



**CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street**

**May 18, 2015
Monday**

**Regular Meeting
7:00 p.m.**

- 1. Call to Order and Flag Salute**
- 2. Roll Call of Councilmembers**
- 3. Additions/Deletions**
- 4. Citizen Participation**

Citizens may comment on any topic that is not on the Regular Agenda. To comment, please raise your hand to request recognition by the Chair. Once so recognized, please step to the podium and state your name and address for the record before making your comments. Also, please limit your comments to no more than three (3) minutes.

The public may comment on individual agenda items on the Regular Agenda prior to Council's action.

The public may also submit written communications, via letters or emails to dperry@cityofmilton.net. Any item received by noon on the day of the meeting will be distributed to Council.

- 5. Appointments to Boards & Commissions**
- 6. Consent Agenda**

A. Minutes – Approval of the minutes of:

- i. 5/4/15 Regular Meeting

B. Claims Approval:

- i. Approval of the checks/vouchers numbers 56750-56856 in the amount of \$256,295.24

Council may add and take action on other items not listed on this agenda.

If you need ADA accommodations, please contact City Hall at (253) 517-2705 prior to the meeting.

Thank you.

- ii. Approval of the payroll disbursement of 5/5/15 and related check numbers 56743-56749 in the amount of \$235,060.93.

7. Regular Agenda

- A. Contract Approval – Wapato Jail
- B. Professional Services Agreement Approval – Cascade Right-of-Way Services
- C. Professional Services Agreement Approval – City of Black Diamond for Information Technologies Services
- D. Approval for Positions – Systems Administrators

8. Council Reports

9. Mayor's Report

10. Adjournment

Council may add and take action on other items not listed on this agenda.

If you need ADA accommodations, please contact City Hall at (253) 517-2705 prior to the meeting.

Thank you.



Agenda Item #: 5A

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To: City Council Members
From: Mayor Debra Perry
Date: May 18, 2015
Re: Appointments to Park Board

ATTACHMENT: Applications:

Events Committee – Brandy Wade (reappointment)
Planning Commission – Jeremy Jansa
Planning Commission – Michael Olson
Parks Board – Lou Murkowski

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to approve the Mayor’s reappointment of Brandy Wade to the Parks Board for a term to expire December 31, 2019; and the appointments of the following new board members –

- Jeremy Jansa to the Planning Commission to fill the position vacated by Susan Johnson for a term to expire 5/31/2017;
 - Michael Olson to the Planning Commission to fill the position vacated by Mary Anderson for a term to expire 5/31/2018;
 - Louis Murkowski to the Park Board to fill the position vacated by Mary Anderson for a term to expire 12/31/2016.”
-

Issue: Confirmation of the Mayor’s appointments to boards and commissions.



1000 Laurel Street * Milton, WA 98354
Phone: (253) 922-8733 * Fax (253) 922-2385

APPLICATION FOR PUBLIC SERVICE

(Please Print)

Position Applied For: Events Committee Member Date: 3.5.15

Name: Brandy Wade

Address: 3716 116th Ave Ct E Edgewood, WA 98372

Home Phone: _____ Work Phone: _____ E-mail brandyw@digitalcontrol.com

City Resident? Yes No How Long? 10 years Registered Voter? Yes No

Name of Employer: Stargate Inc

Employer Address: 19025 Wand Ave S. Suite B103 Kent, WA 98032

Educational Background: Bachelor's Degree

Professional Experience: 18 years purchasing agent

Organization Affiliations: APICS member, City of Milton Events Committee, FCC volunteer

Why Are You Seeking Appointment? continue working on committee

Is There Any Reason You Would Be Unable to Attend Meetings? Yes No

If yes, please explain: _____

General Remarks/Comments: _____

Signature: B Wade

OFFICIAL USE ONLY	
Confirmed by Council: _____	Term to End: _____
(Date)	(Date)
Remarks: _____	



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APPLICATION FOR PUBLIC SERVICE

(Please Print)

Position Applied For: Plan. Comm (see att. email)
Milton City Council #4 Date: 4/14/15

Name: Jeremy Jansa

Address: 509 70th Ave E Milton, wa

Home Phone: 360-201-4579 Work Phone: 360-201-4579 E-mail: Pamkabeg411@outlook.com

City Resident? Yes No How Long? 87 years Registered Voter? Yes No

Name of Employer: Self / student

Employer Address: _____

Educational Background: Whatcom community college AAs-transfer CPTC.

Professional Experience: 8 years customer service, U.S Navy.

Organization Affiliations: Milton I-502 Special committee member

Why Are You Seeking Appointment? I would like to become more actively involved in my local legislation.

Is There Any Reason You Would Be Unable to Attend Meetings? Yes No

If yes, please explain: _____

General Remarks/Comments: Student and long term resident interested in local politics. I would like to be more active in the workings of my community.

Signature: [Handwritten Signature]

OFFICIAL USE ONLY	
Confirmed by Council: _____	Term to End: _____
(Date)	(Date)
Remarks: _____	



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APPLICATION FOR PUBLIC SERVICE

(Please Print)

Position Applied For: Planning Committee Date: 5/11/2015
~~City Council Position #4~~ ~~04/24/2015~~

Name: Mike Lee Olson

Address: 2212 6th Ave, #2C, Milton, WA 98354

Home Phone: (253) 583-4701 Work Phone: (253) 922-7537 E-mail mikeolso@gmail.com

City Resident? Yes No How Long? 19 months Registered Voter? Yes No

Name of Employer: Pinnacle Property Management Services, LLC

Employer Address: 2801 Alaskan Way, Ste. 200, Seattle, WA 98121

Educational Background: Bachelor of Arts in Business Administration

Professional Experience: 6 years real estate, 10 years administration

Organization Affiliations: Washington Multi-Family Housing Association

Why Are You Seeking Appointment? I am seeking appointment because I love my City and want to serve it.

Is There Any Reason You Would Be Unable to Attend Meetings? Yes No

If yes, please explain: _____

General Remarks/Comments: I am a Landlord for Autumn Village Apartments in Milton, WA, and I would love to serve the City.

Signature: Mike Lee Olson

OFFICIAL USE ONLY	
Confirmed by Council: _____ (Date)	Term to End: _____ (Date)
Remarks: _____ _____	

MICHAEL L. OLSON, CAM®

2212 6th Ave., #2C • Milton, WA 98354 • (253) 583-4701 • mikeolso@gmail.com

MR. OLSON IS AN EXCEPTIONAL PROPERTY MANAGEMENT PROFESSIONAL with more than six years of direct experience within the multi-family housing industry and ten years of total office experience. As a business graduate, he applies his versatile business knowledge into every work assignment. Mr. Olson also hones a breadth of social and technical skills acquired through professional, academic, and volunteer experiences. He is a natural problem solver with great interpersonal skills. Mr. Olson works well with team members and clientele of all backgrounds.

SUMMARY OF QUALIFICATIONS

- 6+ Years Experience in Property Management
- Active Real Estate Broker's License
- NAA Certified Apartment Manager (CAM®)
- 2 Microsoft Office Certificates: Excel & Word
- Tri-lingual: English, Spanish, Portuguese
- WMFHA Emerald Awards Nominee 2012
- Computer Savvy (MS Office, Yardi, On-site)
- Accounting Experience & Business Degree
- Emotional Intelligence & Strong Work Ethic
- Friendly, Team-Player with a Positive Attitude

PROPERTY MANAGEMENT EXPERIENCE

Pinnacle Property Management Services LLC, Kent & Milton, WA, 2009 - Present

Property Manager (97 Units)

Assistant Property Manager (435 Units)

Leasing Consultant (435 Units)

ACCOMPLISHMENTS:

- As Property Manager, I increased Total Revenue Collected from 11/2013 to 11/2014 by \$48,768.86
- Upon Promotion to Property Manger, I increased: other income collected by 35% within 1 month, occupancy by 7% in 1 month, and insurance compliance by 20% in 2 months
- Successful completion of: 2 Capital Tours, 1 Bank Refinance, Multiple Capital Projects including 9-month new window installation project with PSE for 435 units, and on-site company audit (2009)
- Regional 2012 Assistant Community Manager of the Year Emerald Awards Nominee for 300+ Units

OTHER PROFESSIONAL EXPERIENCE

Accounting Assistant, Treehouse (NPO), Seattle, WA, 2008-2009

Front Desk Customer Service, 24 Hour Fitness, Auburn, WA, 2006-2008

EDUCATION

Bachelor of Arts in Business Administration, Washington State University, 2011



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APPLICATION FOR PUBLIC SERVICE

(Please Print)

Position Applied For: PARK BOARD Date: 3/23/15

Name: LOUIS S. MURKOWSKI (LOW)

Address: 801 MILTON WAY

Home Phone: 253 517 3134 ^{cell} Work Phone: 253 380 8841 E-mail _____

City Resident? Yes No How Long? 1 yr Registered Voter? Yes No

Name of Employer: Retired From St. of WA Dept of CORRECTIONS

Employer Address: N/A

Educational Background: College Accredited, COMMUNICATIONS & ELECTRONIC BACKGROUND

Professional Experience: TELECOMMUNICATIONS / CONSULTATION ON MAJOR STATE PROJECTS
CHAIRMAN COMMITTEE TO DEVELOP PIERCE CITY TRANSPORTATION PLAN

Organization Affiliations: ADVOCATES FOR RETIREMENT ACTION (ARA), ELKS

Why Are You Seeking Appointment? SINCE I WAS VERY ACTIVE IN THE GREATER TACOMA AREA I FEEL MY SKILLS WOULD BE AN ASSET TO MILTON. THIS IS AN OPPORTUNITY FOR ME TO BE INVOLVED IN THE COMMUNITY

Is There Any Reason You Would Be Unable to Attend Meetings? Yes No

If yes, please explain: I AM ACTIVE AT SPRING FAIR, MEETUP DAYS, & THE WA STATE FAIR AS A VENDOR BUT CAN ADJUST MY SCHEDULE.

General Remarks/Comments: I WELCOME THIS OPPORTUNITY TO SERVE ON THIS BOARD OR IN A POSITION TO BE ACTIVELY INVOLVED.

