the Cityworks[®] Server AMS and PLL asset management solution. We believe to be the best takes focus and the work we have done not only in configuration but also system integration and training sets us apart from our competition.

An organization-wide asset management program may consolidate or integrate many legacy business applications and datasets that have been previously implemented. While a asset management solution is enabled by an array of technology tools and a collection of data sets, a true enterprise-wide approach is characterized by a strong management plan, executed in an unwavering manner, pulling together all of the technological and organizational components such that the overriding business goals and objectives are met, thereby improving overall operating efficiencies and reducing life-cycle infrastructure O&M costs.

Our unique view of your project is one of the distinguishing traits that sets Timmons Group apart from other asset management consultants. We do not view these projects as simply a software implementation project. Rather, we view the necessary software solutions as an integral piece of your over-riding enterprise asset management strategies and the foundation upon which countless additional work tasks will rely upon for the feature-rich content needed to support your organization's varied daily operational, regulatory, and customer service challenges.

Timmons Group's Infrastructure Solutions Team offers all of the resources needed to see your project from concept all the way through to corporate-wide adoption and usage, including:

System Planning

- Requirements Analysis
- Legacy Data Analysis
- Financial Analysis
- Staffing & Management Planning
- Master Planning
- Application Definitions
- Change Management Programs
- Implementation Planning & Scheduling

System Design

- Data Modeling & Database Design
- Data Development Plan
- Application Design
- System Architecture Design & Configuration
- Workflow Modeling
- Strategic Mobility Planning

Implementation

- Program Management
- System Benchmarking
- Custom Application Development
- Legacy/Enterprise Application Integration
- Proof of Concept (Pilot Project)
- Data Development (Conversion & Migration)
- GIS/GPS Data Collection & Condition Assessment
- Enterprise System Deployment
- End-User Training
- On-Going System Maintenance

IMPLEMENTATION PLAN

1. Project Management

1.1 Develop Project Management Plan

Timmons Group will prepare a Project Management Plan (PMP) to ensure that the project objectives are clearly articulated, that tasks scheduled and dependencies are understood, issues are identified and resolved promptly, and that project status is continuously communicated to project team members and stakeholders. The project management plan is a living document and will evolve throughout the course of the project. Timmons Group' Project Manager will begin to prepare the baseline PMP immediately after receiving notice to proceed. The PMP will include:

- Project scope
- Project schedule
- Project budget
- Communication plan
- Risk management plan

1.2 Monitoring and Control

Our project manager will proactively monitor project scope, schedule, budget and risk and regularly update the elements of the project management plan. He will prepare monthly status reports and submit them each month with the monthly invoice. He will also lead weekly or bi-weekly project status calls as needed to ensure effective communication and collaboration between all project stakeholders.

1.3 Project Closeout

Following the successful implementation of Cityworks, our project manager will meet with the City to obtain final acceptance of the configured system. At this time we will review the history of the project and identify lessons learned.

2. Core Configuration

Core configuration involves installation and configuration of system components that will be shared by all user groups, and therefore must be completed prior to department or group specific implementations are undertaken. This includes installation of the Cityworks software, configuration of ArcGIS Server and associated map services, collection of existing City information and data that will be used by all system users (employee list, contractor list, materials list, equipment list, etc.)

2.1 Project Initiation Meeting

Project team members and participating City staff will participate in a Project Kick-Off Meeting to be held for the purpose of introducing the project participants, to establish the roles and responsibilities of all project participants (Timmons Group and City), validate the City goals and objectives, establish the lines of communication to be employed throughout the duration of the project, and to answer any questions the City staff may have. We will provide a Cityworks configuration workbook that describes

the data that we will need to enter into Cityworks. We will conduct brief demonstration of Cityworks in order to provide context for the information we will be collecting throughout the coming weeks.

2.2 IT System Requirements Review

Timmons Group will meet with IT staff to review hardware and network requirements for the Cityworks implementation to ensure that Cityworks software is properly licensed and that a suitable computing environment is in place prior to initial software configuration to avoid delays as the project moves forward into system configuration and implementation.

2.3 Core Configuration Data Gathering

The Cityworks configuration workbook contains a collection of spreadsheets related to information required for initial population of the Cityworks database. Timmons Group will use this data to complete the core Cityworks configuration. The City project manager will copy and distribute the document as needed within the organization and will later gather and consolidate all the results into a single workbook.

There are several lists of information that the City will be responsible for developing. Each of these is identified below and will be discussed in detail in the “System Design & Configuration Plan” and during the configuration workshops. A significant amount of preparation is needed for each deliverable.

- Domain Security – a security structure and method of organization. The rest of the manual builds on this section; it should be done first.
- Employee Hierarchy – A list of all employees with login and domain information.
- Work Orders – Lists of all the primary activities each department handles.
- Tasks – Lists of all the tasks associated with the work orders.
- Materials Hierarchy – A list and organizational method for your work order materials.
- Equipment Hierarchy – A list and organizational method for your work order materials.
- Service Requests – Details about all the service requests or calls that may come in.
- Project Hierarchy – Define any ongoing municipal and capital improvement projects.
- Contractors List – Details about contractors used for work activities.

3. Cityworks Implementation for Storm Water

3.1 Storm Water Configuration Workshop

Timmons Group will conduct a workshop to discover the business requirements, user requirements, workflows, reporting requirements and configuration needs of the City’s storm water management group. We will assess the critical elements discovered through the workshop and define the overall vision, verify standards and procedures, and discuss technical and administrative issues. Note: developing custom reports is beyond the scope of this project. If custom reporting requirements are identified during discovery, Timmons Group will prepare and submit a cost estimate.

The workshop will begin with a brief Cityworks training session (using the City’s data if available) to provide context and allow workshop participants an opportunity to review and understand the

capabilities of the software, potential impacts and changes in their daily work flows, and the purpose of adopting these tools. The workshop will cover:

- Business requirements – The core functions that will be supported by Cityworks. These may include inspections, engineering planning and design, inventory management, regulatory compliance, customer service, disaster preparedness and emergency response, executive decision processes, reporting needs, etc.
- Workflows – Current departmental (internal and external) business processes and work flows that will either contribute to, or be replaced by, the planned Cityworks implementation. Key workflows that should be analyzed include, but are not limited to, inventory / data capture and maintenance, data distribution, data consumption, system planning and analysis, customer inquiry, reporting, etc.
- Data – Existing data sets (spatial and tabular) maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- Best Practices – Established asset management best practices, as they relate to the City’s current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide the City to its ultimate EAM solution deployment and adoption goals and objectives.

Following the vision workshops, the Team will develop a report that documents the “as-is” situation and puts forth the recommended, or “to-be”, workflows of the new EAM system. The recommended changes will strive to improve efficiency. The resulting report will be the basis for configuring the Cityworks system. It is anticipated that development of the draft report will take ten (10) business days to complete. It is proposed that the relevant City staff take five (5) business days to review the draft report and provide comments back to Timmons Group so that the report can be revised accordingly. Five (5) business days is scheduled for the revision and finalization of the System Design and Configuration Plan.

3.2 Cityworks Database Configuration

Timmons Group will take the information gathered and configure the Cityworks database. This task will take place at Timmons Group’ office. The information that will be input will be based on the System Design and Configuration Plan developed from the onsite workshops. This task will include:

Work order or request types	Login, concepts, data model, viewing
Work tasks for each work order type	Print Templates
Employees and labor classifications	Creating and managing call center activities
Inventory (material) types	Advanced aspects of call center

Major equipment types	Creating and managing problem hierarchy
Existing datasets used or planned to be used in the work order or request process	General Configuration Issues
Samples of service request and work order printout forms	System Administration

3.3 Develop Testing and Acceptance Plan

The Team will work with the City to develop a Testing and Acceptance Plan. The Testing and Acceptance Plan objectives will remain consistent with the application functionality detailed in the System Design and Configuration Plan. The Testing and Acceptance Plan will address the elements required to support the City’s testing of the Cityworks software functionality and database configuration, security matrix, application performance issues/errors experienced during the testing, documentation of the resolutions to noted issues/errors, and certification and acceptance of the final deliverable database configuration and software functionality.

Upon completion of development of the Testing and Acceptance Plan, we will submit it to the City for review and approval. The City will be asked to review the plan for technical accuracy, completeness, and to ensure the plan does not extend the scope of application functionality or configuration beyond that which has been previously agreed to by the City and Timmons Group. Upon the completed review of the draft Testing and Acceptance Plan, the City shall submit review comments to the Team for incorporation into the Final Testing and Acceptance Plan document. Timmons Group will update the Draft Testing and Acceptance Plan, incorporating City comments and re-submit the plan as Final.

The test server and final production server environments will be measured against the results of the testing performed in accordance with this Testing and Acceptance Plan, and it is the baseline to which the scoped projects tasks will adhere.

3.4 Finalize Cityworks Configuration

Based on comments and results of the configuration review workshops the Team will spend approximately ten (10) days remotely updating the Cityworks configuration.

3.5 Onsite Training

The success or failure of the Cityworks implementations is often directly related to the organization’s ability/inability to effectively manage the organizational change associated with the EAM implementation. Our implementation and training approach is designed to develop a strong body of users throughout the implementation process. The widespread adoption that is often anticipated by the project stakeholders during the planning and development of enterprise systems can quickly wane shortly after implementation if the change process is not effectively managed and system use encouraged and supported by management.

Our Cityworks training program is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. Training sections often include the following:

- Routine User – staff who will have the ability to edit/complete a work order after the crew has completed their work. Often a crew chief or lead.
- Heavy User – staff who will create work orders, schedule work orders, create PM's, and generally will have the ability to use the whole system based on their security level. Often a supervisor or manager.
- Cityworks Administrator – staff who have full system access and be responsible for the daily operations and maintenance of the Cityworks environment.

Timmons Group will work with the City's Project Manager to devise a Training Plan specifically tailored for this group of users. This will ensure City staff is equipped to undertake the system utilization and maintenance tasks immediately upon receipt of the system. The Training Plan will include:

- Product training curriculum descriptions
- Training materials
- City responsibilities
- Schedule

It is assumed that the City will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of personal computers and working in a web browser.

3.6 Acceptance Testing

Prior putting the system into production, there will be a twenty (20) day acceptance testing period. During this period the City will test the Cityworks implementation and identify issues and opportunities for improvements and submit these to Timmons Group Project Manager. The Testing and Acceptance Plan will frame and guide the City through the testing process.

3.7 Delivery and Installation

Timmons Group will conduct the final product delivery and installation based on the System Design and Configuration Plan and Testing and Acceptance Plan approved by the City. The Team will coordinate and work with the department to install and complete the final configuration of the system components.

Timmons Group will provide documentation for the key aspects of this project and Cityworks system components. Proposed documentation is summarized below:

- Project Management Plan – A Project Management Plan that includes the scope of project services (and any changes), budget, schedule, risk management and communication approach.
- Cityworks Software - Azteca Systems provides standard documentation for the latest product release. Separate documentation is provided for system administration and end users.

- System Design and Configuration Plan – The Team will provide a copy of the plan resulting from the review, analysis and documentation of the organization and its current workflows, data sets, IT system and applications, system interface needs and reporting requirements.
- Training Materials – The Team will provide a copy of the training plan and all training documents used during casual user, routine user, heavy user, and Cityworks Administrator training.
- Testing and Acceptance Plan – The Team will prepare and deliver a copy of the test plan and test results report to be used for system certification and acceptance by the City.

3.8 Go Live

Following acceptance testing, the Cityworks database will be deployed on the production server and end-user access will be configured/re-directed to the newly initialized production environment. The City's Cityworks users will now be working in the "production environment".

3.9 Post Go Live Support

Once the system has been rolled out and is being used, Timmons Group will provide 16 hours of remote coaching and support to address any configuration, implementation, or software installation matters that may arise. For example, these might include the redesign of printout forms or changes in the content displayed in a user's or group's In Box. The City will have 90 days to utilize the remote support.

4. Cityworks Implementation for Parks

4.1 Parks Configuration Workshop

Timmons Group will conduct a workshop to discover the business requirements, user requirements, workflows, reporting requirements and configuration needs of the City's Parks Department. We will assess the critical elements discovered through the workshop and define the overall vision, verify standards and procedures, and discuss technical and administrative issues. Note: developing custom reports is beyond the scope of this project. If custom reporting requirements are identified during discovery, Timmons Group will prepare and submit a cost estimate.

The workshop will begin with a brief Cityworks training session (using the City's data if available) to provide context and allow workshop participants an opportunity to review and understand the capabilities of the software, potential impacts and changes in their daily work flows, and the purpose of adopting these tools. The workshop will cover:

- Business requirements – The core functions that will be supported by Cityworks. These may include inspections, engineering planning and design, inventory management, regulatory compliance, customer service, disaster preparedness and emergency response, executive decision processes, reporting needs, etc.
- Workflows – Current departmental (internal and external) business processes and work flows that will either contribute to, or be replaced by, the planned Cityworks implementation. Key workflows that should be analyzed include, but are not limited to, inventory / data capture and

maintenance, data distribution, data consumption, system planning and analysis, customer inquiry, reporting, etc.