Signature: [Handwritten Signature]

OFFICIAL USE ONLY

Confirmed by Council: _____ Term to End: _____
(Date) (Date)

Remarks: _____

FOR PLANNING PURPOSES ONLY

PENDING COUNCIL AGENDA CALENDAR (Dates are Subject to Change)				TENTATIVE/UNSCHEDULED ITEMS	
June 2015					
Mon 6/1	7:00 pm	Regular Meeting	A. Digger/Derek for Electric Utility B. Sole Source – electric poles	Regular Meeting	Per Diem & Travel Policies Utility Collections – Amending code language to match state law Sound Transit South Corridor Alternative – <i>Presentation</i> Agriculture code amendment – number of farm animals allowed Electric rates fee resolution (follow up from COSA)
Mon 6/8	7:00 pm	Study Session	A. Report on Test Well B. Comprehensive Plan	Study Session	Code changes – purchasing policies and grant acceptance Solar Power Purchase Transportation Benefit District Requests outside of specific funding (wish list)
Mon 6/15	7:00 pm	Regular Meeting	A. Traffic Impact Fee study/Transportation Element (Aaron) B. Comprehensive Plan – public hearing C. Comp Plan – 1 st read	Finance Committee	Street Standards Transportation Benefit District
Mon 6/29	7:00 pm	<i>Proposed</i> Special Meeting	A. Comp Plan – 2 nd read & adopt		
July 2015					
Mon 7/6	7:00 pm	Regular Meeting	A. Backhoe Purchase Request		
Mon 7/13	7:00 pm	Study Session			
Mon 7/20	7:00 pm	Regular Meeting	A. NPDES Presentation		
August 2015					
Mon 8/3	7:00 pm	Regular Meeting			
Mon 8/10	7:00 pm	Study Session			
Mon 8/17	7:00 pm	Regular Meeting			



DRAFT CITY COUNCIL MINUTES

Special Meeting
Monday, May 4, 2015
6:00 p.m.

CALL TO ORDER

Mayor Perry called the meeting to order at 6:08 p.m. and conducted the flag salute.

ROLL CALL

Present: Mayor Pro Tem Zaroudny, Councilmembers Whalen, Johnson, Ott, Morton, and Manley

Newly appointed Councilmember Bennest was present after taking the Oath of Office in the 8:00 hour.

STAFF PRESENT

Finance Director Garrison, Police Chief Hernandez, Public Works Director Mecham, Community Development Director Nix, Attorney Park, and City Clerk Bolam

ADDITIONS / DELETIONS

None.

CITIZEN PARTICIPATION

Speaker	Address	Comments
Jacquelyn Whalen	1605 13 th Ave	Update on EPFD meeting – process of finalizing the recruitment for a new chief – public open house next Monday, May 11, at 7pm. New commissioner on board. May see some numbering changes for stations due to SS911.

COUNCIL POSITION #4

Mayor Perry welcomed the audience and candidates, and explained the process for the evening. Candidates will interview in the following order as determined by drawing:

1. Tony Bennest
2. Michael Olson
3. Leonard Sanderson
4. Mary Tompkins

Councilmember names were drawn to determine order of questioning.

Candidates were interviewed by City Council for 15 minutes each.

At 7:23 pm, Mayor Perry recessed to Executive Session for the purpose of discussion candidate qualifications. Attorney Park confirmed that no voting will occur during the executive session, and he affirmed the law regarding the timeline for the appointment, which is until the November election results are confirmed.

At 7:59 pm, Mayor Perry called the meeting back to order and opened the floor for nominations for Council Position #4.

Councilmember Manley nominated Tony Bennest.
Mayor Pro Tem Zaroudny nominated Leonard Sanderson
Councilmember Johnson nominated Mary Tompkins

Mayor Perry closed the nominations.

A roll call vote was made for the nomination of Tony Bennest:

Mayor Pro Tem Zaroudny	No
Councilmember Manley	Yes
Councilmember Morton	No
Councilmember Ott	No
Councilmember Johnson	No
Councilmember Whalen	Yes

The vote failed 4/2.

A roll call vote was made for the nomination of Leonard Sanderson:

Mayor Pro Tem Zaroudny	Yes
Councilmember Manley	No
Councilmember Morton	Yes
Councilmember Ott	No
Councilmember Johnson	No
Councilmember Whalen	Yes

The vote tied 3/3. Mayor Perry recused herself from voting as a member of the executive branch of government and to avoid any undue influence or unfair bias in the November election.

A roll call vote was made for the nomination of Mary Tompkins:

Mayor Pro Tem Zaroudny	No
Councilmember Manley	No
Councilmember Morton	Yes
Councilmember Ott	Yes
Councilmember Johnson	Yes

Councilmember Whalen No

The vote tied 3/3. Mayor Perry recused herself from voting as a member of the executive branch of government and to avoid any undue influence or unfair bias in the November election.

Mayor Perry opened the floor to a 2nd round of nominations.

Mayor Pro Tem Zaroudny nominated Leonard Sanderson
Councilmember Manley nominated Tony Bennest.

A roll call vote was made for the nomination of Leonard Sanderson:

Mayor Pro Tem Zaroudny	Yes
Councilmember Manley	No
Councilmember Morton	No
Councilmember Ott	No
Councilmember Johnson	No
Councilmember Whalen	Yes

The vote tied 4/2.

A roll call vote was made for the nomination of Tony Bennest:

Mayor Pro Tem Zaroudny	No
Councilmember Manley	Yes
Councilmember Morton	Yes
Councilmember Ott	Yes
Councilmember Johnson	No
Councilmember Whalen	Yes

The vote passed 4/2.

Position #4 to be filled by Tony Bennest pending results of the November election.

Mayor Perry led new Councilmember Bennest in his Oath of Office; Councilmember Bennest took his seat at the dais.

Mayor Perry recessed the meeting at 8:18 pm; called back to order at 8:30 pm.

CONSENT AGENDA

Approval of:

- A. Minutes
 - a. April 20, 2015 Regular Meeting
- B. Voucher and Payroll Approval
 - a. Checks/vouchers 56686-56742 and void check 56629 in the amount of \$357,960.02.
 - b. Payroll of 4/20/2015 and related check numbers 56581-56587 in the amount of \$149,785.85.
- C. Confirmation of Mayor's Appointments of Public Works Director and Community Development Director

D. Cancel the May 15, 2015 Study Session

Councilmember Ott received clarification on two voucher items.

Councilmember Whalen pulled item 6C – Mayor Perry added it as Item 7-1, before item 7A.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Johnson, to approve the Consent Agenda minus 6C. **Passed 7/0.**

REGULAR AGENDA

- Mayor's Appointments of Public Works Director and Community Development Director

Mayor introduced new Planning & Community Development Director Aaron Nix, who introduced himself and his background to council.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Ott, to confirm the appointments of Public Works Director Michael Mecham and Planning & Community Development Director Aaron Nix.

Councilmember Whalen expressed his pleasure with strong directors in both of these positions. The part-time very good help we've had from the City of Fife's Chris Larson has been good, but now we have the full compliment to move forward.

Councilmember Ott expressed appreciation to the mayor for the quality of directors we now have leading the city.

The motion was voted on and passed 7/0.

- Contract Approval – Lumenal Lighting – Street Light LED Project

Director Mecham explained that this project represents over \$300,000 worth of lights for a cost of about \$6,500 in city funds, thanks to two grants from the Department of Commerce and BPA.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Manley, to approve the construction contract with Lumenal Lighting for street light conversion to LED lighting.

Councilmembers expressed appreciation for the reduction in electric costs to the city, and asked some clarifying questions.

The motion was voted on and passed 7/0.

- Contract Approval – City of Enumclaw – Jail Services

Chief Hernandez explained the purpose for this contract and clarified council questions.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Morton, to authorize the Mayor to sign the attached Interlocal Agreement with Enumclaw Jail for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to Enumclaw Jail to be housed at Enumclaw correctional facility.

Council expressed appreciation for the research and negotiations to save money in this area.

The motion was voted on and passed 7/0.

- Resolution – Fee Schedule Update

Director Garrison explained the proposed changes to the Fee Schedule.

MAYOR PRO TEM ZAROUDNY MOVED, seconded by Councilmember Morton, to approve the attached Fee Schedule Resolution.

Council expressed appreciation for the clear form used, and requested a strike-through version next time. Director Garrison provided the old vs. new electric rates, representing a 3% increase, passed by Council at the October 6, 2014 meeting to be effective on March 19, 2015.

The motion was voted on and passed 7/0.

COUNCIL REPORTS

Councilmember Bennest

- Happy to be here.

Councilmember Johnson

- Attended SS911 meeting at Puyallup Library – shared highlights from report
- Friday, May 1 horrible traffic at Freeman Road intersection
- Concern regarding central delivery point mailboxes and the USPS refusal to replace them

Councilmember Whalen

- 28th/Milton Way intersection – the sooner the better for improvement
- Locate marks at utility poles around the city – impressive work by the vector truck and utility crews

Councilmember Ott

- Electric rates monitoring important
- Veterans Memorial looks great – many volunteer hours

Councilmember Morton

- Reminder that the approval of the consent agenda effectively cancelled the study session next week
- Reminder of the coping issue at the skate park
- Grass at the skate park looks horrible – weed treatment would help a lot

- Would love to see the city facilities upgrade to LED lighting

Councilmember Manley

- Tonight was difficult
- Intersection at Freeman/20th needs consideration
- 28th/Milton Way needs improvement soon

Mayor Pro Tem Zaroudny

- Heartfelt welcome to Councilmember Bennest

DIRECTOR'S REPORTS

Chief Hernandez reported on the Shred Event – great to see the Boy Scouts help.

Director Nix shared that there is a work study coming in June regarding traffic counts and improvements for the Freeman Road/20th area.

MAYOR'S REPORTS

- Expressed appreciation to staff for covering the city well
- Shred Event – filled the LeMay truck to the brim! Albertson's donated 10 pallets of food
- Attended a LEAN tour in Olympia with directors, learning efficient process improvement strategies
- Attended the Steering Committee meeting, hearing presentations from agencies vying for funding to combat homelessness, awarding \$1.8 million dollars
- Management staff attending Labor Relations Institute this week
- Council Retreat is Friday night-Saturday, May 15-16

ADJOURNMENT

Adjourned at 9:42 p.m.

Debra Perry, Mayor

ATTEST:

Katie Bolam, City Clerk

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CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
2015

I HEREBY CERTIFY THAT THE EXPENDITURES SHOWN BELOW REFLECT THE TRUE AND CORRECT EXPENDITURES TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE EXPENDITURES BELOW TO BE VALID AND CORRECT.