- Data – Existing data sets (spatial and tabular) maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- Best Practices – Established asset management best practices, as they relate to the City’s current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide the City to its ultimate EAM solution deployment and adoption goals and objectives.

Following the vision workshops, the Team will develop a report that documents the “as-is” situation and puts forth the recommended, or “to-be”, workflows of the new EAM system. The recommended changes will strive to improve efficiency. The resulting report will be the basis for configuring the Cityworks system. It is anticipated that development of the draft report will take ten (10) business days to complete. It is proposed that the relevant City staff take five (5) business days to review the draft report and provide comments back to Timmons Group so that the report can be revised accordingly. Five (5) business days is scheduled for the revision and finalization of the System Design and Configuration Plan.

4.2 Cityworks Database Configuration

Timmons Group will take the information gathered and configure the Cityworks database. This task will take place at Timmons Group’ office. The information that will be input will be based on the System Design and Configuration Plan developed from the onsite workshops. This task will include:

Work order or request types	Login, concepts, data model, viewing
Work tasks for each work order type	Print Templates
Employees and labor classifications	Creating and managing call center activities
Inventory (material) types	Advanced aspects of call center
Major equipment types	Creating and managing problem hierarchy
Existing datasets used or planned to be used in the work order or request process	General Configuration Issues

Samples of service request and work order printout forms	System Administration
--	-----------------------

4.3 Develop Testing and Acceptance Plan

The Team will work with the City to develop a Testing and Acceptance Plan. The Testing and Acceptance Plan objectives will remain consistent with the application functionality detailed in the System Design and Configuration Plan. The Testing and Acceptance Plan will address the elements required to support the City’s testing of the Cityworks software functionality and database configuration, security matrix, application performance issues/errors experienced during the testing, documentation of the resolutions to noted issues/errors, and certification and acceptance of the final deliverable database configuration and software functionality.

Upon completion of development of the Testing and Acceptance Plan, we will submit it to the City for review and approval. The City will be asked to review the plan for technical accuracy, completeness, and to ensure the plan does not extend the scope of application functionality or configuration beyond that which has been previously agreed to by the City and Timmons Group. Upon the completed review of the draft Testing and Acceptance Plan, the City shall submit review comments to the Team for incorporation into the Final Testing and Acceptance Plan document. Timmons Group will update the Draft Testing and Acceptance Plan, incorporating City comments and re-submit the plan as Final.

The test server and final production server environments will be measured against the results of the testing performed in accordance with this Testing and Acceptance Plan, and it is the baseline to which the scoped projects tasks will adhere.

4.4 Finalize Cityworks Configuration

Based on comments and results of the configuration review workshops the Team will spend approximately ten (10) days remotely updating the Cityworks configuration.

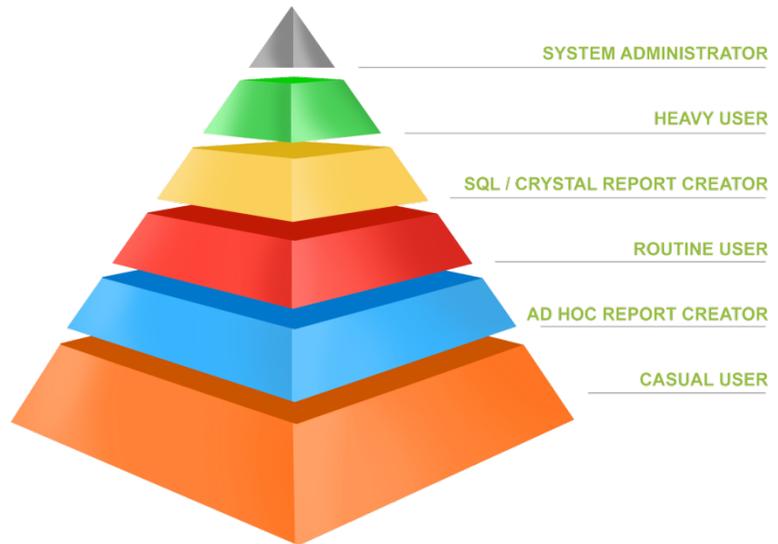
4.5 Onsite Training

The success or failure of the Cityworks implementations is often directly related to the organization’s ability/inability to effectively manage the organizational change associated with the EAM implementation. Our implementation and training approach is designed to develop a strong body of users throughout the implementation process. The widespread adoption that is often anticipated by the project stakeholders during the planning and development of enterprise systems can quickly wane shortly after implementation if the change process is not effectively managed and system use encouraged and supported by management.

During each onsite meeting (kickoff, workshops, configuration review, etc.) our team intentionally exposes City staff to Cityworks and basic workflows within the software. This does not replace but augments the training performed after final configuration.

Our team, in conjunction with the City Project Manager and key stakeholders, will devise a training plan specific to the City's environment and data. A pro-active training plan will ensure City staff is equipped to undertake the system utilization and maintenance tasks immediately upon receipt of the system.

This training plan will be used as a guide—but may be modified when necessary to support the goals and techniques of your staff resources.



Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. The City will need to identify who will be trained based upon the criteria and needs that will have been identified during the Configuration Workshops. Training will be developed for the following user types (along with the Casual User and Report training identified earlier in the proposal):

- Routine User – Staff who will have the ability to update a request/work order after the crew has completed their work
- Heavy User – Staff who will create work orders, schedule work orders, create PM's, maintain the parts, create reports and generally will have the ability to use the whole system based on their security level
- System Administrator – Staff who have full system access and be responsible for the daily operations and maintenance of the Cityworks environment

It is assumed that the City will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers and Windows.

4.6 Acceptance Testing

Prior putting the system into production, there will be a twenty (20) day acceptance testing period. During this period the City will test the Cityworks implementation and identify issues and opportunities for improvements and submit these to Timmons Group Project Manager. The Testing and Acceptance Plan will frame and guide the City through the testing process.

4.7 Delivery and Installation

Timmons Group will conduct the final product delivery and installation based on the System Design and Configuration Plan and Testing and Acceptance Plan approved by the City. The Team will coordinate and work with the department to install and complete the final configuration of the system components.

Timmons Group will provide documentation for the key aspects of this project and Cityworks system components. Proposed documentation is summarized below:

- Project Management Plan – A Project Management Plan that includes the scope of project services (and any changes), budget, schedule, risk management and communication approach.
- Cityworks Software - Azteca Systems provides standard documentation for the latest product release. Separate documentation is provided for system administration and end users.
- System Design and Configuration Plan – The Team will provide a copy of the plan resulting from the review, analysis and documentation of the organization and its current workflows, data sets, IT system and applications, system interface needs and reporting requirements.
- Training Materials – The Team will provide a copy of the training plan and all training documents used during casual user, routine user, heavy user, and Cityworks Administrator training.
- Testing and Acceptance Plan – The Team will prepare and deliver a copy of the test plan and test results report to be used for system certification and acceptance by the City.

4.8 Go Live

Following acceptance testing, the Cityworks database will be deployed on the production server and end-user access will be configured/re-directed to the newly initialized production environment. The City's Cityworks users will now be working in the "production environment".

4.9 Post Go Live Support

Once the system has been rolled out and is being used, Timmons Group will provide 16 hours of remote coaching and support to address any configuration, implementation, or software installation matters that may arise. For example, these might include the redesign of printout forms or changes in the content displayed in a user's or group's In Box. The City will have 90 days to utilize the remote support.

BUDGETED FEE AND SCHEDULE

Task	Subtask	Description	Darrin (\$195)	Mark (\$130)	Subtask Total Hrs.	Subtask Budget
1		Project Management				
1	1	Prepare PMP	16		16	\$ 3,120
1	2	Ongoing PM	44		44	\$ 8,580
1	3	Project Close out	8		8	\$ 1,560
2		Core Configuration				
2	1	Initiation Meeting	8	8	16	\$ 2,600
2	2	IT System Review	4	8	12	\$ 1,820
2	3	Data Gathering/Configuration	4	60	64	\$ 8,580
3		Storm Configuration				
3	1	Storm Workshop & Report	16	16	32	\$ 5,200
3	2	Storm Configuration		32	32	\$ 4,160
3	3	Testing and Acceptance Plan	8	16	24	\$ 3,640
3	4	Finalize Configuration		8	8	\$ 1,040
3	5	Storm Training	16	24	40	\$ 6,240
3	6	Acceptance Testing		4	4	\$ 520
3	7	Delivery & Installation		8	8	\$ 1,040
3	8	Storm Go-live	8	8	16	\$ 2,600
3	9	Post Go-Live Support		16	16	\$ 2,080
4		Parks Configuration				
4	1	Parks Workshop & Report	16	16	32	\$ 5,200
4	2	Parks Configuration		32	32	\$ 4,160
4	3	Testing and Acceptance Plan	8	16	24	\$ 3,640
4	4	Finalize Configuration		8	8	\$ 1,040
4	5	Parks Training	16	24	40	\$ 6,240
4	6	Acceptance Testing		4	4	\$ 520
4	7	Delivery & Installation		8	8	\$ 1,040
4	8	Storm Go-live	8	8	16	\$ 2,600
4	9	Post Go-Live Support		16	16	\$ 2,080
					Services	\$ 79,300
					Expenses	\$ 3,400
					Total	\$ 82,700

Schedule

The implementation schedule is highly dependent upon the availability and responsiveness of City staff who are asked to participate in meetings/workshops and gather/submit required information. The average integration takes approximately 3 to 4 months to complete. This includes discovery, design, development, training, acceptance testing, and Go Live. Timmons Group anticipates completing this project within 120 days of notice to proceed.

The illustration below provides a high-level overview of the proposed project schedule based on a project start date of October 7, 2014. A detailed project schedule will be prepared as part of the Project Management Plan following project initiation.

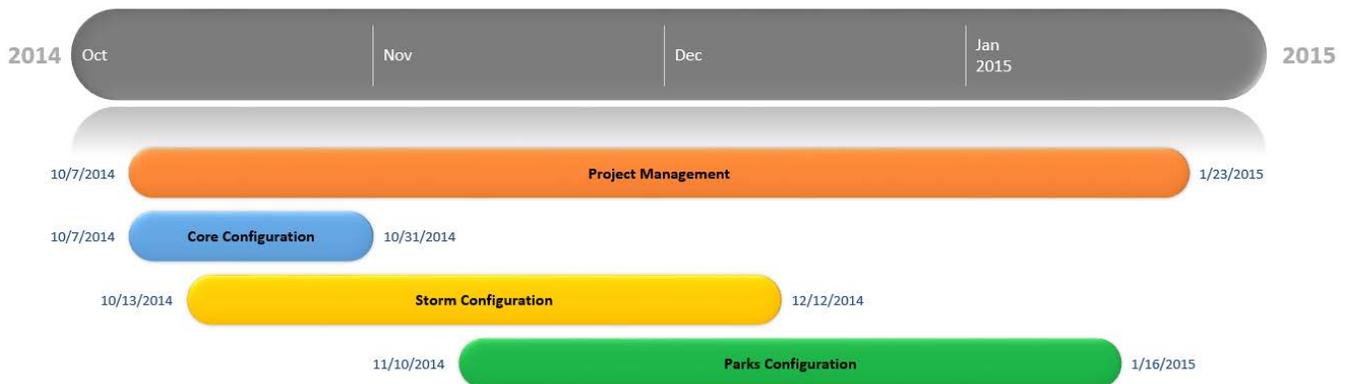


EXHIBIT B



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: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 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:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Pricing Quotation

Quote Number 00000864 Created Date 7/8/2014

Contact Info

Contact Name Laura Philpot Prepared By Matt Harman
 Company Name City of Sammamish, WA Phone (801) 300-0693
 Phone (425) 295-0507 E-mail mharman@cityworks.com
 Email lphilpot@ci.sammamish.wa.us

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
CW.ELAAMSESS.Tier4	ELA - SERVER AMS ESSENTIALS Tier 4		1.00	\$30,000.00	\$30,000.00
CW.Custom.0001	Custom Item	Discount for year 1	1.00	(\$10,000.00)	(\$10,000.00)

Subtotal \$20,000.00
 Discount 0.00%
 Total Price \$20,000.00
 Grand Total \$20,000.00

Support Period Notes and Amounts

Support Notes #1 Year 2 Support Amount \$20,000
 Support Notes #2 Year 3 Support Amount \$25,000
 Support Notes #3 Year 4 Support Amount \$30,000

Notes

Quote Notes

1. Server AMS Essentials ELA includes: Unlimited licenses for Server AMS, Local Government Templates, MyCityworks.com and Customer Support.
2. Years 1, 2 and 3 of the Server AMS Essentials ELA will be discounted by \$10,000, \$10,000 and \$5,000, respectively, if the City sole source purchases this license by August 31, 2014.
3. Beginning in year 4, the City will be charged the normal price of \$30,000 annually.
4. Cityworks ELA pricing is tiered based on US Census population of the jurisdiction. The ELA price above is for the 25,001-50,000 population tier. The Cityworks® ELA Pricing is fixed for three years, renewed annually. After the end of each 3-year period, Azteca Systems, Inc. will reevaluate the population of the City and adjust the Cityworks ELA pricing to current rates.

AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2014

All quotations are valid for ninety-days (90) unless otherwise stated on the quotation form above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software only. Pricing for implementation services (installation, configuration, training, etc.) is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.

The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is proprietary and may not be copied or release other than for the express purpose of the current system selection



and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, Inc.

Order Process

The order process is initiated when Azteca Systems receives either a Purchase Order with invoicing instructions or some form of advance payment. Additional documents will be required including, the Cityworks Software License Agreement, Tax Exemption Certification and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

To expedite your order, please reference this quotation number.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and subject only to the terms and conditions of the Cityworks Software License Agreement. A fully executed copy of the Software License Agreement is required before delivery and installation.

Delivery

FOB Sandy, UT 84070, USA.

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement and other documents, as required.

Delivery method is by way of download through Azteca's customer support web portal.

Payment Terms

Net thirty (30) days.

Taxes

Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for applicable sales and use taxes, as necessary. Azteca Systems reserves the right to collect sales and use tax assessed by states as required by law. Azteca Systems will add any applicable tax to the invoice unless proof with the order is shown that your organization is tax exempt or pays any applicable tax directly.



City Council Agenda Bill

Meeting Date: September 02, 2014

Date Submitted: September 11, 2014

Originating Department: Public Works

Clearances:

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

Subject: Contract for monitoring services with 48 North Solutions

Action Required: Authorize the City Manager to execute a contract agreement with 48 North Solutions. The contract amount will not to exceed \$120,000 for Ebright Creek and Wetland 61 monitoring.

Exhibits:

1. Contract Agreement
2. Scope of Services

Budget: \$370,000 was budgeted for Engineering Professional Services in 2013/2014. \$70,000 of that was earmarked for monitoring with year to date expenditures under \$30,000. The 2015/2016 Draft Budget contains \$250,000 in Engineering Professional Services of which \$137,000 is earmarked for monitoring.

Summary Statement:

The City is required to perform monitoring on Ebright Creek and associated wetlands through three obligating documents. The first is the Sammamish Commons Settlement Agreement and the other two are the plat conditions associated with the plats of Crossings at Pine Lake and Chestnut Estates. The contract with 48 North Solutions is meant to satisfy all of the requirements associated with the above conditions and agreements.

Background:

The City entered into an agreement associated with the building of Sammamish Commons to monitor Ebright Creek and Wetland 61.

The Section 2 of the agreement states:

“As soon as possible, but no later than October 1, 2005, the City agrees to begin hydrology monitoring of Wetland 61 and stream monitoring of flow rates for Ebright Creek. This monitoring is to be undertaken by a qualified hydrologist. The hydrology monitoring for the



City Council Agenda Bill

wetland should follow the same protocol established in the previous monitoring which was conducted jointly by the Wetlands Management Research Program of the Washington State Department of Ecology, King County Water and Land Resources Division, and the University of Washington. Such monitoring shall include calculation of the water level fluctuations in Wetland 61 and an assessment of the impacts of such fluctuations.”

The City has been using the engineering firm of RH2 to perform the required monitoring since 2011. In addition to these requirements, there are two plats adjacent to Ebright Creek that have monitoring requirements in their plat conditions. The plat conditions require the use of a fisheries biologist, so the Kokanee Work Group was consulted for any recommendations that they might offer. Through those recommendations, and a search of the City’s on-call consultant roster, 48 North Solutions was selected to perform the required monitoring services.

A total of six sites will be monitored under this contract. Four of those sites and yearly assessments of the habitat conditions along Ebright Creek are requirements associated with the plat conditions of Crossings at Pine Lake and Chestnut Estates. As stated in the plat conditions, all costs associated with the monitoring and habitat assessment will be paid by the HOA’s of the two plats through accounts set up within the City.

The contract with 48 North Solutions will include an assessment of the equipment that the City already owns in order to incorporate any suitable equipment into the monitoring protocol moving forward.

Financial Impact:

The \$370,000 was budgeted for Engineering Professional Services in 2013/2014. \$70,000 of that was earmarked for monitoring with year to date expenditures under \$30,000. The 2015/2016 Draft Budget contains \$250,000 in Engineering Professional Services of which \$137,000 is earmarked for monitoring.

The City will be recovering some of the monitoring costs from the property owners per the original plat conditions for the Crossings at Pine Lake and Chestnut Estates.

Recommended Motion:

Move to authorize the City Manager to execute a contract with 48 North Solutions in an amount not to exceed \$120,000. This amount will include a management reserve of \$10,000 that will only be used with prior written authorization from the City.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: 48 North 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 48 North 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 " __ "

A sum not to exceed \$120,000

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, 2016, 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 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.

Exhibit 1

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.

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

Exhibit 1

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.

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.

Exhibit 1

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 _48 North Solutions, Inc._
Contact Name _Cameron Fisher_
Street Address _909 NE Boat Street_
City, State Zip _Seattle, WA 98105_
Phone Number _(206) 714-5474_
Email _cfisher@48northsolutions.com_

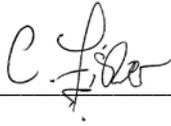
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and 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: _____ 

Print Name: _____

Print Name: Cameron Fisher

Title: City Manager

Title: President

Date: _____

Date: September 10, 2014

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

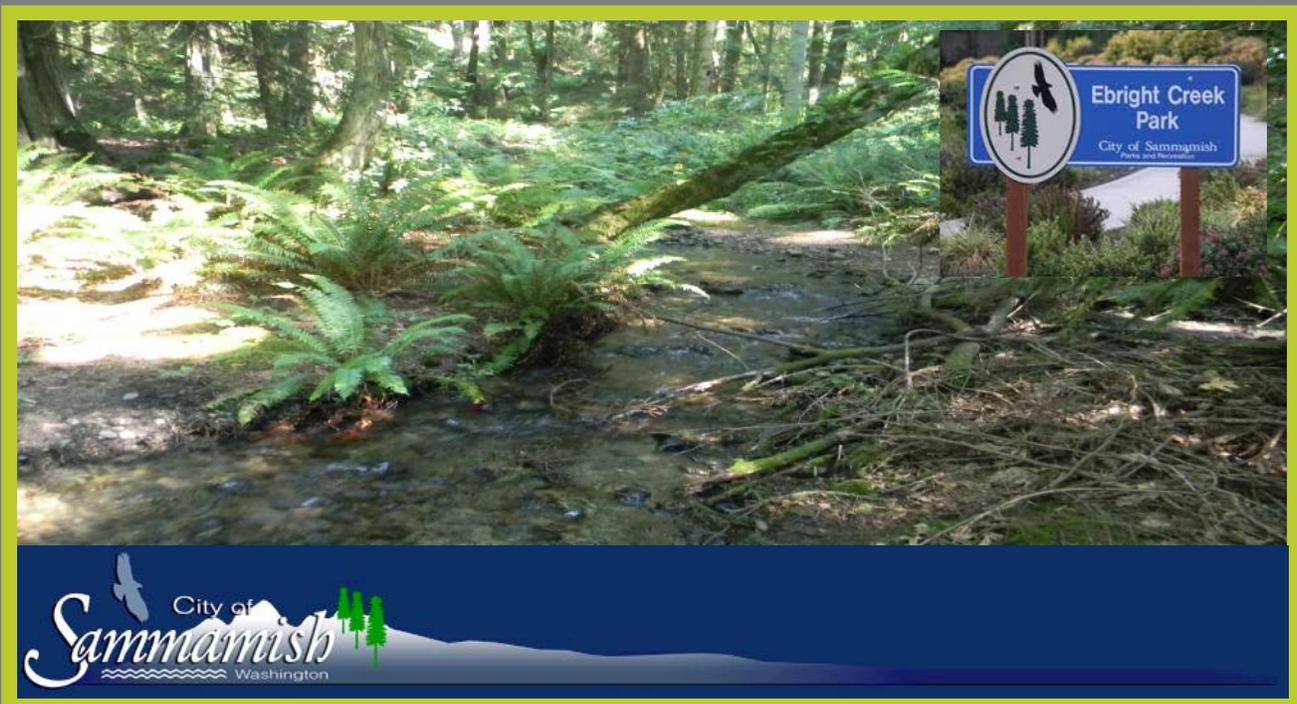


EXHIBIT A – SCOPE OF SERVICES

A PROPOSAL TO PROVIDE
**BIOLOGICAL AND WATER QUALITY MONITORING
SERVICES OF EBRIGHT CREEK**

PREPARED FOR:
THE CITY OF SAMMAMISH
801 228th Ave SE
Sammamish, Washington 98075

Prepared by
48north
solutions

September 11, 2014

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EXHIBIT A – SCOPE OF SERVICES

PROPOSAL TO PROVIDE BIOLOGICAL AND WATER QUALITY MONITORING SERVICES OF EBRIGHT CREEK

Prepared for:



By

48north
solutions

909 NE Boat Street
Seattle, Washington 98105

Supported By

Geosyntec 
consultants

1201 3rd Ave # 330
Seattle, WA 98101

September 11, 2014

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September 11, 2014

Eric LaFrance, Senior Stormwater Program Manager
City of Sammamish
801 228th Ave SE
Sammamish, WA 98075

Re: Biological and Water Quality Monitoring Services of Ebright Creek

Dear Mr. LaFrance:

48 North Solutions, Inc. (48 NORTH) appreciates the opportunity to present our proposal to provide biological and water quality monitoring of Ebright Creek. Our monitoring plan is developed to meet the "Mitigated Determination of Non-Significant" conditions set out by the hearing examiner for the Chestnut Lanes and the Crossings at Pine Lake housing developments and evaluate whether the fish habitat of Ebright Creek is being degraded by any increased erosion and sedimentation resulting from the construction of these developments.

Our proposal details an approach to monitor long-term biological and water quality changes to Ebright Creek that may have resulted from the construction of Chestnut Lanes and the Crossings at Pine Lake housing developments. To help develop a detailed picture of these changes, we also propose to assess the physical habitat of the stream. Any changes in physical habitat could have long term effects to the biological structure of the stream, altering existing the stream's available fish habitat.

Who is your team? 48 NORTH is a small, versatile environmental consulting firm based in Seattle, Washington. For this proposal, we have assembled a team of highly skilled fisheries and aquatic biologists to complete the stream habitat mapping, and macroinvertebrate assessment of Ebright Creek. We have also teamed up with Geosyntec Consultants to conduct the water quality monitoring. Geosyntec Consultants is an engineering and scientific consulting firm that has an exceptional reputation conducting water assessments and water systems planning.

We look forward to working with the City of Sammamish on this exciting project. If you have any questions or require additional information regarding this proposal, please contact me at (206) 714-5474 or cfisher@48northsolutions.com.

Sincerely,



Cameron Fisher
Principal, Biological Lead
48 North Solutions, Inc.

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1. INTRODUCTION

Ebright Creek is home to kokanee salmon (*Oncorhynchus nerka*), the non-anadromous (non-migrating) and smaller form of sockeye salmon. Kokanee is the same species, but unlike the sockeye, they do not migrate to the ocean. Instead, the Sammamish kokanee live in Lake Sammamish and return to only a few streams, such as Ebright Creek, to spawn in the late-fall and winter. Unfortunately, due to a number of limiting factors, kokanee numbers have been declining rapidly in the past two decades (HDR 2009).

With this decline in population numbers, local and county governments including the City of Sammamish (the City), regional groups, such as the Kokanee Work Group, and local residents have made long-term commitments to the restore this important and unique fish in Lake Sammamish. As such, the kokanee is starting to benefit and population numbers are again on the rise.

Ebright Creek is the primary stream for the Thompson Basin, draining east to west from the Sammamish Plateau into Lake Sammamish. The stream flows through a second-growth forest above the project site through a relatively steep ravine on the side of the plateau. The stream habitat along the lower reaches of Ebright Creek is in relatively good condition in that the stream has not been extensively ditched or channelized, native riparian vegetation and large woody debris are present, and overall habitat complexity is relatively high for a stream in an urban environment. However, adjacent land use activities upstream have altered stream habitat conditions and the riparian corridor. Ebright Creek now passes through a mixed use area consisting of a single-family residence, and areas with both native and non-native vegetation.