Finance Director

DATE

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount
4/23/2015	56750	\$ 134.07
5/4/2015	56751-56752	\$ 416.27
5/13/2015	56753-56758	\$ 10,666.28
5/19/2015	56803-56846, 56849-56853 & Online	\$ 206,111.30
5/20/2015	56856	\$ 134.07
5/22/2015	56855	\$ 24,569.64
5/25/2015	56847-56848	\$ 931.46
5/29/2015	Online	\$ 13,332.15

Date	Check #	Amount
5/5/2015	ACH	\$ 228,492.49
5/5/2015	3841, 56743-56749	\$ 6,568.44

Total Accounts Payable: \$ 256,295.24 Total Payroll: \$ 235,060.93

Printer Error Checks 56759-56802 & 56854 0

WE, THE UNDERSIGNED COUNCILMEMBERS OF THE CITY OF MILTON, WASHINGTON, DO HEREBY CERTIFY AND APPROVE THE PAYROLL AND CLAIM VOUCHERS FOR THE TOTAL AMOUNT OF:

\$491,356.17 Dated: **May 18, 2015**

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

CHECK REGISTER

City Of Milton

Time: 14:16:41 Date: 05/14/2015

MCAG #:

04/20/2015 To: 05/31/2015

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2756	05/19/2015	Claims	1	EFT KATIE BOLAM	102.39	Travel Reimbursement
		001 - 513 10 43 000 - Travel			83.18	Mileage, Toll, Parking And Travel Meal Reimbursement
		001 - 514 20 43 000 - Travel			19.21	Mileage, Toll, Parking And Travel Meal Reimbursement
APs		Amount		For		
1279		102.39		Travel Reimbursement		
2757	05/19/2015	Claims	1	EFT DONALD HOBBS	55.00	WACE Conference & Membership Fee
		107 - 521 20 49 001 - Misc/Dues & Memberships			40.00	2015 WACE Membership Dues
		107 - 521 40 49 002 - Misc/Trng, Registrations			15.00	Conference Registration
APs		Amount		For		
1275		55.00		WACE Conference & Membership Fee		
2812	05/29/2015	Claims	1	EFT SANDRA ALLEN	4,000.00	Judge Services
		001 - 512 50 41 000 - Professional Services			4,000.00	Monthly Judge Services May
APs		Amount		For		
1261		4,000.00		Judge Services		
2813	05/29/2015	Claims	1	EFT OGDEN MURPHY WALLACE	9,332.15	Legal Services
		001 - 515 30 41 000 - City Attorney			9,332.15	Legal Services April 2015
APs		Amount		For		
1265		9,332.15		Legal Services		
2827	05/19/2015	Claims	1	EFT KATIE BOLAM	172.50	Mileage Reimbursement
		001 - 513 10 43 000 - Travel			172.50	Mileage Reimbursement LRI Conference And Director Retreat
APs		Amount		For		
1290		172.50		Mileage Reimbursement		
2747	04/23/2015	Claims	1	56750 PIERCE COUNTY SEWER	134.07	Sewer; Sewer; Sewer; Sewer
		001 - 518 30 47 000 - Public Utility Service			8.20	City Hall Sewer
		107 - 521 20 47 000 - Utilities			31.01	PD Sewer
		406 - 531 30 47 000 - Public Utility Services			1.57	PW Shops Sewer
		406 - 531 30 47 000 - Public Utility Services			4.44	City Hall Sewer
		401 - 533 50 47 000 - Public Utility Services			9.81	PW Shops Sewer
		401 - 533 50 47 000 - Public Utility Services			7.18	City Hall Sewer
		403 - 534 50 47 000 - Public Utility Services			8.23	PW Shops Sewer
		403 - 534 50 47 000 - Public Utility Services			7.52	City Hall Sewer
		101 - 542 30 47 000 - Utilities			0.68	City Hall Sewer
		001 - 558 50 47 000 - Public Utility Services			2.39	City Hall Sewer
		001 - 558 60 47 000 - Public Utilities			2.39	City Hall Sewer
		001 - 569 00 47 000 - Public Utilities-SC			31.00	MAC Sewer
		001 - 575 50 47 000 - Public Utilities Services			18.27	Community Building Sewer
		001 - 576 80 47 000 - Public Utility Service			1.38	City Hall Sewer
APs		Amount		For		
1268		62.01		Sewer		
1269		19.61		Sewer		
1270		34.18		Sewer		
1271		18.27		Sewer		

CHECK REGISTER

City Of Milton

Time: 14:16:41 Date: 05/14/2015

MCAG #:

04/20/2015 To: 05/31/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2748	05/04/2015	Claims	1	56751	BLUEFIN PAYMENT SYSTEMS	85.47	Bank Fees
					406 - 531 10 41 000 - Professional Services	17.09	Bank Fees
					401 - 533 10 41 000 - Professional Services	34.19	Bank Fees
					403 - 534 10 41 000 - Professional Services	34.19	Bank Fees
		APs	Amount		For		
		1238	85.47		Bank Fees		
2749	05/04/2015	Claims	1	56752	EPICPAY	330.80	Bank Fees
					406 - 531 10 41 000 - Professional Services	66.16	Bank Fees
					401 - 533 10 41 000 - Professional Services	132.32	Bank Fees
					403 - 534 10 41 000 - Professional Services	132.32	Bank Fees
		APs	Amount		For		
		1239	330.80		Bank Fees		
2750	05/13/2015	Claims	1	56753	COMCAST	21.38	Cable; Cable
					107 - 521 20 42 000 - Communication	10.69	Cable
					401 - 533 50 42 000 - Communication	5.34	
					403 - 534 50 42 000 - Communication	5.35	
		APs	Amount		For		
		1262	10.69		Cable		
		1263	10.69		Cable		
2751	05/13/2015	Claims	1	56754	JIVE COMMUNICATIONS	1,458.86	Phone Service
					001 - 513 10 42 000 - Communication	72.94	Phones
					001 - 514 20 42 000 - Communication	72.94	Phones
					001 - 518 30 42 000 - Communication	36.47	Phones
					001 - 518 90 42 000 - Communication	36.47	Phones
					107 - 521 20 42 000 - Communication	218.83	Phones
					406 - 531 10 42 000 - Communication	145.89	Phones
					401 - 533 10 42 000 - Communications	320.95	Phones
					403 - 534 10 42 000 - Communication	335.54	Phones
					101 - 542 30 42 000 - Communication	72.94	Phones
					501 - 548 30 42 000 - Communications	36.47	Phones
					001 - 558 50 42 000 - Communications	36.47	Phones
					001 - 558 60 42 000 - Communication	36.47	Phones
					001 - 576 80 42 000 - Communication	36.48	Phones
		APs	Amount		For		
		1251	1,458.86		Phone Service		
2752	05/13/2015	Claims	1	56755	KANSAS STATE BANK	8,109.03	Vector Truck Payment
					406 - 531 30 48 001 - Vehicle Repair & Maint	8,109.03	Vector Truck Payment
		APs	Amount		For		
		1237	8,109.03		Vector Truck Payment		
2753	05/13/2015	Claims	1	56756	PIERCE COUNTY SEWER	24.00	Sewer
					001 - 576 80 47 000 - Public Utility Service	24.00	Parks Sewer
		APs	Amount		For		
		1267	24.00		Sewer		
2754	05/13/2015	Claims	1	56757	PUGET SOUND ENERGY	327.56	Electric; Gas
					403 - 534 50 47 000 - Public Utility Services	145.28	
					001 - 569 00 47 000 - Public Utilities-SC	182.28	Gas Utilities For MAC

CHECK REGISTER

City Of Milton

Time: 14:16:41 Date: 05/14/2015

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		APs	Amount	For			
		1273	145.28	Electric			
		1274	182.28	Gas			
2755	05/13/2015	Claims	1	56758	XPRESS BILL PAY	725.45	Web Service Fees
		406 - 531 10 41 000 - Professional Services				239.40	
		401 - 533 10 41 000 - Professional Services				246.65	
		403 - 534 10 41 000 - Professional Services				239.40	
		APs	Amount	For			
		1250	725.45	Web Service Fees			
2758	05/19/2015	Claims	1	56803	ALTEC INDUSTRIES INC.	686.61	Electric Materials; Fleet Materials
		401 - 533 50 48 001 - Vehicle R&M				158.09	Replacement Parts For Digger Truck
		501 - 548 30 34 000 - Parts				528.52	Pivot Pins & Capscrews
		APs	Amount	For			
		1208	158.09	Electric Materials			
		1252	528.52	Fleet Materials			
2759	05/19/2015	Claims	1	56804	ASSOCIATED PETROLEUM PRODUCTS	878.89	Fuel
		406 - 531 30 32 000 - Fuel				219.72	Fuel
		401 - 533 50 32 000 - Fuel				219.72	Fuel
		403 - 534 50 32 000 - Fuel				219.72	Fuel
		001 - 576 80 32 000 - Fuel				219.73	Fuel
		APs	Amount	For			
		1230	878.89	Fuel			
2760	05/19/2015	Claims	1	56805	BERKSHIRE HATHAWAY HOME SERV.	73.22	Refund inactive customer credit balance
		406 - 343 10 00 000 - Storm Drainage Fees				-39.73	
		401 - 343 30 00 000 - Electric Sales				11.31	
		403 - 343 40 10 000 - Water Sales				-59.80	
		401 - 369 90 00 401 - Misc Revenue				15.00	
		APs	Amount	For			
		1153	73.22	Refund inactive customer credit balance			
2761	05/19/2015	Claims	1	56806	BIG JOHN'S TROPIES INC	12.97	Name Plates
		001 - 558 50 35 000 - Small Tools and Equipment				12.97	Name Plates
		APs	Amount	For			
		1156	12.97	Name Plates			
2762	05/19/2015	Claims	1	56807	BONNEVILLE POWERADMINISTRATION	3,978.00	Dec Revised Bill
		401 - 533 50 33 000 - BPA-Electricity for Resale				3,978.00	
		APs	Amount	For			
		1249	3,978.00	Dec Revised Bill			
2763	05/19/2015	Claims	1	56808	BUDGET BATTERIES	608.12	Fleet Materials
		501 - 548 30 34 000 - Parts				608.12	Parts, Sprayer Battery
		APs	Amount	For			
		1224	608.12	Fleet Materials			