With the increase in urbanization surrounding Ebright Creek, including the development of Chestnut Lanes and the Crossings at Pine Lake, degradation of the stream quality could potentially be occurring. This degradation, through increased erosion or changes in water quality, could result in alterations to fish habitat conditions within the stream channel, including changes in temperature, dissolved oxygen, overhead cover, flow velocity, hydraulic diversity, macroinvertebrate abundance and diversity, substrate composition, water depth, and fish community structure.

With the potential for environmental degradation and sustainable development in the watershed, there is an increased awareness for the need to monitor and assess the long-term conditions of this treasured natural resource. Successful monitoring and assessment of biological conditions require effective tools that can be easily understood by both the constituents living in the surrounding communities and the City's managers.

Ecological indicators, including physical and biological components, are tools that can be used to characterize the condition of a stream's health. An index of biotic integrity (IBI) can be used to integrate multiple measurements of biological attributes (or "metrics") to assess the condition at a specific location. Metrics typically measure assemblage attributes related to a species richness; tolerance to specific stressors, such as changes in water quality; trophic guilds; reproductive strategies; habitat preferences; and abundance.

The intent of this biological and water quality monitoring plan is to meet the "Mitigated Determination of Non-Significant" conditions set for both Chestnut Lanes and the Crossings at Pine Lake, and evaluate whether the fish habitat of Ebright Creek is being degraded by increased erosion and sedimentation.

2. OUR TEAM

48 North Solutions, Inc. (48 NORTH) is a Seattle-based environmental consulting firm that provides expertise and support in natural resource planning, as well as environmental and regulatory compliance. Our biological staff blends practical experience with scientific understanding to develop solutions that work. We have successfully conducted fisheries surveys, wetland delineations and mitigation prescriptions, and protected species mitigation and compliance surveys.

Our team will be led by Cameron Fisher, a Principal at 48 NORTH and a fisheries biologist with over 16 years of experience conducting aquatic ecological studies in the Pacific Northwest. Bill Mavros, a Certified Fisheries Biologist with over 26 years of fisheries experience throughout Pacific Northwest, and specialist in salmonid fisheries and habitat mitigation, will support Cameron. Our biological team also have considerable field experience with benthos sampling, freshwater habitat analysis and restoration, redd surveys, instream habitat surveys, and electro-fishing.

Our teaming partner to conduct the water monitoring assessment is Geosyntec Consultants (Geosyntec). Geosyntec is an engineering consultant that works with private and public sector clients to address new ventures and complex problems involving our environment, natural resources, and civil infrastructure. Charlie Wisdom, PhD, a water quality specialist, will lead Geosyntec's effort. Charlie will be supported by scientists and engineers from Geosyntec's Seattle and Portland offices.

3. OUR APPROACH

The following scope has been developed based on the current anticipated scope of services; adjustments to this scope may be necessary as additional information becomes available through the course of this project. As monitoring is being proposed post-construction of both Chestnut Lanes and the Crossing at Pine Lakes, we will not be able to establish a pre-construction baseline condition to compare results to. However, during the first year of monitoring the biological and physical components of Ebright Creek, our team will establish base sample stations and sampling grids that will allow for continuous, reliable, and consistent monitoring over the long-term (i.e., 10 years).

Task 1: Stream Habitat Mapping

To monitor downstream conditions in Ebright Creek to evaluate whether fish habitat is or has been degraded by increased erosion and sedimentation from the Chestnut and Crossings development, we propose to map and inventory of the available stream habitat and document any changes over time.

Stream reach breaks will be determined by changes in gradient, channel confinement, and riparian land use. These breaks will be determined using Global Information System (GIS) technology and confirmed in the field. Gradient categories will be: <1%, 1-2%, 2-4%, 4-8%, and greater than 8-20% grade. Reach lengths will be 20 bankfull widths minimum length and 3,900-foot maximum. Start and ends of reaches will be geo-referenced using Global Positioning System (GPS). This approach may be modified upon our field reconnaissance of habitat presence in the stream reach prior to mapping the stream habitat.

Our mapping effort will focus on identifying pool frequency and stream complexity along Ebright Creek, the riparian condition and shade, sediment/substrate of the stream, and relative stream bed stability.

Pool Frequency and Stream Complexity

Our two-person crew will conduct the habitat mapping in an upstream direction during low flow conditions. The start and end locations of the survey reach will be identified using GPS. At the start of the survey, a hip chain string will be tied to known reference points; as the habitat mapping proceeds upstream, the locations of habitat features (e.g. large woody debris) will be recorded, as well as the length (GPS line segment) of each instream habitat unit.

Habitat units will be identified as pools, riffles or other (see definitions below). Categories are kept simple to avoid compounding error due to observer differences.

The lengths and widths of all habitat units will be recorded to the nearest 4 inches. In pool habitats, maximum depth, and pool tail-crest depths will be recorded, as well as four thalweg depths (i.e., the lowest depths of the pool). A Pool Quality Index will be determined for each pool using a rating system adopted from Platts et al. (1983). Pools receive a higher rating if they are deep, large in relation to the size of the channel and have additional features that provide cover for fish, such as woody debris. Available discharge data will be noted on each survey day.



Lower Reaches of Ebright Creek, Sammamish.

Habitat units are defined as:

- Pool:** Habitat units where scouring water has carved out a non-uniform depression in the channel bed or has been dammed. Slow water, with a width at least 1/2 of the wetted channel width and 8-inch minimum residual pool depth (maximum depth–pool tail-out depth). Surveyor should note if the pool is a dam pool instead of a scour pool. Backwater and side-channel pools should be included in the survey.
- Riffle:** Swiftly flowing, turbulent water with hydraulic jumps (white-water); some partially exposed substrate; substrate cobble and/or boulder dominated.
- Other:** Includes non-turbulent fast water habitat types such as *Glides*: wide, uniform channel volume, no thalweg, low to moderate water velocity, little surface agitation. Can appear pool like, but there is no significant scour depressions. Substrate is dominated by small materials. *Runs*: deep and fast with defined thalweg and little surface agitation. There may be flow obstructions in the form of boulders. Typical substrate is gravel, small cobble, cobble, small boulder, and boulders (definitions from Overton et al. 1997).

Riparian Characterization

Locations of fences and other property boundary markers will be identified noted and riparian vegetation type changes will be noted on the data sheets. Categories will be:

- Forested (> 20 feet in height), coniferous, mixed, or deciduous;
- Shrubs and/or vines (e.g. blackberries);
- Tall herbaceous (e.g. unmowed field, reed canary grass, etc.);
- Short herbaceous (e.g., mowed grass, pasture, etc.);
- Impervious (e.g. buildings, roads, asphalt, etc.);
- Residential landscaped (mowed lawn with ornamental shrubs/trees).

Presence and abundance (dominant or present) of invasive plant species, such as reed canary grass, blackberry, climbing nightshade, and Japanese knotweed, will also be noted.

Riparian vegetation and canopy cover will be assessed over the length of each stream segment. Weighted means of these reach scale data will be calculated by summing together reach lengths represented by a parameter category then dividing this total length by the total number of meters surveyed in the segment. Right and left bank data will be combined to determine the percentage of the segments falling into each relative bank stability category (described below).

Sediment/Stream Bed Substrate

Size composition of the substrate was visually estimated along each sampled reach using Washington Department of Ecology's Wadeable Stream Protocols (<http://www.ecy.wa.gov/programs/eap/stsmf/docs/01sntwadeablemana-vv3bhfl.pdf>). Categories will be expressed as percent bedrock, boulders (12 to 36 inches in diameter), cobble (3 to 12 inches in diameter), coarse gravel (1 to 3 inches in diameter), fine gravel (0.01 to 1 inch in diameter), and sand/fines.

Relative Bank Stability

Bank stability will be measured along three sampling reaches using the method described by Booth (1994). Categories are:

Stable: vegetated or low bars to level of low flow, or stabilizing features (rootwads, vegetation, etc.)

Unstable: imminent signs of erosion, or less than 50% vegetative cover.

Armored: artificial bank protection of any kind (rip rap, wire mesh, etc.)

Stable banks show no signs of the following: Breakdown (clumps of bank are broken away and banks are exposed; slumping (banks have slipped down); tension cracking or fracture; vertical and eroding (the bank is mostly uncovered; i.e., less than 50% covered by perennial vegetation, roots, rocks of cobble size or larger and the bank angle is steeper than 80%; taken from Overton 1997).

Photographic Documentation

Photographs will be taken at the upstream end, downstream end, and mid-point of each survey reach. In addition, significant features (e.g. large woody debris jams, culvert outlets, etc.) will also be photographed and identified using GPS.

Monitoring/Sunset Period: Year 1, 3, 5, and 10

In order to comply with the Washington Department of Ecology's (Ecology) stream monitoring protocols, we suggest a long-term monitoring program. While we cannot develop a pre-construction baseline, as both Chestnut Lanes and the Crossings at Pine Lakes are already develop, a 10-year monitoring period will enable us to detect what, if any, are the effects to the stream from changes to the water quality and habitat disturbance. Following Ecology's protocols will also allow the City to compare stream monitoring data among similar streams within the Lake Sammamish/Lake Washington drainage.

Task 2: Macroinvertebrate Assessment

Resource availability and basic productivity of streams have been recognized as major controlling factors in regulating fish populations (McFadden and Cooper 1962). In large part, food resources for juvenile salmonids in lotic systems consist of benthos and invertebrates in the drift. In conjunction with acting as a primary food resources for juvenile salmonids, benthic macroinvertebrates are also monitored because they are good indicators of the biological health of stream systems.

In the Puget Sound region, a Benthic IBI (Fore et al. 1996) has been used extensively as an indicator of stream health by federal, state, and local agencies. It is a quantitative method for determining and comparing the biological condition of streams. Benthic IBI scores have been used to indirectly monitor changes in water quality impairment, habitat degradation, and hydrologic alteration, and more specifically changes in channel morphology, streambed material, and water temperature. Macroinvertebrate data provides information on habitat qualities and information on the potential for survival and growth of juvenile anadromous salmonids, such as kokanee, that inhabit Lake Sammamish and its tributaries.

To sample macroinvertebrates in Ebright Creek, we propose collecting samples once a year, between July and September, at three flowing water locations. We propose collecting samples during this time as rainfall is less frequent and intense, antecedent soil moisture is lowest, and flows are expected to be relatively stable, following protocols developed for the Puget Sound lowlands (http://pugetsoundstreambenthos.org/Projects/EPA_Grant_2010/TechDocs/Final/Approved_QAPP_July2011.pdf).

Using a 1 sq. ft. Surber net with 500 µm mesh to collect macroinvertebrates, we will start at the lowest sample site and work our way upstream. The Surber net is a 12 by 12-inch frame that is horizontally placed into the face of the flow on cobble substrate to delineate a 1 sq. ft. area. The vertical section of the frame has a net attached and captures any dislodged organisms from the sampling area. A total of 8 square feet (sq. ft.) will be sampled at each location from riffle habitats.

Size composition of the wetted substrate will be visually estimated at each site in the area where macroinvertebrates were collected. The substrate immediately upstream of the Surber sampler will be kicked/dislodged so that macroinvertebrates will be dislodged and float into the net. This type of macroinvertebrate sampling is typically restricted to water depths of less than 12 inches. After completing the sampling, macroinvertebrates collected are rinse to the bottom of the net and then emptied into a sample jar (with 95 percent ethanol) for processing. Each jar will be labeled and its lid sealed with tape.

Macroinvertebrate samples from each of the three sampling locations will be analyzed in the laboratory. Taxonomic and classification results for each sample will be averaged and then assigned a value of 1, 3, or 5 for each of 10 metric values. These metric values include the following:

- Taxa Richness
- Ephemeroptera Richness
- Plecoptera Richness
- Trichoptera Richness
- Clinger Richness
- Long-Lived Richness
- Intolerant Richness
- Percent Dominant
- Predator Percent
- Tolerant Percent

These metric values will then be summed to provide a total Benthic IBI score, ranging from 10 (considered very poor biological condition) to 50 (considered excellent biological condition).

During the yearly macroinvertebrate sampling, our biologists will also record qualitative data in regard to stream complexity, sediment/substrate composition, and relative bed stability at each of the sampling locations.

Monitoring/Sunset Period: Once Each Year for 10 Years

Stream bioassessment protocols, including the Benthic IBI, are widely used to report stream health by numerous cities, counties, tribes and state agencies in the Puget Sound basin. Since macroinvertebrates are extremely sensitive to change in water quality and/or habitat change, collecting samples each year over a 10-year period will allow us to note both short term acute changes, as well as any long-term trends. If acceptable to the City, we will upload the Benthic IBI results to Puget Sound Stream Benthos online database (<http://www.pugetsoundstreambenthos.org/>). This database is operated by King County and includes 20 local agencies. Uploading information from Ebright Creek will contribute the monitoring of health of streams within Puget Sound.