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APs		Amount		For		
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2764	05/19/2015	Claims	1	56809 CALM RIVER LLC	2,400.00	Annexation Census
		001 - 558 60 41 000 - Professional Services			2,400.00	Annexation Census
APs		Amount		For		
1245		2,400.00		Annexation Census		
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2765	05/19/2015	Claims	1	56810 CERTIFIED LABORATORIES	286.87	Fleet Materials
		501 - 548 30 31 000 - Office & Operating Supplies			286.87	Premalube Heavy Duty Grease
APs		Amount		For		
1254		286.87		Fleet Materials		
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2766	05/19/2015	Claims	1	56811 COPY WRIGHTS INC	102.73	Business Cards
		107 - 521 20 31 000 - Office and Operating Supplie:			51.37	Business Cards - Hobbs
		001 - 558 50 31 000 - Office and Operating Supplie:			25.68	Business Cards - Nix
		001 - 558 60 31 000 - Operating Supplies			25.68	Business Cards - Nix
APs		Amount		For		
1277		102.73		Business Cards		
<hr/>						
2767	05/19/2015	Claims	1	56812 DATA BAR INCORPORATED	3,684.24	Statement Production & Printing
		406 - 531 10 49 003 - Misc/Outside Printing			736.85	Utility Billing Print & Mail
		401 - 533 10 49 003 - Misc/Outside Printing			1,473.70	Utility Billing Print & Mail
		403 - 534 10 49 003 - Misc/Outside Printing			1,473.69	Utility Billing Print & Mail
APs		Amount		For		
1246		3,684.24		Statement Production & Printing		
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2768	05/19/2015	Claims	1	56813 WA STATE DEPT OF COMMERCE	93,716.85	Public Works Trust Fund Payment; PW Trust Loan Payment; Public Works Trust Fund Payment
		101 - 591 95 78 000 - Debt Service Principal			30,085.56	Public Works Trust Fund Principle
		101 - 591 95 78 000 - Debt Service Principal			20,489.36	Public Works Trust Fund Principle
		101 - 591 95 78 000 - Debt Service Principal			37,545.80	Public Works Trust Fund Principle
		101 - 592 95 83 001 - Debt Service Interest			1,264.01	Public Works Trust Fund Interest
		101 - 592 95 83 001 - Debt Service Interest			2,754.68	Public Works Trust Fund Interest
		101 - 592 95 83 001 - Debt Service Interest			1,577.44	Public Works Trust Fund Interest
APs		Amount		For		
1283		31,349.57		Public Works Trust Fund Payment		
1284		23,244.04		PW Trust Loan Payment		
1285		39,123.24		Public Works Trust Fund Payment		
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2769	05/19/2015	Claims	1	56814 WA STATE DEPT OF EMPLOYMENT SECURITY	10,304.75	1st Qtr Unemployment
		001 - 518 30 20 000 - Personnel Benefits			2,164.50	1st Qtr Unemployment Benefits
		107 - 521 20 20 000 - Personnel Benefits			5,975.75	1st Qtr Unemployment Benefits
		001 - 576 80 20 000 - Personnel Benefits			2,164.50	1st Qtr Unemployment Benefits
APs		Amount		For		
1248		10,304.75		1st Qtr Unemployment		
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2770	05/19/2015	Claims	1	56815 ESI SECURITY	188.45	Water Quality Materials

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		403 - 534 51 35 000 - Small Tools and Equipment			188.45	Padlocks And Shackles
	APs	Amount		For		
	1226	188.45		Water Quality Materials		
2771	05/19/2015	Claims	1	56816 EVERGREEN EQUIPMENT CO INC	216.37	Street Materials; Park Materials
		101 - 542 30 48 000 - Repairs and Maintenance			111.47	Materials For Weedeater Repair
		001 - 576 80 31 000 - Operating Supplies			52.45	Stihl Files/Autocut 25-2
		001 - 576 80 35 000 - Small Tools and Equipment			52.45	Stihl Files/Autocut 25-2
	APs	Amount		For		
	1233	111.47		Street Materials		
	1259	104.90		Park Materials		
2772	05/19/2015	Claims	1	56817 FIRE KING OF SEATTLE INC.	52.51	Electric Materials
		401 - 533 50 31 000 - Operating Supplies			52.51	Ear Plugs
	APs	Amount		For		
	1225	52.51		Electric Materials		
2773	05/19/2015	Claims	1	56818 HACH COMPANY	738.44	Water Quality Materials
		403 - 534 51 31 000 - Office and Operating Supplies			738.44	Beakers, Tips, Pipet, Reagent
	APs	Amount		For		
	1229	738.44		Water Quality Materials		
2774	05/19/2015	Claims	1	56819 HONEY BUCKET	169.63	Honey Bucket On Trail
		001 - 576 80 45 000 - Operating Rentals and Leases			169.63	Honey Bucket On Trail
	APs	Amount		For		
	1260	169.63		Honey Bucket On Trail		
2775	05/19/2015	Claims	1	56820 LARSCO, INC	97.44	Fleet Materials
		501 - 548 30 31 000 - Office & Operating Supplies			19.18	Butane Fuel
		501 - 548 30 35 000 - Small Tools & Equipment			78.26	Torch
	APs	Amount		For		
	1241	97.44		Fleet Materials		
2776	05/19/2015	Claims	1	56821 LES SCHWAB FIFE	203.92	Fleet Repair; Fleet Repairs
		501 - 548 30 48 000 - Repairs & Maintenance			169.99	#15 JD1565 Rear Tire
		501 - 548 30 48 000 - Repairs & Maintenance			33.93	Tire Repair
	APs	Amount		For		
	1213	169.99		Fleet Repair		
	1223	33.93		Fleet Repairs		
2777	05/19/2015	Claims	1	56822 TOM MELTON	250.00	Facility Rental Deposit Refund
		001 - 586 00 00 002 - Refund Facility Deposit			250.00	Facility Rental Deposit Refund
	APs	Amount		For		
	1255	250.00		Facility Rental Deposit Refund		
2778	05/19/2015	Claims	1	56823 MILTON CITY OF	1,792.25	Building Permit
		310 - 594 76 63 067 - ADA Improvements - Park			1,792.25	Building Permit ADA Improvement - Park

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		APs			Amount		For
		1282			1,792.25		Building Permit
2779	05/19/2015	Claims	1	56824	NORTHSTAR CHEMICAL	423.49	Water Quality Materials
					403 - 534 51 31 000 - Office and Operating Supplies	423.49	Sodium Hypochlorite
		APs			Amount		For
		1227			423.49		Water Quality Materials
2780	05/19/2015	Claims	1	56825	PRO-BUILD	32.55	Facility/Parks Supplies
					001 - 518 30 31 000 - Operating Supplies	22.94	Paint
					001 - 576 80 31 000 - Operating Supplies	9.61	PVC Wet/Dry Cement
		APs			Amount		For
		1258			32.55		Facility/Parks Supplies
2781	05/19/2015	Claims	1	56826	CITY OF PUYALLUP	1,847.20	Court Services
					001 - 512 50 41 000 - Professional Services	1,847.20	1 Qtr Interpreters, Public Defender & Probation Costs
		APs			Amount		For
		1278			1,847.20		Court Services
2782	05/19/2015	Claims	1	56827	RAINIER LIGHTING & ELEC SUPPLY	4,584.95	Electric Supplies
					401 - 533 50 35 000 - Small Tools and Equipment	4,584.95	Battery Operated Cable Cutter
		APs			Amount		For
		1209			4,584.95		Electric Supplies
2783	05/19/2015	Claims	1	56828	STEPHANIE & CHERYL REID-SIMONS	361.86	Refund inactive customer credit balance
					406 - 343 10 00 000 - Storm Drainage Fees	-120.44	
					401 - 343 30 00 000 - Electric Sales	-52.84	
					403 - 343 40 10 000 - Water Sales	-188.58	
		APs			Amount		For
		1221			361.86		Refund inactive customer credit balance
2784	05/19/2015	Claims	1	56829	RIGHT! SYSTEMS, INC	12,349.71	Materials For New Server
					107 - 521 20 36 000 - Small Assets/IT	2,840.44	Server Materials
					406 - 531 10 36 000 - Small Assets/IT	987.95	Server Materials
					401 - 533 10 36 000 - Small Assets/IT	2,840.44	Server Materials
					403 - 534 10 36 000 - Small Assets/IT	2,840.44	Server Materials
					001 - 594 19 64 000 - Capital Expense - technology	2,840.44	Server Materials
		APs			Amount		For
		1247			12,349.71		Materials For New Server
2785	05/19/2015	Claims	1	56830	RWC GROUP	135.30	Fleet Materials
					501 - 548 30 34 000 - Parts	135.30	Switch
		APs			Amount		For
		1242			135.30		Fleet Materials
2786	05/19/2015	Claims	1	56831	SEATTLE AUTOMOTIVE DISTRIB.INC	364.14	PD Charger; PD 779

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		501 - 548 30 34 000 - Parts			179.24	PD Charger Hub Assembly/Wheel Bearings & Seal
		501 - 548 30 34 000 - Parts			184.90	PD 779 Pad Set, Filer, Oil, Blade, Disc Brk
APs		Amount	For			
1219		179.24	PD Charger			
1220		184.90	PD 779			
2787	05/19/2015	Claims	1	56832 BILL SERTZ	19.71	Refund inactive customer credit balance
		406 - 343 10 00 000 - Storm Drainage Fees			-13.00	
		401 - 343 30 00 000 - Electric Sales			-4.75	
		403 - 343 40 10 000 - Water Sales			-16.96	
		401 - 369 90 00 401 - Misc Revenue			15.00	
APs		Amount	For			
1154		19.71	Refund inactive customer credit balance			
2788	05/19/2015	Claims	1	56833 SHOPE CONCRETE PRODUCTS CO.	206.96	Storm Repair/Maintenance Materials
		406 - 531 30 48 000 - Repairs and Maintenance			206.96	Materials For 15th Ave Ditch & Culvert Project
APs		Amount	For			
1228		206.96	Storm Repair/Maintenance Materials			
2789	05/19/2015	Claims	1	56834 STANDARD PARTS CORPORATION (NAPA)	493.80	Fleet Materials; Fleet Materials; Fleet Materials; Fleet Materials Credit
		501 - 548 30 31 000 - Office & Operating Supplies			83.72	Differential, Electrical Silicone Bolts
		501 - 548 30 34 000 - Parts			131.51	Electric Circuit Relay, Fusable Links, RTV For Engine
		501 - 548 30 34 000 - Parts			159.33	Battery & Core Deposit
		501 - 548 30 34 000 - Parts			238.49	#47 (2) Roof Beacon Lights
		501 - 548 30 34 000 - Parts			-119.25	Return #47 (1) Roof Beacon Light
APs		Amount	For			
1212		215.23	Fleet Materials			
1216		159.33	Fleet Materials			
1217		238.49	Fleet Materials			
1218		-119.25	Fleet Materials Credit			
2790	05/19/2015	Claims	1	56835 SUPPLYWORKS	20.86	Facilities Supplies
		001 - 518 30 31 000 - Operating Supplies			20.86	Replacement Bags
APs		Amount	For			
1256		20.86	Facilities Supplies			
2791	05/19/2015	Claims	1	56836 ALBERTO & SARA SZARKO	71.98	Refund inactive customer credit balance
		403 - 343 40 10 000 - Water Sales			-86.98	
		403 - 369 90 00 403 - Miscellaneous Water Revenue			15.00	
APs		Amount	For			
1155		71.98	Refund inactive customer credit balance			
2792	05/19/2015	Claims	1	56837 TACOMA DODGE CHRYSLER JEEP	373.18	MP Police; MP PD
		501 - 548 30 34 000 - Parts			353.69	PD 779 Power Steering

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		501 - 548 30 34 000 - Parts			19.49	PD 779 Micro Relay
	APs	Amount		For		
	1214	353.69		MP Police		
	1215	19.49		MP PD		
2793	05/19/2015	Claims	1	56838 TACOMA SCREW PRODUCTS INC.	355.51	Electric Materials; Electric Materials; Electric Supplies
		401 - 533 50 31 000 - Operating Supplies			22.69	Hose Clamps
		401 - 533 50 35 000 - Small Tools and Equipment			246.18	Metal Cutting Tool With Blade
		401 - 533 50 35 000 - Small Tools and Equipment			86.64	Electric Cutting Wheels
	APs	Amount		For		
	1210	246.18		Electric Materials		
	1211	86.64		Electric Materials		
	1257	22.69		Electric Supplies		
2794	05/19/2015	Claims	1	56839 UNIFIRST CORPORATION	622.01	Uniforms; Uniforms; Uniforms; Uniforms; Uniforms; Uniforms
		001 - 518 30 20 002 - Uniforms			5.24	Uniforms
		001 - 518 30 20 002 - Uniforms			7.03	Uniforms
		001 - 518 30 20 002 - Uniforms			5.28	Uniforms
		406 - 531 30 20 002 - Uniforms			8.38	Uniforms
		406 - 531 30 20 002 - Uniforms			11.24	Uniforms
		406 - 531 30 20 002 - Uniforms			8.45	Uniforms
		401 - 533 50 20 002 - Uniforms			71.07	Uniforms
		401 - 533 50 20 002 - Uniforms			73.68	Uniforms
		401 - 533 50 20 002 - Uniforms			71.57	Uniforms
		403 - 534 50 20 002 - Uniforms			6.46	Uniforms
		403 - 534 50 20 002 - Uniforms			43.47	Uniforms
		403 - 534 50 20 002 - Uniforms			6.70	Uniforms
		403 - 534 50 20 002 - Uniforms			58.29	Uniforms
		403 - 534 50 20 002 - Uniforms			43.85	Uniforms
		403 - 534 50 20 002 - Uniforms			6.51	Uniforms
		101 - 542 30 20 002 - Uniforms			21.48	Uniforms
		101 - 542 30 20 002 - Uniforms			28.82	Uniforms
		101 - 542 30 20 002 - Uniforms			21.67	Uniforms
		501 - 548 30 20 002 - Uniforms			31.41	Uniforms
		501 - 548 30 20 002 - Uniforms			42.16	Uniforms
		501 - 548 30 20 002 - Uniforms			31.70	Uniforms
		001 - 576 80 20 002 - Uniforms			5.24	Uniforms
		001 - 576 80 20 002 - Uniforms			7.03	Uniforms
		001 - 576 80 20 002 - Uniforms			5.28	Uniforms
	APs	Amount		For		
	1235	77.53		Uniforms		
	1236	115.22		Uniforms		
	1243	80.38		Uniforms		
	1244	154.57		Uniforms		
	1280	116.23		Uniforms		
	1281	78.08		Uniforms		
2795	05/19/2015	Claims	1	56840 UNUM LIFE INSURANCE	122.20	Leoff 1 LTC Premium
		107 - 521 20 20 000 - Personnel Benefits			122.20	Leoff 1 LTC Premium
	APs	Amount		For		
	1276	122.20		Leoff 1 LTC Premium		

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2796	05/19/2015	Claims	1	56841	US BANK ACCOUNTABILITIES	66.55	PD Clerk Copier Lease
					107 - 521 20 45 000 - Operating Rentals and Leases	66.55	PD Clerk Copier Lease
		APs	Amount		For		
		1272	66.55		PD Clerk Copier Lease		
2797	05/19/2015	Claims	1	56842	TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	38.00	Safekeeping Fees
					001 - 514 20 49 000 - Miscellaneous	38.00	Safekeeping Fees
		APs	Amount		For		
		1240	38.00		Safekeeping Fees		
2798	05/19/2015	Claims	1	56843	US BANK ST PAUL	661.45	Interest
					403 - 592 34 83 000 - Revenue Bond-Interest	661.45	Revenue Bond Interest
		APs	Amount		For		
		1253	661.45		Interest		
2799	05/19/2015	Claims	1	56844	UTILITIES UNDERGROUND LOC CENT	53.24	Locate Notifications
					401 - 533 50 41 000 - Professional Services	26.62	Monthly Locate Notifications
					403 - 534 50 41 000 - Professional Services	26.62	Monthly Locate Notifications
		APs	Amount		For		
		1234	53.24		Locate Notifications		
2800	05/19/2015	Claims	1	56845	WASHINGTON TRACTOR	1,402.44	Fleet Materials
					501 - 548 30 34 000 - Parts	1,402.44	Misc. Parts For Vehicles
		APs	Amount		For		
		1222	1,402.44		Fleet Materials		
2801	05/19/2015	Claims	1	56846	WATER MANAGEMENT LABORATORIES	318.00	Water Testing; Water Testing
					403 - 534 51 41 000 - Professional Services	229.00	Water Testing
					403 - 534 51 41 000 - Professional Services	89.00	Water Testing
		APs	Amount		For		
		1231	229.00		Water Testing		
		1232	89.00		Water Testing		
2814	05/25/2015	Claims	1	56847	DISCOVERY BENEFITS	7.80	FSA Administrative Fee
					001 - 517 30 49 000 - FSA Plan Fees	7.80	FSA Plan Fee
		APs	Amount		For		
		1264	7.80		FSA Administrative Fee		
2815	05/25/2015	Claims	1	56848	LAKEHAVEN UTILITY DISTRICT	923.66	Intertie Ready To Serve Fee
					403 - 534 50 47 000 - Public Utility Services	923.66	Intertie Ready To Serve Fee
		APs	Amount		For		
		1266	923.66		Intertie Ready To Serve Fee		
2816	05/19/2015	Claims	1	56849	SHELL FLEET PLUS	2,564.35	Fuel
					001 - 518 30 32 000 - Operating Supplies/Fuel	62.43	Fuel

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		107 - 521 20 32 000 - Fuel			93.80	Fuel
		406 - 531 30 32 000 - Fuel			479.08	Fuel
		401 - 533 50 32 000 - Fuel			865.15	Fuel
		403 - 534 50 32 000 - Fuel			658.02	Fuel
		101 - 542 30 32 000 - Operating Supplies/Fuel			218.59	Fuel
		001 - 576 80 32 000 - Fuel			187.28	Fuel
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APs		Amount		For		
1287		2,564.35		Fuel		
2817	05/19/2015	Claims	1	56850 SUSAN E. TIMM	44.28	Travel Reimbursement
		001 - 558 50 43 000 - Travel			35.42	Mileage Reimbursement Permit Tech Conference
		001 - 558 60 43 000 - Travel			8.86	Mileage Reimbursement Permit Tech Conference
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APs		Amount		For		
1286		44.28		Travel Reimbursement		
2828	05/19/2015	Claims	1	56851 KENNETH GANANCIAL	87.00	Exam Reimbursement
		403 - 534 50 49 000 - Misc/Other Exp			87.00	Reimbursement For Water Mgr 1 Exam
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APs		Amount		For		
1292		87.00		Exam Reimbursement		
2829	05/19/2015	Claims	1	56852 MILTON CITY OF	57,545.93	Utility Tax
		406 - 531 10 44 001 - Utility Taxes			5,730.95	Utility Tax
		401 - 533 10 44 001 - Utility Tax			24,596.60	Utility Tax
		403 - 534 10 44 001 - Utility Tax			14,865.00	Utility Tax
		406 - 597 04 07 406 - Transfer to FUND 407/Capita			12,353.38	Utility Tax Transfer To 407
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APs		Amount		For		
1289		57,545.93		Utility Tax		
2830	05/19/2015	Claims	1	56853 AARON C NIX	172.50	Mileage And Travel Meal Reimbursement
		001 - 558 50 43 000 - Travel			86.25	Mileage And Travel Meal Reimbursement For LRI & Director Retreat
		001 - 558 60 43 000 - Travel			86.25	Mileage And Travel Meal Reimbursement For LRI & Director Retreat
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APs		Amount		For		
1291		172.50		Mileage And Travel Meal Reimbursement		
2831	05/22/2015	Claims	1	E56855 WA STATE DEPT OF REVENUE	24,569.64	Excise And Tax Owed
		001 - 517 90 31 000 - Supplies - Employee Wellnes:			6.38	Tax Owed
		107 - 521 20 20 002 - Uniforms			8.58	Tax Owed
		107 - 521 20 31 000 - Office and Operating Supplies:			9.18	Tax Owed
		107 - 521 20 31 000 - Office and Operating Supplies:			0.56	Tax Owed
		107 - 521 20 31 000 - Office and Operating Supplies:			1.86	Tax Owed
		107 - 521 20 35 000 - Small Tools and Equipment			5.26	Tax Owed
		107 - 521 20 35 000 - Small Tools and Equipment			50.20	Tax Owed
		107 - 521 20 35 000 - Small Tools and Equipment			3.65	Tax Owed
		406 - 531 10 44 002 - Excise Tax			943.46	Storm Excise Tax
		401 - 533 10 44 002 - Elect Excise Tax			14,697.93	Electric Excise Tax
		403 - 534 10 44 002 - Water Excise Tax			8,824.64	Water Excise Tax
		501 - 548 30 34 000 - Parts			17.94	Tax Owed

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APs	Amount	For
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1288	24,569.64	Excise And Tax Owed
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2832 05/20/2015 Claims 1 E56856 PIERCE COUNTY SEWER 134.07 Sewer; Sewer; Sewer; Sewer

001 - 518 30 47 000 - Public Utility Service	8.20	City Hall Sewer
107 - 521 20 47 000 - Utilities	31.01	PD Sewer
406 - 531 30 47 000 - Public Utility Services	4.44	City Hall Sewer
406 - 531 30 47 000 - Public Utility Services	1.57	PW Shops Sewer
401 - 533 50 47 000 - Public Utility Services	7.18	City Hall Sewer
401 - 533 50 47 000 - Public Utility Services	9.81	PW Shops Sewer
403 - 534 50 47 000 - Public Utility Services	7.52	City Hall Sewer
403 - 534 50 47 000 - Public Utility Services	8.23	PW Shops Sewer
101 - 542 30 47 000 - Utilities	0.68	City Hall Sewer
001 - 558 50 47 000 - Public Utility Services	2.39	City Hall Sewer
001 - 558 60 47 000 - Public Utilities	2.39	City Hall Sewer
001 - 569 00 47 000 - Public Utilities-SC	31.00	MAC Sewer
001 - 575 50 47 000 - Public Utilities Services	18.27	Community Building Sewer
001 - 576 80 47 000 - Public Utility Service	1.38	City Hall Sewer

APs	Amount	For
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1293	18.27	Sewer
1294	34.18	Sewer
1295	62.01	Sewer
1296	19.61	Sewer

001 General Fund	27,101.23	
101 Street Fund	94,193.18	
107 Criminal Justice Fund	9,575.94	
310 Capital Improvement Fund	1,792.25	
401 Electric Utility Fund	54,855.25	
403 Water Utility Fund	33,674.80	
406 Stormwater Operations Fund	30,449.18	
501 Vehicle Repair & Maintenance Fund	4,653.41	
	256,295.24	Claims: 256,295.24
* Transaction Has Mixed Revenue And Expense Accounts		256,295.24

I hereby certigy that the expenditures shown above reflect the true and correct expenditures to the best of my knowledge. I further certify the expenditures above to be valid and correct.