Task 3: Water Monitoring Assessment (to be performed by Geosyntec)

The City of Sammamish is interested in the ecological parameters associated with the life cycle of kokanee salmon. As part of this overall monitoring effort, the city is required to ensure that temperature and turbidity limits are not exceeded and that water level fluctuations in the wetland features do not exceed minimum or maximum limits. The city is currently required to monitor water quality and flow at various locations in Ebright Creek and water elevations in two wetland complexes associated with the stream.



Figure 1: Approximate Water Monitoring Locations (Subject to Revision)

Six preliminary sample locations were identified by the City (Figure 1) for monitoring of the following parameters: temperature, turbidity, flow, and water elevation (Table 1).

Geosyntec’s water monitoring scope of work has been organized into four subtasks and one optional subtask.

These subtasks are:

- (1) Project management and coordination.
- (2) Assessment of the current conditions of the flow control and monitoring features in the existing system and developing recommendations for an OptiRTC online monitoring platform.
- (3) Specification and installation of third party monitoring hardware and an OptiRTC monitoring platform along with web-based dashboards to meet minimum monitoring requirements identified in Table 1.
- (4) Completion of annual maintenance for the physical and programming monitoring system and preparation of annual reports on system performance and water quality conditions in the Ebright Creek system.
- (5) [Optional] Provide a public API key to allow flexible incorporation of datastreams into a custom public facing website. This would allow the ability for the public to view and interact with the data on a real time basis.

TABLE 1
MINIMUM MONITORING REQUIREMENTS FOR EBRIGHT CREEK MONITORING LOCATIONS

MONITORING LOCATIONS	MINIMUM MONITORING CONSTITUENTS				POTENTIAL ADDITIONAL MONITORING/CONTROL MEASURES
	TEMPERATURE	TURBIDITY	FLOW/VOLUME	WATER LEVEL	
1 – Downstream in Ebright Creek	✓	–	✓	–	–
2 – Discharge from Chestnut Lane Pond	✓	✓	✓	–	–
3 – Wetland 61	–	–	–	✓	Temperature (comes standard with water level probe)
4 – Wetland 17	–	–	–	✓	Temperature (comes standard with water level probe)
5 – Discharge under Road from On-site Wetland	✓	✓	✓	–	–
6 – Crossings and Pine Lake Tract “A” Pond Discharge to Wetland 17	✓	✓	✓	–	–

Subtask 1: Geosyntec Project Management

This subtask will involve project management necessary for the successful completion of this project (October 1, 2014, thru December 31, 2016). This subtask assumes six 1-hour meetings via phone between Geosyntec staff (two personnel) and client(s) over the course of the project. These meetings may be arranged by Geosyntec or client(s) staff on an as-needed basis. In addition, two in-person half-day meetings are assumed between Geosyntec staff (one to two personnel) and client(s) throughout the course of the project. Project management will also involve regular communication with the City via e-mail and phone calls.

Subtask 2: Site Assessment

Geosyntec will conduct a site assessment to better define the scope of work presented in subsequent subtasks. Under Subtask 2, two Geosyntec technical staff, traveling from Portland, Oregon, will review the City’s available plans and information, and conduct a half-day visit of the site to evaluate the following:

- Site conditions for each of the preliminarily proposed monitoring locations. Specifically, assessment of available power and shading conditions if solar power is to be used, housing, equipment security, and other physical needs (such as physical requirements of specific monitoring probes and flow measurements).
- Existing control hardware and utilities at each pond. Specifically, the current condition of all existing system hardware including solenoid control valves associated with the Crossings at Pine Lake subdivision.
- Originally designed control goals and operational rules. Specifically, any documentation and information pertaining to the design and operation of existing hardware and control equipment on the Ebright Creek system.

Subtask 3: Specify and Procure Baseline Monitoring Hardware and OptiRTC Online Platform

The purpose of this subtask is to specify the third party monitoring hardware and implement the necessary OptiRTC platform to monitor the selected locations to meet the minimum monitoring requirements shown in Table 1. Based on the findings of Subtask 2, an OptiRTC monitoring platform will be specified for implementation based on the recommended system monitoring strategies.

Geosyntec will develop product descriptions and configurations for the baseline implementation, including refined cost estimates, as part of a parts list for review. Following approval of the specified monitoring and flow control strategy and equipment, selected equipment will be deployed in the field and instantiated on the OptiRTC Software as a Service (SaaS) platform. Use of the platform is subject to the Terms of Service, which can be furnished upon request. Features of the baseline monitoring stations are presented below:

Monitoring Stations

Monitoring stations for locations 1 thru 6 (shown on Figure 1) will use hardware provided by a third party vendor. It is assumed that these stations will be “off-grid” incorporating a solar panel and battery power solution, as well as cellular transmission of data. If line power is readily available at any station, it will be used in lieu of solar power. Each station will include one or two sensors, as specified below. Additionally, each probe will have local logging to save data in the absence of a cellular connection.

The following list identifies the specific products that will be purchased by the City of Sammamish, shipped to a Geosyntec office, and installed at each monitoring location:

- **Monitoring Station #1, #3, and #4:** Temperature and water level and/or flow; solar power
- **Monitoring Station #2, #5, and #6:** Turbidity (with sensor wiper), temperature, and water level and/or flow; solar power.

Online Infrastructure

Data will be transmitted back to the cloud-based server and displayed on a private dashboard. This initial setup will include:

- One private online dashboard for the City
- Twenty-five datastream visualizations:
 - (3) Turbidity signals;
 - (6) Temperature signals;
 - (6) Water level signals;
 - (4) Flow signals¹; and
 - (6) Battery voltage signals
- Five end user accounts for viewing the dashboard
- Twenty-five email-based alerts (one high or low level alert for each signal).
- One terabyte of data download annually

¹ For requested flow signals, it is assumed that a level-flow equation or lookup table (i.e., rating curve) will be provided as an input to this sub-task.

Field Installation and Commissioning of Baseline OptiRTC Equipment

Following procurement of monitoring equipment and deployment of online products, Geosyntec staff will install the equipment at up to the six locations identified in Figure 1. Generally, the scope of services for this task will include:

- Placing/mounting sensors, solar panels, control panels, and/or battery(ies).
- Running conduit and connecting wires.
- Providing vandalism and damage reduction measures, as deemed necessary, such as enclosures and camouflage.
- Connecting sensors and equipment; testing and calibrating equipment.
- Prepare Field Manual based upon installation.

For the purpose of this estimate, it is assumed that this effort will require up to three (3) days of field work for two personnel, and will be conducted with traditional hand tools and hand power tools. It is assumed this effort will not require specialized equipment or licensure such as motorized construction equipment, concrete equipment, or electrical licensure. Any equipment used to enclose sensors will be small enough to be carried by hand. Should it be determined that more intensive field activities or vandalism prevention measures will be needed, these activities will be included in a revised scope of work for Subtask 3.

Subtask 4: Annual Maintenance of Water Monitoring Equipment

For the purpose of maintenance budgeting, it is assumed that the system will be monitored and maintained for 2 years under this scope of work. Geosyntec personnel will physically inspect the monitoring equipment three times during the two year period to check for proper functioning. It is assumed that additional maintenance visits required by system failures such as clogging with excess vegetation or sensor malfunction will be conducted by City staff based on the Field Manual prepared under Subtask 3. Similarly, additional customizations or modifications to the dashboards beyond the initial development under Subtask 3 will be considered out of scope for this task, but may be included as part of Subtask 5. As maintenance events are completed, Geosyntec will work with the City to determine if the frequency of visits may be reduced in the future.

(Optional) Subtask 5: Provide Public API Key

One feature of the OptiRTC SaaS platform is the ability to transmit data to an external webpage through use of a Public API. If desired, Geosyntec will initialize the public API key allowing the City's designated web development team to access datastreams (a minimum of five) that are displayed on the City of Sammamish private OptiRTC dashboard (as provided in the previous sub-tasks). Following delivery of the public API key, Geosyntec will provide limited technical support to answer questions from the City's web development team. It is expected that prior to any technical support, the City's web development team will be familiar with OptiRTC API procedures presented at www.public.optirtc.com.

Monitoring/Sunset Period: Each Month over a 10-Year Period

Once monitoring stations are established, depending on the scope provided by the City, Geosyntec will provide continuous remote monitoring, providing a monthly basis summary over a 10-year period.

Task 4: 48 NORTH's Project Management and Deliverables

Project Management

48 NORTH assumes there will be project management necessary for the successful completion of this project (October 1, 2014, thru December 31, 2016). This task assumes one 2-hour kickoff meeting and six 1-hour meetings via phone between 48 NORTH's staff (one personnel) and the City's point of contact over the course of the project. These meetings may be arranged by 48 NORTH or the City's staff on an as-needed basis. Our project management will also involve regular communication with the City via e-mail and phone calls.

Deliverables

Geosyntec will provide a brief memorandum summarizing the site assessment and recommendations for implementation of an OptiRTC monitoring and control system (as outlined in Subtask 2). A more detailed budget for recommended activities will also be included as part of this deliverable.

48 NORTH will publish an annual **Biological Habitat and Water Quality Monitoring Report** for the City detailing the results from the stream habitat mapping, macroinvertebrate assessment, water quality monitoring, and fisheries assessment. Data collection of stream habitat conditions, macroinvertebrate indices, and fisheries will be completed by the end of August in each calendar year. Analysis of these data will be completed by September. Water monitoring data will be collected from October 1 through September 30 of each calendar year. Analysis of this monitoring data will take approximately one month, with the results incorporated into the yearly summary report. Each year, one report will be prepared documenting the results from each of the four tasks performed that year. 48 NORTH will submit yearly reports to the City by November 15 of each calendar year.

For the stream habitat mapping task, results collected as part of that task and the qualitative data collection during the macroinvertebrate surveying will focus on any changes to the complexity of the stream along the various reaches.

The yearly data collection of macroinvertebrates will enable us to assess and discuss if there is significant change in the populations along the different reaches. If, for example, there is an increase in sedimentation in pools or riffles along the sampled reaches, there may be changes in macroinvertebrate composition.

For the fisheries assessment, we will document number of individuals and size class of all species collected during the study period for that particular year. Population estimates will be obtained from the three pass electrofishing removals for each sampled reach, as well as a population estimate for the whole study reach.

Habitat features mapped and temporal changes to habitat complexity will then be spatially analyzed over time. This information will then be cross referenced to fish and macroinvertebrate metrics to identify any long-term biological and physical changes to Ebright Creek below Chestnut Lanes and the Crossings at Pine Lake.

A yearly operational summary report will also be prepared by Geosyntec and incorporated into the overall Biological Habitat and Water Quality Monitoring Report, to be prepared by 48 NORTH. Water quality data, flow data, and surface elevation/water level fluctuations will be summarized in graphical and tabular

format and compared with appropriate standards to determine compliance with local and state permit conditions.

Geosyntec will also provide the City a **separate technical memorandum** following ongoing inspection of the water monitoring equipment, detailing the observations of the maintenance visits, and any work performed, as well as a **field manual**. Any maintenance issues and equipment failures and any associated corrective actions will be noted and discussed, as necessary.

A larger and more complete summary report will be published in the fifth year after Year 5 to document any short-term trends noted from Years 1 to 5. The Final Summary Report will be published after Year 10 to identify any long-term trends from Years 1 to 10.

Task 5: Management Reserve

This task will be utilized should additional analytics to support data derived from the previous tasks be necessary. Any work to be performed under this task will be discussed with the City's Project Manager prior to initiating the work, and will not occur without prior written consent from the City. The total of all work completed for this project will not exceed \$120,000.

4. COST ESTIMATE

48 NORTH's time and materials estimate to perform this scope of work is detailed in Table 2. This estimate includes an estimate ongoing biological monitoring of the stream habitat, macroinvertebrate assessment, fisheries assessment, and reporting associated with 10 years of monitoring.

Geosyntec's estimated budget is presented below in Table 3, including a mix of time and materials and a lump sum bases. Lump sum costs for Subtask 3 have been itemized on a per unit basis in Table 4 to assist in adapting this scope of work if the desired quantities change. An estimate of Geosyntec's ongoing service, maintenance and reporting efforts associated with 10 years of water quality monitoring are provided in Table 5. 48 NORTH will add a Business & Operation tax to Geosyntec cost, once a cost has been agreed upon by the City.

Travel expenses are chargeable directly to a project for actual expenses incurred and includes automobile, van, and truck rental; mileage, and tolls. Mileage for personal owned vehicles is reimbursed to 48 NORTH/Geosyntec personnel and invoiced using the U.S. Department of Treasury Internal Revenue Service Standard Mileage Rate.

Invoices shall be submitted by 48 NORTH on a monthly basis and will include costs incurred by both 48 NORTH and Geosyntec. 48 NORTH's standard invoice provides a list of labor hours and rates by labor category plus a list of project Other Direct Costs and subcontracted services. Customized formats and copies of individual timesheets and receipts can be provided for an additional administrative charge. Payment terms are net 30 days. Late payments will be assessed a 1% per month carrying charge.