Finance Director	Date
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We, the undersigned Councilmembers of the City of Milton, Washington, do hereby certify and approve the above payroll and claim vouchers.

Councilmember	Councilmember
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Councilmember	Councilmember
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Agenda Item #: 7A

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To: Mayor Perry and City Councilmembers
From: Police Chief Hernandez
Date: May 18, 2015 Regular Session
Re: **Interlocal Agreement with Wapato Jail for Inmate Housing**

ATTACHMENTS: A. Interlocal Agreement

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action:

“I move to authorize the Mayor to sign the attached Interlocal Agreement with Wapato Jail for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to Wapato Jail to be housed at Wapato correctional facility.”

Fiscal Impact/Source of Funds: Jail costs to Wapato Jail are expended on an as-needed basis and paid from the Criminal Justice Fund.

Issue: The City of Milton contracts with the City of Fife for housing inmates. However, for times when there is no jail space available in Fife, Milton needs alternative jail facilities for long term commitments to maintain open space in our main contract jail facility.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WAPATO,
WASHINGTON
AND THE CITY OF MILTON, WASHINGTON

FOR THE HOUSING OF INMATES IN THE WAPATO CITY JAIL

THIS INTERLOCAL AGREEMENT is dated effective this ____ day of May, 2015 by and between the City of Milton, Washington, a Municipal Corporation, and the City of Wapato, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Chief of Police for the City of Wapato (hereinafter "Wapato ") is authorized by law to have charge and custody of the City of Wapato Jail (hereinafter "Wapato Jail"); and

WHEREAS, the Mayor for the City of Milton (hereinafter "Milton") is authorized by law to have charge and custody of Milton prisoners or inmates; and

WHEREAS, Milton wishes to designate the Wapato Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Wapato desires to accept and keep in its custody such inmate(s) in the Wapato Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.08 and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. JAIL AVAILABILITY

Wapato agrees to house Milton inmates on a "first come, first served" or "space available" basis.

2. COMPENSATION

(a) Rates. The cost of Wapato's care of all Milton inmates herein shall be \$55.00 (the "Daily Rate") per day, per bed/inmate, effective beginning _____, 2015 through December 31, 2015. The Daily Rate may be increased annually by Wapato. Wapato shall

provide written notice to Milton at least thirty (30) days before the effective date of any Daily Rate increase. The parties agree that Wapato will not charge a separate booking fee in addition to such rates. The Daily Rate will be charged for each day, or portion thereof, a Milton inmate spends at the Wapato jail. There will be no pro-rating for partial days.

(b) Billing and payment. Wapato agrees to provide Milton with an itemized bill listing all names of inmates who are housed, the case/citation number, the number of days housed (including the date of booking and date of release), and a total dollar amount due. Wapato agrees to provide said bill by the 10th of each month. Milton agrees to make payment to Wapato within thirty (30) days of receipt of such bill for the amount billed for the previous calendar month.

3. DURATION OF INMATE STAY/TYPES OF INMATES

At the time a person is presented to the Wapato Jail for booking by a Milton officer, the Wapato corrections staff will determine whether the suspect and/or inmate will be accepted for booking. Wapato reserves the right, in its sole discretion, to not accept persons injured, extremely ill, or exhibiting behavior that presents an obvious danger to the staff or other inmates. In the event an inmate is not accepted for booking, Wapato shall provide written notice (email is acceptable) to the Milton Police Department indicating why the booking was declined.

(a) Duration of Inmate Stay. The parties agree that the maximum length of stay per inmate, including pre-and post-trial, may not exceed 365 consecutive calendar days per misdemeanor sentence.

(b) Types of Inmates accepted by Wapato Jail. Milton may not book violent felons into the Wapato Jail. "Violent felon" is defined as any person being held for suspicion, warrant, or arrest for any felony crime against a person. Milton may book nonviolent felons for a one-night stay provided that Milton transports any such nonviolent felons the following day to another jail facility.

(c) Collection of insurance information. Wapato agrees to collect medical insurance information from inmates when they are booked into the Wapato Jail pursuant to RCW 70.48.130.

(d) Transfer of custody. Milton police officers or any law enforcement officer on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer at the jail with an arrest warrant, citation, court order or other documentation satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement. The officer delivering the person to the jail shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will Wapato have assumed custody of and responsibility for the person to be confined. Upon release from the jail for any reason, Wapato no longer is in custody of Milton inmates.

4. RIGHT OF INSPECTION

Milton shall have the right to inspect, at all reasonable times, all of the Wapato Jail in which Milton's inmates are confined in order to determine if such jail maintains standards of confinement acceptable to Milton and that such inmates therein are treated equally regardless of

race, religion, color, creed or national origin; provided, however, that Wapato shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

5. FURLOUGHS, PASSES, AND WORK RELEASE

Wapato agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. Provided, Wapato shall be under no obligation to allow furloughs, passes, work crews, electronic home detention or work release.

6. INMATE ACCOUNTS AND VALUABLES

(a) Wapato shall establish and maintain an account for each inmate received from Milton and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this Agreement, the inmate's death, or return to either Milton or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of Milton. Upon release from incarceration, Wapato shall return any remaining money to the prisoner.

(b) Wapato shall receive and store property for Milton inmates. The property shall fit in a property bag such as a paper grocery bag or small clear plastic bag.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Wapato to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Wapato, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement, or which are not otherwise required by law.

8. MEDICAL SERVICES

(a) Inmates from Milton shall receive and Wapato shall arrange for such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Wapato Jail and shall notify Milton prior to any consultation for non-emergency outside services. Except for in-house routine minor medical services that can be treated by Wapato Jail staff, Milton shall pay directly or reimburse Wapato for all costs associated with the delivery of any medical, psychiatric and/or dental services provided to Milton inmates; provided that Milton has the option to remove inmates, if at Milton's discretion, it believes that another jail would be more appropriate for addressing the inmate's medical needs.

(b) Wapato shall keep adequate records of all such services and said records shall be available for Milton's review at its request.

(c) Except in emergencies, Milton will be notified by contacting the Milton Police Department on-duty supervisor or Commander at (253) 922-8735 or (253) 922-6633, prior to the

inmate's transfer to a hospital and nothing herein shall preclude Milton from retaking the ill or injured inmate(s). Any emergency medical, psychiatric, or dental services shall be reported to Milton as soon as time permits.

(d) If inmates held on Milton charges are transported to a local hospital facility, the short term security of said inmates shall be the responsibility of the City of Wapato. Short term security is defined as less than three (3) hours.

9. DISCIPLINE

Wapato shall have physical control over and power to execute disciplinary authority over all Milton inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the State of Washington.

Milton inmates shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail.

10. RECORDS AND REPORTS

Wapato shall keep all necessary and pertinent records concerning Milton inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in the Wapato Jail, Milton shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

11. REMOVAL FROM THE JAIL

A Milton inmate legally confined in the Wapato Jail shall not be removed there from by any person without written authorization from Milton or by order of any court having jurisdiction. Wapato agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the inmate or to other inmates or Wapato Jail personnel. In the event of any such emergency removal, Wapato shall inform Milton of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

12. ESCAPES

In the event any Milton inmate shall escape from Wapato's custody, Wapato will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Milton. Wapato shall have the primary responsibility for and authority to file escape charges and direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connections therewith shall be chargeable to and borne by Wapato; however, Wapato shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

13. DEATH OF AN INMATE

(a) In the event of the death of a Milton inmate, the Yakima County Coroner shall be notified. Milton shall receive copies of any records made at or in connection with such

notification.

(b) Wapato shall immediately notify Milton of the death of a Milton inmate, furnish information as requested and follow the instructions of Milton with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Milton. Written notice pertaining to the release shall be provided within three weekdays of receipt by Milton of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Milton. With Milton's consent, Wapato may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Milton. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Milton shall receive a certified copy of the death certificate for any of its inmates who have died while in Wapato's custody.

14. REMOVING OF INMATES

Wapato reserves the right to refuse to accept an inmate, not meeting the intake criteria outlined in part 3 above, or refuse to continue to house an inmate if the inmate, in the opinion of Wapato personnel, has an illness or injury which may adversely affect Jail operations, presents a substantial risk of escape, or is a threat to the safety or general welfare of Wapato personnel or other inmates. In the event the confinement of any Milton inmate is terminated for any reason Milton shall, at its expense, retake such inmate from the Wapato Jail within (4) hours after receipt of such request. In the event Wapato requests an inmate be removed, Wapato shall provide written notice (email is acceptable) to the Milton Police Department indicating why Wapato requested removal of the inmate.

15. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington and the ordinances of the City of Wapato, where applicable, shall govern in any matter relating to an inmate(s) confined pursuant to the Agreement.

16. DURATION

This Agreement shall enter into full force and effect from _____, 2015, and renew automatically on the first day of each year, subject to earlier termination as provided by Section 17 herein. Nothing in the Agreement shall be construed to require Milton to house inmates in the Wapato Jail continuously.

17. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the office of financial management and the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) working days after receipt of such notice. Milton agrees to remove any inmate(s) from the Wapato Jail by the close of said ninety (90) day notice period. Notice shall state the grounds for termination and the specific plan for accommodating the affected inmates.

(b) By Milton due to lack of funding. The obligation of Milton to pay Wapato under the provision of this Agreement beyond the close of the current fiscal year (December 31, 2015) is

expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Milton. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after December 31, 2015, then Milton shall have the option of terminating the Agreement upon written notice to Wapato as provided in subsection 17(a), except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Milton.

(c) In the event of termination of this Agreement for any reason, Milton shall compensate Wapato for inmates housed by Wapato after notice of such termination until Milton retakes its inmates. Compensation shall be paid in the same manner and at the same rates set forth under Section 2, just as if this agreement had not been terminated.

18. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Wapato: City of Wapato
 205 E 3rd St
 Wapato, WA 98951-1326

Contact Person: Richard Needham, Chief of Police

City of Milton: City of Milton
 1000 Laurel St.
 Milton, WA 98354

Contact Person: Tony Hernandez, Chief of Police

19. HOLD HARMLESS AND INDEMNIFICATION

(a) Wapato will assume the liability for the custody and care of Milton inmates once they are in the custody of Wapato. Wapato shall defend, indemnify and hold Milton, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with Wapato's performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Wapato.