TABLE 2
48 NORTH'S COST ESTIMATE FOR BIOLOGICAL MONITORING OVER 10 YEARS

COST ESTIMATE PER YEAR	48 NORTH'S TASKS 1 - 3			
	Stream Habitat Mapping	Macroinvertebrate Sampling	Project Management/Deliverables	Yearly Total
Year 1 (2015)	\$13,185	\$10,108	\$8,108	\$31,401
Year 2 (2016)	–	\$ 9,677	\$6,393	\$16,070
Year 3(2017)	\$ 9,158	\$10,040	\$6,648	\$25,846
Year 4 (2018)	–	\$10,417	\$6,913	\$17,330
Year 5 (2019)	\$ 9,932	\$10,609	\$7,189	\$27,730
Year 6 (2020)	–	\$11,217	\$7,476	\$18,693
Year 7 (2021)	–	\$11,641	\$7,775	\$19,416
Year 8 (2022)	–	\$12,082	\$8,086	\$20,168
Year 9 (2023)	–	\$12,541	\$8,409	\$20,950
Year 10 (2024)	\$10,990	\$13,018	\$8,745	\$32,753

TABLE 3
GEOSYNTEC'S COST ESTIMATE FOR WATER QUALITY MONITORING SUBTASKS IN TASK 4 OVER 2 YEARS

GEOSYNTEC'S BASELINE SUBTASKS	LABOR COST	OTHER DIRECT COSTS	OPTiRTC PRODUCTS AND FEES*	TOTAL
Subtask 1. Project Management	\$ 6,442	\$ 200	–	\$ 6,642
Subtask 2. Site Assessment and Recommendations Memo	\$ 5,960	\$ 200	–	\$ 6,160
Subtask 3. Specify and Procure Baseline OptiRTC Equipment	\$15,010	\$26,484	\$24,000	\$65,494
Develop Specifications and Parts List	\$ 4,073	–	\$ 1,000	\$ 5,073
OptiRTC Service Fee (see Table 4)	–	–	\$20,000	\$20,000
Field Installation and Commissioning of Third-Party Equipment	\$10,937	\$ 1,000	\$ 3,000	\$14,937
Third-Party Equipment (Procured by City)	–	\$25,484	–	\$25,484
Subtask 4. Annual Maintenance and Annual Reports	\$10,430	–	–	\$10,430
Subtotal (without Optional Tasks)	\$37,842	\$26,884	\$24,000	\$88,726
OPTIONAL SUBTASK				
Subtask 5 (optional). * Provide Public API Key for Web Display of Real-time Datasets (2 years)	-	-	\$ 1,200	\$ 1,200

*Assumes the City chooses to publically display five datastreams; each additional datastream will be charged at a rate of \$10/datastream/month. All private datastreams will be available for display.

TABLE 4
BREAK DOWN OF GEOSYNTEC'S LUMP SUM OPTIRTC ITEMS

ITEM	OPTIRTC LUMP SUM ITEMS (EACH)	QUANTITY	TOTAL
SUBTASKS 1 THRU 4			
Monitoring Stations #1, #3, and #4			
• Monitoring Station Service Fee (2 years)	\$2,000	3	\$ 6,000
Monitoring Stations #2 and # 6			
• Monitoring Station Service Fee (2 years)	\$3,000	3	\$ 9,000
Field Manual for City Staff	\$5,000	1	\$ 5,000
Subtotal of Service Fee			\$20,000

TABLE 5
GEOSYNTEC'S ONGOING SERVICE FEES - YEAR 3 THRU YEAR 10

ITEM	FEE (EACH)	QUANTITY	TOTAL
Monitoring Station Service Fee (per station per year)	\$1,250 ea. (avg)	(6 station × 7.75 yrs) = 46.5	\$ 58,125
Public API Key (per key year)	\$600*	7.75	\$ 4,650
Annual Field Inspection and Memo	\$2,500	8	\$ 20,000
Annual Data Summary Report	\$3,000	8	\$ 24,000
Approximate Total (Year 3 thru Year 10)			\$106,775
*Assumes the City chooses to publically display five datastreams; each additional datastream will be charged at a rate of \$10/datastream/month with a 2-year minimum. All private datastreams will be available for display.			

48 NORTH and Geosyntec's labor is invoiced in accordance with the complete listing of professional labor categories and rates which are included in Tables 6 and 7. All rates are provided on a confidential basis and are client and project specific.

We understand the project award will be October 1, 2014 thru December 31, 2016. We have included our costs for planning purposes only for Years 3 through 10. 48 NORTH's cost estimates for tasks 1 through 3 and 4, to be performed from Year 3 to Year 10, are based on our 2016 rates, at a 4% increase per year. Unless otherwise agreed upon, Geosyntec's rates will be adjusted annually based on a minimum of the applicable Consumer Price Index (CPI).

TABLE 6
48 NORTH'S 2014-2016 RATE SCHEDULE

LABOR CATEGORY	2014 HOURLY RATES ¹	2015 HOURLY RATES ¹	2016 HOURLY RATES ¹
Principal Scientist	\$132	\$137	\$142
Senior Scientist	\$117	\$122	\$127
Associate Scientist	\$ 94	\$ 98	\$102
Junior Scientist	\$ 82	\$ 85	\$ 88
Senior IT Specialist	\$133	\$138	\$144
Associate IT Specialist	\$115	\$120	\$125
Report Production Coordinator	\$ 92	\$ 96	\$100
Technical Writer	\$ 66	\$ 69	\$ 72
Graphics Illustrator	\$ 78	\$ 81	\$ 84
Word Processor	\$ 52	\$ 54	\$ 56
Accounts Specialist	\$ 52	\$ 54	\$ 56
Clerical	\$ 42	\$ 44	\$ 46

¹ Labor rates are per calendar year.
 48 NORTH will invoice at rates per the applicable year for all task orders.

TABLE 7
GEOSYNTEC'S 2014 RATE SCHEDULE

LABOR CATEGORY	2014 HOURLY RATE
STAFF	
Principal	\$306.12
Associate	\$238.54
Project Professional	\$149.11
Senior Professional	\$183.67
Engineer	\$125.44
Senior Staff Engineer	\$114.72
Staff Engineer	\$ 95.61
Office Administrator	\$ 93.74
Clerical Assistant	\$ 93.74
Engineering Co-Op	\$ 60.29
GENERAL	
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$0.09
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request	

5. REFERENCES

- Booth, D. 1994. A Protocol for Rapid Channel Assessment. King County Water and Land Resources Division. Seattle, Washington.
- Fausch, K.D.J., J. Lyons, J.R. Karr, and P.L. Angermeier. 1990. Fish Communities as Indicators of Environmental Degradation. Pages 123–144 *In* S.M. Adams, editor. Biological Indicators of Stress in Fish. American Fisheries Society, Symposium 8. Bethesda, Maryland.
- Fore, L.S., J.R. Karr, and R.W. Wisseman. 1996. Assessing Invertebrate Responses to Human Activities: Evaluating Alternative Approaches. *Journal of North American Benthological Society* 15:212-231.
- HDR. 2009. Lake Sammamish Late Run Kokanee Synthesis Report. http://www.ci.bellevue.wa.us/pdf/Development%20Services/Lake_Sam_Kokanee_Report_1_21_09_Final.pdf.
- Jowett, I.G. and J. Richardson. 1990. Microhabitat Preferences of Benthic Invertebrates in a New Zealand River and the Development of In-stream Flow-habitat Models for *Deleatidium* spp. *New Zealand Journal of Marine and Freshwater Research* 24:19- 30.
- McFadden, J.T. and E.L. Cooper. 1962. An Ecological Comparison of Six Populations of Brown Trout (*Salmo trutta*). *Transactions of the American Fisheries Society* 91:53-62.
- Overton, C.K., S.P. Wollrab, B.C. Roberts and M.A. Radko. 1997. R1/R4 (Northern/Intermountain Regions) Fish and Fish Habitat Standard Inventory Procedures Handbook. U.S.D.A. Forest Service, Intermountain Research Station, General Technical Report INT-GTR-346. Ogden, Utah.
- Platts, W.S., W.F. Megahan and G.W. Minshall. 1983. Methods for Evaluating Stream, Riparian, and Biotic Conditions. U.S. Forest Service General Technical Report. No. INT-138. Ogden, Utah.

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: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 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.

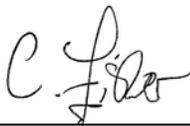
Please check the appropriate category:

- Corporation _____ Partnership _____ Government Consultant
_____ Individual/Proprietor _____ Other (explain)

TIN No.: 46-4071567
Social Security No.: _____

Print Name: Cameron Fisher
Title: President
Business Name: 48 North Solutions, Inc.
Business Address: 909 NE Boat St., Seattle, WA 98105
Business Phone: (206) 714-5474

9/10/14
Date



Authorized Signature (Required)

Exhibit 1



City Council Agenda Bill

Meeting Date: September 16, 2014

Date Submitted: September 10, 2014

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input 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 checked="" type="checkbox"/> Public Works

Subject: On-Call consultant contract for survey work.

Action Required: Authorize the City Manager to execute a consultant services contract with PACE Engineering, Inc. for survey work for city projects.

Exhibits: 1. Contract

Budget: \$90,000 in the adopted 2014 and proposed 2015 budget in various project line items.

Summary Statement:

The Public Works Department desires to enter into a consultant services contract with PACE Engineers, Inc. for survey work to be utilized by multiple departments for various city projects. The contract will be in effect through December 31, 2015, and will be in the amount not to exceed \$90,000.

Background:

The City does not have the ability to perform survey work in house. In the past we have accomplished this work through the use of contracts. Both the Parks Department and the Public Works Department have a number of items in our work plans for 2014 and 2015 budget that require survey support. Examples may include work on the 212th Avenue NE Non-Motorized project, SE 4th Street and Town Center, Sahalee Way Non-Motorized project, Community Center, Sammamish Landing, and other projects as needed.

Financial Impact:

The total contract amount is not to exceed \$90,000. This amount will be covered within the existing Council approved 2014 and proposed 2015 budget amounts for the various city projects requiring survey services. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the consultant on an as needed basis.

Recommended Motion:

Authorize the City Manager to execute a consultant services contract in the amount of \$90,000 with PACE Engineering, Inc. for survey services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: PACE Engineers, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and PACE Engineers, 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 \$90,000

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 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.

Exhibit 1

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.

B. 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 such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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.

Exhibit 1

8. **Record Keeping and Reporting.**

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

Exhibit 1

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.

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 PACE Engineers, Inc.
Contact Name David Fulton
Street Address 11255 Kirkland Way, Suite 300
City, State Zip Kirkland, WA 98033-6715
Phone Number (425) 827-2014
Email davidf@paceengrs.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: _____

Print Name: _____

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

ON-CALL SURVEYING
PACE ENGINEERS, INC.

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to PACE Engineers, Inc. as herein defined and necessary to accomplish individual tasks ("Task Orders") issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimated, and other deliverable item(s) requested by the CITY.

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

Field oriented services:

- Large and small-scale topographic, and hydrographic mapping.
- Private boundary and public right of way determination, right of way plan preparations.
- Terrestrial LiDAR imaging commonly known as 3D scanning.
- Geodetic control surveying, involving GPS receivers, optical Total Stations, and bar code leveling instruments.
- Construction layout or quality control surveying.

Office oriented services:

- The review of Short plats, long plats, binding site plans, planned unit developments, and boundary line adjustments to insure the minimum requirements of WAC 332-130 and RCW 58.17 are met.
- We may be asked to review or write legal descriptions for acquisitions or easements for various purposes.

There may be other related work requested by the CITY that may not be identified above.