(b) Wapato will assume no liability for the custody and care of Milton inmates when they are not in the custody of Wapato. Milton shall assume the liability for the custody and care of Milton inmates while in the custody of Milton. Milton shall defend, indemnify and hold Wapato, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with Milton's performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Milton. In addition, Milton shall defend, indemnify and hold Wapato harmless for any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, arising out of or in connection with any and all allegations of false arrest or false imprisonment.

(c) It is further specifically and expressly understood that the indemnification provided

herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

20. INSURANCE REQUIREMENTS

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance coverage from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each party shall obtain and maintain throughout the term of this agreement coverage in the minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including commercial general liability, errors and omissions, automobile liability and police professional liability. Liability coverage shall be provided on an occurrence basis.

(c) The coverage evidenced in Section 20(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the City of Wapato from liability for losses and settlement expenses greater than these limits.

21. MISCELLANEOUS

(a) Milton inmates incarcerated in the Wapato Jail pursuant to this Agreement shall be transported to Wapato by and at the expense of Milton and shall be returned, if necessary, to Milton by Milton personnel and at Milton's expense. Wapato is not responsible for transportation of Milton inmates under this Agreement and shall be reimbursed by Milton for any actual expenses incurred in transport of an inmate if, in fact, transportation of an inmate by Wapato becomes necessary.

(b) It is the policy of Wapato and Milton that no person should be subjected to discrimination by either entity or its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation, disabled or Vietnam veteran era veteran status or the presence of any physical, mental or sensory disability.

(c) No waiver of any right under this agreement shall be effective unless made in writing by the party bound thereby. Failure to insist on full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance, or any later nonperformance.

(d) A copy of this agreement, once executed, will be filed with Yakima County and Pierce County, and/or placed on each party's website pursuant to RCW 39.34.040.

(e) This Agreement replaces and supersedes all prior agreements between the Parties relating to jail services.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF MILTON

Dated: _____

CITY OF WAPATO

Dated: _____

Debra Perry, City of Milton Mayor

Jesse Farias, City of Wapato Mayor

Tony Hernandez, Chief of Police

Richard Needham, Chief of Police

ATTEST:

ATTEST:

Katie Bolam, City Clerk

Gloria Acosta, Deputy Clerk-Treasurer

Approved as to Form:

Approved as to Form:

Bio Park, City Attorney

Sara Watkins, City Attorney

[Back to Agenda](#)



Agenda Item #: 7B

Back to Agenda Bill

To: Mayor Perry and City Council Members
From: Public Works Director Michael Mecham
Date: May18, 2015 Regular Session
Re: Professional Services Agreement for Cascade Right of Way Services, Inc

ATTACHMENTS

- Consultant Agreement
- Exhibit A: Scope of Work
- Exhibit B: Work Schedule
- Exhibit C: Fee Schedule

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action:

“I move to approve the professional services agreement for Cascade Right of Way Services, Inc. and authorize the Mayor to sign the accompanying contract.”

Fiscal Impact/Source of Funds: The City has a grant for the construction, but the real estate acquisition and accompanying services will need to be funded from the Capital Projects Fund #310.

Background: The City received a Federal Highways Congestion Management and Air Quality (CMAQ) grant in the amount of \$622,174 to construct new sidewalks on Milton Way from 17th Avenue to 22nd Avenue. The City's match for this Project is \$97,186. These funds are for engineering and construction. This project links more of Milton Way to provide a continuous sidewalk along Milton Way. City staff with the assistance of Washington State Department of Transportation staff interviewed three firms who responded to the project advertisement. Cascade Right of Way Services Inc. was viewed as the most responsive. The proposal from Cascade Right of Way Services, Inc. is \$36,534.40. The real estate professional services and acquisition costs will be funded from Capital Projects fund #310. This proposal is for professional services to acquire the real estate and not for purchase of the real estate.

The real estate to be acquired is a 1,220 square foot right of way, a 600 square foot utility easement, and four temporary construction easements. The estimated purchase cost of the real estate is \$55,000.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER Milton Way Pedestrian Improvements #82	WORK DESCRIPTION Right of way acquisition services
CONSULTANT Cascade Right of Way Services, Inc.	CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO. Brian Fagernes P.O. Box 881 Rochester, WA 98579 (360) 791 1188
FEDERAL I.D. NO.	BUDGET OR FUNDING SOURCE
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. Michael Mecham, P.E. Public Works Director, City of Milton 253.922.8738	MAXIMUM AMOUNT PAYABLE, IF ANY \$36,534.40
COMPLETION DATE	

THIS AGREEMENT is entered into on _____, 20__ between the City of Milton, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the

work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work product should be provided to the City in a format compatible with City software, except to the extent expressly waived in the attached exhibits.

7. Independent CONSULTANT. The CONSULTANT is an independent CONSULTANT for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, sub-contractors or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, sub-contractor or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

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

A. 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 CONSULTANTS and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of one million dollars (\$1,000,000) or more against claims arising out of work provided for in this agreement.

B. 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.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this Agreement and the portions of this Agreement preceding the signature lines (paragraphs 1-21), the terms of paragraphs 1-21 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in paragraph 8 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten days written notice to the CONSULTANT. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination,

the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, sub-contractor, supplier or material man, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future. During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- a. The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- b. The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
- d. The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. In the event of the CONSULTANT's non-compliance with the non-

discrimination provisions of this contract, the CITY shall impose such contract sanctions as it or the WSDOT or USDOT may determine to be appropriate, including, but not limited to (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or (2) cancellation, termination, or suspension of the contract, in whole or in part.

- f. The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-contractor or procurement as the CITY or WSDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the CONSULTANT may request the CITY enter into such litigation to protect the interests of the city and, in addition, the CONSULTANT may request the WSDOT and USDOT enter into such litigation to protect the interests of the state and United States, respectively.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-contractors approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Arbitration. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties shall refer such dispute for definitive resolution by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”), which rules and procedures are deemed to be incorporated by reference into this Agreement, subject to the provisions of this Section. The place of arbitration shall be Milton, Washington or such other location mutually agreed by the parties. The judgment of the arbitrator shall be binding upon the parties and may be filed in and enforced by any court having proper jurisdiction. It is the express intention and understanding of the parties that each shall be entitled to enforce his or its respective rights under any provision hereof through specific performance in addition to recovering damages caused by a breach of any provision hereof and to obtain any and all other equitable remedies as may be awarded by the arbitrators. In any such arbitration, the prevailing party shall be entitled to recover its costs, including without limitation

reasonable attorneys' fees, and the non-prevailing party shall pay all costs of the arbitration. If neither party is determined to be the prevailing party, each party shall bear its own costs and attorneys' fees and one-half (1/2) the costs of the arbitration. In assessing costs and attorneys fees, the parties agree to be bound by RCW 4.84.250 through 4.84.300, as now or hereafter amended, provided that there shall not be any limit on the amount of damages subject to the offer of settlement process and any timelines based on the service of a summons and complaint shall instead be based on the service of a written notice demanding arbitration.

The provisions of this Section shall survive the termination of this Agreement.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. City Business License and Code of Ethics. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF MILTON:

By: _____
Title: _____

Debra Perry, City Mayor

ATTEST/AUTHENTICATED:

Katie Bolam, City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A to contract

Cascade Right-of-Way Services, Inc. Scope of Work

City of Milton / Gray & Osborne, Inc. Milton Way Improvement Project (17th to 23rd)

The City of Milton (CITY) and Gray & Osborne, Inc. are in the process of designing improvements to the above named project. The proposed improvements require that additional right-of-way be acquired from up to two (2) parcels and Temporary Construction Easements from an additional five (5) parcels.

Process

Cascade Right-of-Way Services, Inc. (CONSULTANT) will provide valuation and negotiation services for the above stated property interests using procedures specified herein and in accordance with the Washington State Department of Transportation (WSDOT) *Right-of-Way Manual* and *Local Agency Guidelines*, which by this reference are made a part of this Agreement.

The CONSULTANT will contract with an appraiser listed on the latest WSDOT Fee Appraiser List for valuation services.

The CONSULTANT will contact property owners, advise them of the process, assemble negotiation packages, and schedule appointments. The CONSULTANT will supply all necessary transfer documents using city approved forms (excluding legal descriptions which will be provided by Gray & Osborne). The CONSULTANT will manage the documents, obtain signatures, and submit them to the CITY for approval along with coordinating closings through escrow.

The CONSULTANT will provide the following:

1) Valuation of Proposed Acquisition Areas

The CONSULTANT will contract with a WSDOT-approved appraiser for valuation services. The appraiser will prepare a Project Funding Estimate and Administrative Offer Summaries (AOS) for up to seven (7) parcels. It is assumed the project will require no more than two sets of comparable sales data. Due to the nature of the parcels, no full appraisal reports (and subsequent review appraisals) are anticipated. In the event the preparation of any appraisal reports or review appraisal reports becomes necessary, it will be considered extra work.

2) Preparation of Documents

The CONSULTANT will prepare and provide First Offer Letters, Request for Taxpayer Identification Number and Certification documents (W-9), Real Property Vouchers, Real Estate Tax Affidavits, Road Construction Agreements and Deeds using forms approved by the CITY. Gray & Osborne will provide legal descriptions and parcel exhibits in an electronic format suitable for recording. The CONSULTANT will also prepare the Right-of-Way Diaries for documentation of individual parcel contacts.

3) Negotiations

The CONSULTANT will assemble negotiation packages, contact property owners to schedule an appointment to begin negotiations, and advise them of the process. Absentee owners will be contacted and negotiations conducted by telephone. The CONSULTANT will notify the CITY of those owners with whom contact could not be made and request direction on how to proceed.

At the first negotiation meeting or phone conversation with each property owner or their agent, the CONSULTANT will explain the purpose and need for the project, identify what is needed from each owner's property for the project, attempt to receive a commitment from the owner to accept the CITY'S offer, and make record of all information needed to prepare closing documents.

The CONSULTANT will assure that negotiations are performed only to the limit of authority delineated by the title reports, project maps, determined fair market value, procedures manual, acquisition schedule, or written instructions issued by the CITY or Gray & Osborne.

The CONSULTANT will work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

The CONSULTANT will provide a diary with all negotiation packages submitted to the CITY. The diary information will include, at a minimum, the time, place, amount of offer, to whom the offer was made, parties present, and owner response. In addition to the standard diary, a commitment file will be prepared which will document all commitments specified within the Road Construction Agreements on each parcel.

The CONSULTANT will assure that up to three contacts are made with each interested owner or owner's representative in order to acquire valid title to the needed property rights as shown on the project right-of-way plans or as instructed in writing by the CITY. Any additional personal contact with the owner or their representative will be negotiated as extra work.

Following a successful negotiation, all closing documents will be presented to the owner for signature. When all documents are signed, the CONSULTANT will deliver them to the CITY for review and signing and then coordinate the closing with an escrow company approved by the CITY. The CITY will pay for all recording fees, title reports, and typical closing costs. Should any documents require revisions or if the terms are found unacceptable to the CITY, the CITY will make clear the appropriate revisions required for re-negotiations.