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

Authorization of Work

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

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables

Exhibit 1

5. Cost/hour estimate
6. Due date of work

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

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

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

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: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 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:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

EXHIBIT D
2014/2015 CITY OF SAMMAMISH
HOURLY RATE SCHEDULE

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
1. Office Tech I, Expediter I	\$ 50.00
2. Office Tech II, Expediter II	\$ 60.00
3. Jr. Instrument Person, Office Tech III, Intern	\$ 70.00
4. Instrument Person, GPS Assistant, Jr. Planner, Jr. CAD Drafter, Sr. Office Tech, Inspector	\$ 80.00
5. Jr. Engineer, Designer I, Party Chief, CAD Drafter I, GIS Tech, Inspector I, Project Administrator	\$ 90.00
6. Engineer I, Designer II, Planner I, Survey Tech I, CAD Drafter II, GIS Analyst I, Inspector II	\$ 100.00
7. Engineer II, Sr. Designer, Planner II, Sr. Party Chief, Survey Technician II, CAD Drafter III, GIS Analyst II, Inspector III	\$ 110.00
8. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Sr. CAD Drafter, GIS Analyst III, Sr. Inspector	\$ 130.00
9. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, GIS IV, GIS/CAD Manager	\$ 137.00
10. Sr. Project Engineer, Structural Engineer, Sr. Project Designer, Sr. Project Planner, Survey Project Manager, Robotic/GPS & Operator	\$ 148.00
11. Project Manager, Principal Surveyor	\$ 160.00
12. Sr. Project Manager, Sr. Principal Surveyor, 3D Scanning & Operator	\$ 170.00
13. Principal Engineer, Principal Planner	\$ 182.00
14. Senior Principal	\$ 195.00

REIMBURSABLES

A. Sub-Consultants, Professional and Technical	Cost + 12%
B. Maps, reports, materials, permit fees, express delivery and messenger, pass-thru bills and similar items necessary for work in progress	Cost + 12%
C. Technology expenses associated with computers, software, electronic distance measuring devices, telephone, cell phone, photo copies, standard survey supplies and transportation and standard postage will be invoiced as a Technology Charge	2% of labor billing
D. Out-of-Town travel per diem and cost of commercial transportation	Cost + 10%
E. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile	\$ 0.60 per mile
* On job inspection mileage will be billed	\$ 0.60 per mile
F. Special Equipment/Software	
Special Software for Modeling/Analysis	\$ 10/hour
Large Format Blueprints and Reproduction – Bond	\$ 0.50/sq foot
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq foot
Color Copies – In-house (8½ x 11)	\$ 0.25/page
G. Expert Witness	Rate x 1.5

Notes: ¹ All payment is due within 30 days from date of invoice. A monthly service charge of 2% will be added on all accounts older than 30 days.

² The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2014. After December 31, 2014, invoices will reflect the schedule of charges in effect at that time.



City Council Agenda Bill

Meeting Date: September 16, 2014

Date Submitted: September 10, 2014

Originating Department: Public Works

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: Supplement contract with RH2 Engineering Inc. for Ebright Creek and Wetland 61 monitoring.

Action Required: Authorize the City Manager to execute a \$2,000.00 supplement to the contract agreement with RH2 Engineering, the new contract amount will not to exceed \$31,671.00 for Ebright Creek and Wetland 61 monitoring.

Exhibits: 1. Supplement Agreement

Budget: \$370,000 was budgeted for Engineering Professional Services. \$70,000 of that was earmarked for monitoring with year to date expenditures under \$30,000. That would leave more than \$40,000 to cover this contract and other monitoring for the rest of the year.

Summary Statement:

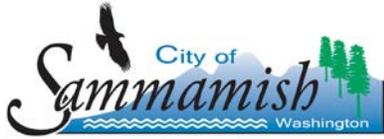
The original contract with RH2 was for stream and wetland monitoring and was intended to satisfy the City's requirement to monitor under the Sammamish Common's Settlement Agreement dated March 30th, 2005. The original monitoring contract period has been stretched to cover more than an additional year of monitoring. This supplement will allow for monitoring to continue until the end of September and provide some transitional services as the City contracts with another firm for monitoring. The monitoring includes stream flow and temperature data for Ebright Creek, and water surface elevation data for Wetland 61.

Background:

When the City was developing the Sammamish Commons site two groups came forward with concerns of downstream impacts to wetlands and Ebright Creek. The two groups, Friends of Pine Lake and the Lancaster Ridge Homeowners Association, entered into a settlement agreement with the City that included the requirement for the City to conduct monitoring on Wetland 61 and Ebright Creek. The pertinent section of the agreement is included here for reference:

Section 2 of the agreement states:

"As soon as possible, but no later than October 1, 2005, the City agrees to begin hydrology monitoring of Wetland 61 and stream monitoring of flow rates for Ebright Creek. This



City Council Agenda Bill

monitoring is to be undertaken by a qualified hydrologist. The hydrology monitoring for the wetland should follow the same protocol established in the previous monitoring which was conducted jointly by the Wetlands Management Research Program of the Washington State Department of Ecology, King County Water and Land Resources Division, and the University of Washington. Such monitoring shall include calculation of the water level fluctuations in Wetland 61 and an assessment of the impacts of such fluctuations.”

Financial Impact:

\$70,000 is included in the Surface Water Management Monitoring Program budget in the adopted 2013-2014 budget. The new total contract “not to exceed” amount is \$31,671, leaving more than \$38,000 in the budget for monitoring through the end of the year.

Recommended Motion:

Move to authorize the City Manager to execute a supplement for \$2,000 with RH2 Engineering Inc. for the monitoring of Ebright Creek and Wetland 61; the new contract amount will not to exceed \$31,671.

CITY OF SAMMAMISH, WASHINGTON

PROCLAMATION

- Whereas;* Domestic violence is a serious crime that affects one in four women and one in seven men during their lifetime; and
- Whereas;* Domestic violence is widespread and has a devastating impact on victims, children, families, and our community; and
- Whereas;* Domestic violence does not discriminate and crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by indifference; and
- Whereas;* Ending the cycle of this vicious crime requires the courage of survivors and the support of the larger community; and
- Whereas;* Education, prevention, and intervention efforts to end the cycle of domestic violence are imperative to not only protect victims but also to increase public awareness of the severity and extent of domestic violence.

Now, therefore, I, Tom Vance, Mayor of the City of Sammamish, Washington, and on behalf of its City Council do hereby proclaim the month of **October 2014** as:

DOMESTIC VIOLENCE AWARENESS MONTH

in Sammamish, and urge all citizens to speak out against domestic violence and support LifeWire's efforts to assist victims of these crimes in finding help and healing and to take an active role both in increasing the public's awareness of this issue and in striving to reduce domestic violence in our region.

Ending violence in the home is a national imperative that requires vigilance and dedication from every sector of our society. We must continue to stand alongside LifeWire, advocates, providers, law enforcement, and our criminal justice system as they hold offenders accountable and provide care and support to survivors. But our efforts must extend beyond the criminal justice system to include housing and economic advocacy for survivors. We must work with young people to stop violence before it starts. We must also reach out to friends and loved ones who have suffered from domestic violence, and we must tell them they are not alone. We encourage victims, their loved ones, and concerned citizens to learn more by calling the LifeWire Helpline at 425-746-1940, or by visiting www.lifewire.org.

This October, let us honor **DOMESTIC VIOLENCE AWARENESS MONTH** by promoting peace in our own families, homes, and communities. Let us renew our commitment to end domestic violence and its brutal and destructive effects - in every city, every town, and every corner of America.

Tom Vance
Mayor



City Council Agenda Bill

Meeting Date: September 16, 2014

Date Submitted: September 10, 2014

Originating Department: Community Development

Clearances:

<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" 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: Ordinance approving Recreational Marijuana Code Amendments

Action Required: 1st Reading and Public Hearing

Exhibits:

1. Ordinance with Attachment "A"
2. Planning Commission memorandum - recommendation

Budget: n/a

Summary Statement

Attached are draft code amendments to Titles 21A and 21B that would implement a prohibition on facilities for production, processing and sale of recreational marijuana.

There are very few potential locations in Sammamish that would meet state locational criteria, and recreational marijuana facilities in these locations may not be desirable or consistent with community and neighborhood character.

Organizational edits are also included to Titles 21A and 21B related to the existing prohibition on collective gardens implemented by Ordinance 2014-0371. These edits will increase the consistency and ease of use of the municipal code by locating the regulations for all types of marijuana facilities in the same code sections.

Background

At the June 17th City Council meeting, the Council requested that the Planning Commission consider amendments to the municipal code which would prohibit recreational marijuana facilities in the City of Sammamish. The Commission considered the amendments and held a public hearing on July 24, 2014. The Commission has recommended adoption of the amendments and the recommendation is included in the Council packet.

Recommended Motion:

1st reading and public hearing, no action.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2014-

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, PROHIBITING THE ESTABLISHMENT,
LOCATION, OPERATION, LICENSING, MAINTENANCE
OR CONTINUATION OF RECREATIONAL MARIJUANA
PROCESSING, PRODUCING AND RETAILING;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, in 2012, the voters of the state of Washington passed Initiative 502 (“I-502”), which authorizes the issuance of marijuana producer, processor and retailer licenses, subject to the proviso that retail sale and certain acts of producing and processing marijuana in accordance with I-502 and implementing regulations shall not be criminal or civil offenses under Washington state law, and subject to the further proviso that no such license shall be issued for any premises within one thousand feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older; and

WHEREAS, under I-502 the Washington State Liquor Control Board (“WLCB”) was tasked with adopting, no later than December 1, 2013, rules establishing the procedures and criteria for the licensing and operation of marijuana producers, processors and retailers; and

WHEREAS, on October 16, 2013, the WLCB issued final rules concerning implementation of I-502 and began issuing marijuana producer, processor and retail licenses to qualified applicants; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the WLCB’s rules and other information, which was subsequently extended by Ordinance No. 2014-370 for an additional six months; and

WHEREAS, on August 29, 2013, Deputy United States Attorney General James Cole issued a memorandum providing guidance regarding federal marijuana enforcement in light of the adoption of state ballot initiatives such as I-502 that legalize under state law the possession and use of small amounts of marijuana; and

WHEREAS, Deputy Attorney General Cole’s memorandum indicates that the federal government will not now seek to preempt state laws such as I-502, or invest substantial federal resources in investigating and prosecuting individuals for possession and use of small amounts of marijuana, but instead will treat this as a matter left to the discretion of state and local law

enforcement so long as the state implements a robust system of procedures and controls to ensure that federal interests concerning marijuana (*e.g.*, deterring distribution to minors, preventing revenue from marijuana sales from going to organized crime, and preventing marijuana sales from serving as a cover for other illicit activities) are not threatened; and

WHEREAS, Deputy Attorney General Cole’s memorandum also indicates that if state enforcement efforts are not sufficiently robust to protect against the harms to federal interests outlined above, the federal government may seek to challenge the entire state regulatory structure; and

WHEREAS, on January 16, 2014, the Washington State Attorney General’s Office issued AGO 2014 No. 2 concluding that I-502 does not preempt counties, cities and towns from banning recreational marijuana producers, processors, and retailers within their jurisdiction; and

WHEREAS, a recent Washington State Court of Appeals decision upheld a local government’s zoning and police power authority to exclude or otherwise regulate medical marijuana-related land uses, and such zoning or police power authority also applies to the regulation or exclusion of recreational marijuana-related land uses; and

WHEREAS, possession, use and sale of marijuana continues to remain illegal under federal law; and

WHEREAS, the City Council finds and determines that the prohibition of recreational marijuana producers, processors, and retailers will protect public safety, morals, health and welfare;

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

Section 1. Definitions. As used in this Ordinance, the following terms have the definitions set forth below:

“Marijuana” or “marihuana” means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Marijuana processor” means a person or entity licensed by the Washington State Liquor Control Board (“WLCB”) to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail

outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

“Marijuana producer” means a person or entity licensed by the WLCB to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Marijuana-infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana-infused products” does not include useable marijuana.

“Marijuana retailer” means a person or entity licensed by the WLCB to sell useable marijuana and marijuana-infused products in a retail outlet.

Section 2. Marijuana Production, Processing and Retailing Prohibited. The City of Sammamish hereby prohibits the establishment, location, operation, licensing, maintenance or continuation of any use of property by a marijuana producer, marijuana processor, or marijuana retailer, or for use by any person for the production, processing, and/or retailing of marijuana. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person or entity for marijuana production, processing or retailing, and any permits issued for any of these uses in error or based on a vague and/or misleading application description are null and void, and without legal force or effect.

Section 3. Adoption of Amendments to Sammamish Municipal Code 21A.15 and 21B.15 Technical Terms and Land Use Definitions, and 21A.20 and 21B.20 Retail Land Uses. The amendments to the Sammamish Municipal Code as set forth in Attachment “A” are hereby adopted.

Section 4. Ordinance to Be Transmitted to State Commerce Department. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 5. Findings of Fact. The above “Whereas” clauses of this Ordinance constitute specific findings of fact by the City Council in support of passage of this Ordinance.

Section 6. Moratorium Terminated. The six-month moratorium established pursuant to Ordinance No. 2014-370 shall terminate upon the effective date of this Ordinance.

Section 7. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 8. Effective Date. This Ordinance shall be effective five days after passage and publication in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON _____, 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael Kenyon, City Attorney

Filed with the City Clerk: September 11, 2014
Public Hearing: September 16, 2014
First Reading: September 16, 2014
Public Hearing:
Passed by the City Council:
Date of Publication:
Effective Date:

Exhibit 1
Attachment “A”

Amendments to Chapter 21A SMC (Development Code), new text underlined and italicized:

...

21A.15.205 Cogeneration.

“Cogeneration” means the sequential generation of energy and useful heat from the same primary source or fuel for industrial, commercial, or residential heating or cooling purposes. (Ord. O2003-132 § 10)

21A.15.207 Collective Garden

“Collective garden” means any area or location where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in ESSSB 5073 or otherwise.

21A.15.208 Collocation.

“Collocation” means the practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached wireless communication facility using different and separate antenna, feed lines and radio frequency generating equipment. (Ord. O2005-181 § 1)

21A.15.209 Combined antenna.

“Combined antenna” means an antenna or an antenna array designed and utilized to provide multiple services or services for more than one wireless provider for the same or similar type of services. (Ord. O2005-181 § 1)

...

21A.15.732 Maintenance.

“Maintenance” means those usual acts to prevent a decline, lapse or cessation from a lawfully established condition or use. Maintenance may include, but is not limited to, pruning, plant material replaced with alternate plant material, hardscape replaced with alternate hardscape, hardscape replaced with plant material. (Ord. O2013-350 § 1 (Att. A))

21A.15.733 Marijuana or marihuana.

“Marijuana” or “marihuana” means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks

Exhibit 1

(except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

21A.15.734 Marijuana Processor

“Marijuana processor” means a person or entity licensed by the Washington State Liquor Control Board (“WLCB”) to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

21A.15.735 Marijuana Producer

“Marijuana producer” means a person or entity licensed by the WLCB to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

21A.15.736 Marijuana-infused Products

“Marijuana-infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana-infused products” does not include useable marijuana.

21A.15.737 Marijuana Retailer

“Marijuana retailer” means a person or entity licensed by the WLCB to sell useable marijuana and marijuana-infused products in a retail outlet.

21A.15.735-21A.15.738 Marina.

“Marina” means an establishment providing docking, moorage space and related activities limited to the provisioning or minor repair of pleasure boats and yachts; and accessory facilities including, but not limited to:

- (1) Showers;
 - (2) Toilets; and
 - (3) Self-service laundries. (Ord. O2003-132 § 10)
-

Exhibit 1

~~21A.15.733~~ 21A.15.739 Master telecommunications plan.

“Master telecommunications plan” means a plan developed to establish public policy and applicable development standards related to the deployment of wireless telecommunications infrastructure. (Ord. O2005-181 § 1)

21A.15.740 Material error.

“Material error” means substantive information upon which a permit decision is based that is submitted in error or is omitted at the time of permit application. (Ord. O2003-132 § 10)

21A.15.742 Medium-speed electric vehicle.

“Medium-speed electric vehicle” means a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 CFR 571.500. (Ord. O2011-300 § 1 (Att. A))

...

Exhibit 1

21A.20.070 Retail land uses.

A. Table of Retail Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		URBAN RESIDENTIAL		Neighborhood Business	Community Business	Office
		R-1– R-8	R-12 – R-18	NB	CB	O
*	Building, hardware and garden materials			P1	P	
*	Department and variety stores			P	P	C
54	Food stores			P	P	C
*	Agricultural product sales	P2				
553	Auto supply stores				P4	
554	Gasoline service stations			P	P	
56	Apparel and accessory stores				P	
*	Furniture and home furnishings stores				P	
58	Eating and drinking places			P5	P	P
*	Drug stores			P	P	C
592	Liquor stores				P	
593	Used goods: antiques/secondhand shops				P	

Exhibit 1

*	Sporting goods and related stores				P	
*	Book, stationery, video and art supply stores			P	P	C
*	Jewelry stores				P	
*	Hobby, toy, game shops			P	P	
*	Photographic and electronic shops			P	P	
*	Fabric shops				P	
598	Fuel dealers				C7	P
*	Florist shops			P	P	P
*	Personal medical supply stores				P	
*	Pet shops			P	P	
*	Bulk retail				P	
*	Livestock sales	P8, P9				
	<u>Marijuana Retailer</u>					
	<u>Marijuana Producer</u>					
	<u>Marijuana Processor</u>					
	<u>Collective Garden</u>					

B. Development Conditions.

1. Only hardware and garden materials stores shall be permitted.
2. a. Except for hay sales, limited to products produced on-site; and
 - b. Covered sales areas shall not exceed a total area of 500 square feet.
3. Limited to SIC Industry No. 5331, Variety stores, and further limited to a maximum of 2,000 square feet of gross floor area.
4. Only the sale of new or reconditioned automobile supplies is permitted.
5. Excluding SIC Industry No. 5813, Drinking places.

Exhibit 1

6. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, school, licensed daycare centers, parks, community centers, public libraries, or churches which conduct religious or educational classes for minors.
7. No outside storage of fuel trucks and equipment.
8. Retail sale of livestock is permitted only as accessory to raising livestock.
9. Limited to the R-1 zone.

Amendments to Chapter 21B SMC (Town Center Development Code), new text underlined and italicized:

...

21B.15.080 Clustered development.

“Clustered development” means concentrating lots or buildings in areas to avoid development of sensitive or hazardous areas. (Ord. O2010-293 § 1 (Att. A § 21B.15.035))

21B.15.085 Collective Garden

“Collective garden” means any area or location where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in ESSSB 5073 or otherwise.

21B.15.090 Common open space.

See SMC 21B.30.090(1)(c) for the definition of “common open space.” (Ord. O2010-293 § 1 (Att. A § 21B.15.040))

...

21B.15.230 Low impact development.

Low impact development (LID) is a stormwater management strategy that emphasizes conservation and use of existing natural site features integrated with distributed, small-scale stormwater controls to more closely mimic natural hydrologic patterns in residential, commercial, and industrial settings. (Ord. O2010-293 § 1 (Att. A § 21B.15.100)).

21B.15.235 Marijuana or marihuana.

“Marijuana” or “marihuana” means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin

Exhibit 1

extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

21B.15.236 Marijuana Processor

“Marijuana processor” means a person or entity licensed by the Washington State Liquor Control Board (“WLCB”) to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

21B.15.237 Marijuana Producer

“Marijuana producer” means a person or entity licensed by the WLCB to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

21B.15.238 Marijuana-infused Products

Marijuana-infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana-infused products” does not include useable marijuana.

21B.15.239 Marijuana Retailer

“Marijuana retailer” means a person or entity licensed by the WLCB to sell useable marijuana and marijuana-infused products in a retail outlet.

21B.15.240 Mixed-use node.

“Mixed-use node” refers to one of the five TC-A zoned properties in the Town Center, including TC-A-1 through A-5. (Ord. O2010-293 § 1 (Att. A § 21B.15.105))

...

Exhibit 1

21B.20.080 Retail land uses.

(1) Table of Retail Land Uses.

KEY

P – Permitted Use

U – Permitted Use as Part of Adopted Unified Zone Development Plan

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1 ⁸	A2 ⁸	A3 ⁸	A4 ⁸	A5 ⁸				
*	Building, hardware and garden materials ¹⁰	U ^{1,5}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{1,3,4,6}	X	X	X
*	Department and variety stores ¹⁰	U ⁵	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{3,4,6}	X	X	X
54	Food stores ¹⁰	U ⁵	U ^{2,6}	U ^{2,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
*	Farmers market	P	P	P	P	P	P	X	P	X
56 5941	Apparel and accessory stores, sporting goods and related stores ¹⁰	U ⁵	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{3,4,6}	X	P ⁹	X
*	Furniture and home furnishings stores ¹⁰	U ²	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{3,4,6}	X	X	X
58	Eating and drinking places ¹⁰	U	U	U	U	U	U ^{3,4}	X	P	X
*	Brewpub ¹⁰	U	U	U	U	U	U ^{3,4}	X	P	X
5912	Drug stores ¹⁰	U ²	U ^{2,6}	U ^{2,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
5921	Liquor stores ¹⁰	U ²	X	X	U ^{2,6}	X	X	X	X	X
5932	Used goods: antiques/secondhand shops ¹⁰	U ³	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X

Exhibit 1

594	Book, stationery, video and art supply stores ¹⁰	U ^{2,7}	U ^{2,6,7}	U ^{2,6,7}	U ^{2,6,7}	U ^{2,6,7}	U ^{4,6,7}	X	P ⁷	X
594	Hobby, toy, game shops, photographic and electronic shops, jewelry stores ¹⁰	U ^{3,7}	U ^{3,6,7}	U ^{3,6,7}	U ^{3,6,7}	U ^{3,6,7}	U ^{3,4,6,7}	X	X	X
594 5992	Fabric and florist shops ¹⁰	U ²	U ^{3,6}	U ^{3,6}	U ^{2,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
*	Personal medical supply stores ¹⁰	U ³	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
*	Pet shops ¹⁰	U ³	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
	<u>Marijuana Retailer</u>	X	X	X	X	X	X	X	X	X
	<u>Marijuana Producer</u>	X	X	X	X	X	X	X	X	X
	<u>Marijuana Processor</u>	X	X	X	X	X	X	X	X	X
	<u>Collective Garden</u>	X	X	X	X	X	X	X	X	X

Development Conditions:

1. Outdoor storage and/or sales area restrictions:
 - a. Applicable areas are prohibited along the frontage of designated pedestrian-oriented streets, except where the areas are designed as pedestrian-oriented spaces.
 - b. Applicable areas shall be limited in size to areas no more than 20 percent of the enclosed gross floor area of the applicable establishment.
2. Limited to 10,000 square feet gross floor area for each establishment.
3. Limited to 4,000 square feet gross floor area for each establishment.
4. Properties in the TC-B zone may include the subject use, as determined by the City, if it is contiguous to a TC-A zoned property and included in an approved unified zone development plan.
5. Limited to 40,000 square feet gross floor area for each establishment.
6. Use permitted only when provided within a building featuring a vertical mix of uses where the subject use is the ground floor and office and/or residential uses are provided on the upper floor or floors. The director may allow

Exhibit 1

flexibility to this requirement provided the overall plan meets the goals and policies of the Town Center Plan in terms of mixed-uses and pedestrian-oriented character.

7. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, schools, licensed daycare centers, parks, community centers, public libraries or churches which conduct religious or educational classes for minors.

8. For all nonresidential uses subject to a size limitation in the TC-A or TC-B zones, the City may allow flexibility to the maximum size of individual businesses provided the director determines that the business is well-integrated with surrounding development and meets the goals and policies of the Town Center Plan. Factors in making this determination include the site design, building design, parking location and design, context, surrounding mix of uses, streetscape design, pedestrian amenities, compatibility with other businesses within the sub-zone and the entire Town Center, traffic impacts, and environmental quality.

9. Use permitted only when accessory to a permitted use. Such use shall be limited to 2,000 square feet gross floor area for each establishment.

10. The commercial square footage allocation established pursuant to SMC [21B.25.030](#), development condition No. 6 shall apply to these uses.



Memorandum

Date: September 10, 2014
To: City Council
From: Ryan Kohlmann, Planning Commission Chair 
Re: Recreational Marijuana amendments to the Sammamish Municipal Code

On behalf of the Planning Commission, I am pleased to forward our recommendations for regulations related to recreational marijuana facilities. The commission recommends by a vote of 6:0 prohibiting these facilities in the City of Sammamish.

On June 17, 2014 the City Council passed Ordinance 2014-0371 prohibiting collective gardens (medical marijuana facilities). At the same meeting a moratorium on recreational marijuana facilities in Ordinance 2014-0370 was continued for six months. The Council also requested that the Planning Commission consider amendments to the Municipal Code that would prohibit recreational marijuana facilities in the City of Sammamish.

The Planning Commission held a public hearing on July 24, 2014 on the proposed amendments, and no written or oral comments were received.

The Commission notes that there are very few potential locations in Sammamish that would meet state locational criteria, and recreational marijuana facilities in these locations may not be desirable or consistent with community and neighborhood character.

Summary of Amendments

The attached draft code amendments to Titles 21A and 21B SMC would prohibit facilities for production, processing and retailing of recreational marijuana.

Organizational edits are also included in Titles 21A and 21B related to the existing prohibition on medical marijuana facilities implemented by Ordinance 2014-0371. These edits will increase the consistency and ease of use of the municipal code by locating the regulations for all types of marijuana facilities in the same code sections.

The proposed code amendments enter the following uses into the definitions in SMC 21A.15: Collective Gardens; Marijuana Processor; Marijuana Producer; and Marijuana Retailer. These uses are also entered into the permitted uses table in SMC 21A.20.070. In this table if the area under the zoning definition is blank, the use is not allowed in the zone.

Exhibit 2

The same uses and definitions have also been added to the Town Center Definitions in 21B.15 and the permitted uses table in 21B.20.080. In this table, an "X" placed in the box under the zoning designation indicates a prohibited use.

Note that there is an inconsistency in how the tables are structured and prohibited uses designated. This is a code construction issue that includes additional sections and tables. However, the "key" is set forth in 21A.20.020 and 21B.20.030 respectively to enable the user to accurately interpret the table.

If you have questions prior to the September 16th meeting, please let staff know.

Attachments: Proposed ordinance and attachment "A"