4) Escrow Coordination

Included in this task is time associated with addressing any closing issues associated with the transactions. It is assumed the CITY will contract directly with an escrow company for closing. When the CITY receives acceptable documents from the CONSULTANT, they will be signed by the CITY and forwarded to the title/escrow company for processing, recording and closing. The escrow company will be responsible

for the preparation and receipt of all signatures for all documents such as Waivers of Compensation, Requests for Partial Re-conveyance, and satisfaction of all liens and encumbrances for each parcel.

In the event the escrow company needs additional information from property sellers, the CONSULTANT will assist the title company in obtaining the needed information. As each transaction is closed, the escrow company will then record all documents and return originals to the CITY.

5) WSDOT Coordination for R/W Certification

The CONSULTANT will provide copies of the offer packages to the WSDOT Local Agency Coordinator for review and make any necessary amendments prior to the offers being made. Upon completion of the acquisition process, the CONSULTANT will coordinate with WSDOT to have the files reviewed and make any necessary amendments for right-of-way certification.

6) Valuation Services

To be provided by Appraisal Solutions Northwest, Inc.

7) R/W Procedure Review

Included in this task is time associated with reviewing the CITY'S right-of-way policies and procedures.

Condemnation

If the CONSULTANT does not reach a successful agreement with the owner(s), the documents will be referred to the CITY. The CITY will then decide on the next step with any unsuccessful negotiations. The CITY may wish to proceed with condemnation. Condemnation proceedings are the responsibility of the CITY. The preparation, negotiation and execution of Possession & Use Agreements are considered a part of the condemnation process.

Relocation

It is assumed that no relocation will be required for this project. If relocations are found to be necessary and the CITY wishes to have the CONSULTANT assist in the relocation process, that work will be negotiated and added by supplemental agreement.

Expenses

Direct expenses associated with limited liability guarantees, title reports, title insurance, escrow fees, other closing costs and payments to property owners will be the responsibility of the CITY.

Survey

Gray & Osborne will stake the existing and proposed right-of-way lines with nails, lath or paint at intervals sufficient to provide inter-visibility.

Potential Donation

In the event the School District opts to donate the needed right-of-way, the CONSULTANT will draft donation documents for review by both parties. This may eliminate the need for Administrative Offer Summaries on the School District parcels if the district makes the

determination early in the project. This donation option would be coordinated with WSDOT to ensure full compliance with the Uniform Act.

End of Scope of Work

Exhibit “B” Schedule

Milton Way Improvement Project (17th to 23rd)

June 1, 2015 – Anticipated authorization to proceed and begin preparation of Project Funding Estimate and Administrative Offer Summaries (AOSs). Contact school district to inquire if they will be willing to donate the needed r/w. Work with engineer to ensure the r/w plans are approved by WSDOT’s Real Estate Services Department.

July 1, 2015 – Submit Project Funding Estimate and AOS to City and WSDOT for review/endorsement along with the offer package for each parcel

July 15, 2015 – Upon receipt of WSDOT and City approval, present offers to owners and attempt to receive a commitment for the needed property interests.

July 15 to August 31– Evaluate where the transactions are at in the process as the negotiations progress and inform the City and the Engineers of any outstanding issues.

August 31 to September 30 – Continue closing any remaining transactions and work with WSDOT to review all files/obtain certification of the r/w

*Note: The above is an estimated schedule and much of the schedule is dependent upon owner responsiveness and general attitude towards the project. It is also assumed there will be no partial releases of mortgages required for the transactions as they are minor in nature.

Exhibit C - Fee Schedule

Consultant Fee Determination – Man-Hour Sheet Fee Schedule

City of Milton / Gray & Osborne, Inc. Milton Way		
TASK #		R/W Agent Hours
1	Valuation Coordination	
	Coordinate with appraiser/landowners	8
2	Preparation of Documents	
	Individual Document Preparation	28
3	Negotiations	
	Assemble packages	8
	Negotiations	94
	Follow up and documentation of contacts	6
4	Escrow Coordination	
	Coordination and management	21
5	WSDOT Coordination for R/W Certification	
	Coordination and management	24
6	Valuation Services	
	To be completed by Appraisal Solutions Northwest, Inc.	
7	R/W Procedure Review	3
	HOURS PER DISCIPLINE	192

**Consultant Fee Summary Sheet
(Specific Rates of Pay)
Fee Schedule**

NEGOTIATED HOURLY RATE (NHR):						
Classification	Man Hours	X	Rate	=	Cost	
RIGHT-OF-WAY AGENT	192	X	\$115.00	=	\$22,080.00	
Total Hours =	192				Total NHR =	\$22,080.00
REIMBURSABLES:						
MILEAGE @	2,240	X	0.56	=	\$1,254.40	
MISC. EXPENSE	0			=	\$0.00	
			SUB TOTAL			\$1,254.40
SUBCONSULTANT COST:						
Appraisal Solutions Northwest @	\$12,000.00	X	1.10	=	\$13,200.00	
			SUB TOTAL			\$13,200.00
MANAGEMENT RESERVE FUND						
SUB TOTAL	\$36,534.40	x	0%	=	\$0.00	
TOTAL				=	\$36,534.40	

**Consultant Fee Determination – Reimbursable Expenses
Fee Schedule**

CATEGORY	QUANTITY	COST	UNIT	TOTAL COST
Copies	n/a	\$0.10	each	\$0.00
Telephone	n/a	n/a		\$0.00
Postage/Shipping	n/a	\$0.00		\$0.00
Field Supplies & Expenses	n/a	\$0.00		\$0.00
Mileage	2,240	\$0.56	/mile	\$1,254.40
Per Diem	n/a	n/a		\$0.00
			TOTAL	\$1,254.40



Agenda Item #: 7C

[Back to Agenda](#)

To: Mayor Perry and City Council Members
From: Police Chief Tony Hernandez
Date: May 18, 2015 Regular Session
Re: Authorize City of Black Diamond ILA for IT Services

ATTACHMENTS: A. Information Technology Services Agreement

TYPE OF ACTION: Amended Fee Resolution

Information Only Discussion Action Expenditure Required

Recommendation/Action: "I move to approve the Interlocal Agreement for IT Services with the City of Black Diamond, with an effective start date of July 1, 2015."

Fiscal Impact/Source of Funds: IT Service contract revenue shall begin July 1, 2015 with an initial startup and administrative fee of \$1,500.00 and \$4,000.00 per month, plus mileage, annual CPI increases, and established IT support rates. These rates are for services necessary to function in 24 hour environments and are in addition to the monthly and mileage fees.

Issue: The City of Black Diamond has identified a need to have IT services and support based on the attached ILA with one day a week dedicated onsite support, and remote assistance otherwise.

Background: The City of Milton started a regional IT support structure, and the City of Black Diamond would like to participate. Black Diamond is currently being supported by the City of Auburn, and their contract ends June 30, 2015.

Discussion: The regional IT support model in Milton has already begun, and Black Diamond is interested and requesting our services. Additional contracts are being discussed with other municipalities.

**CITY OF MILTON – CITY OF BLACK DIAMOND
INTERLOCAL AGREEMENT FOR
INFORMATION TECHNOLOGY SERVICES**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of _____, 2015, by and between the CITY OF MILTON, a municipal corporation of the State of Washington (hereinafter referred to as “Milton”), and the CITY OF BLACK DIAMOND, a municipal corporation of the State of Washington (hereinafter referred to as “Black Diamond”),

WITNESSETH:

WHEREAS, Black Diamond seeks professional information technology (“IT”) services; and

WHEREAS, Milton has the requisite skills, resources, and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties hereto do hereby agree as follows:

1. SCOPE OF SERVICES

Milton agrees to perform for Black Diamond, in a workmanlike and professional manner the tasks specific to IT support of Black Diamond described on Exhibit A which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a “task,” and collectively referred to as the “services.”) Milton shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Black Diamond. Milton shall perform the services described in Exhibit A, which is attached hereto and by this reference made a part of this Agreement.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional IT services are required by Black Diamond beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Milton has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Milton’s performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and

be construed in accordance with the terms and conditions of this Agreement.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which IT services other than those described on Exhibit A are desired by Black Diamond and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of Milton's performance of the requested services. Milton hereby agrees that it shall perform such services upon the request of an authorized representative of Black Diamond at a rate of compensation to be mutually negotiated in connection therewith which is consistent with the reasonable cost of service provision and the IT marketplace. Any such additional IT services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

4. Black Diamond RESPONSIBILITIES

Black Diamond shall do the following in a timely manner so as not to delay the provision of services by Milton:

- a. Designate in writing a person to act as Black Diamond representative with respect to the services described in Exhibit B. Black Diamond designee shall have complete authority to transmit instructions, receive information, interpret and define Black Diamond policies and decisions with respect to the services, except in the event of an emergency, see Exhibit A.
- b. Furnish Milton with all information, criteria, objectives, schedules and standards for the services provided for herein.
- c. Arrange for access to the property or facilities as required for Milton to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Milton and render decisions regarding such documents in a timely manner to prevent delay of the services including passwords, facility access and data systems for which Black Diamond is requesting support. Whenever possible and appropriate; Milton shall use "remote access" technology to support Black Diamond systems to limit onsite costs. Such examples include Firewall, router, computer, Domain controller, active directory, law enforcement support and secured/encrypted access to systems designated by Black Diamond to be supported by Milton.
- e. Black Diamond Police Department must complete, and authorize necessary state documents related to "Agency Authorization" designating City of Milton as IT Technical contact and complete a "Management Control Agreement" filed with Washington State Patrol that will allow Milton IT staff to work with CJIS and ACCESS information including SSID, Mnemonics and ORI information to support the law enforcement systems.

5. ACCEPTABLE STANDARDS

Milton shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and professional standard consistent with standards in the IT industry.

6. COMPENSATION

Compensation for Milton's performance of the services provided for herein is attached as Exhibit B. One-time setup, administration and remote license fee of \$1500.00 due on contract execution. This annual sum and the cost of servicing shown on attached Exhibit B shall be increased January 1, 2016, and each January 1 thereafter, by an amount equal to 2% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index - U, whichever is greater for the term of this Agreement.

Milton shall submit to Black Diamond a monthly invoice and Black Diamond shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to Milton thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Milton shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The initial term of this agreement shall be thirty six (36) months and may be extended thereafter by written agreement of the Parties 60 days prior to term end. It is provided, however, that either party may cancel this Agreement with or without cause upon sixty (60) days written notice to the other party.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Milton as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Black Diamond, and may be used by Black Diamond for any purpose beneficial to Black Diamond. Public records requests shall be the responsibility of Black Diamond; however Milton may assist at Black Diamond request at the hourly rates provided under exhibit B for special projects.

9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by Black Diamond for a period of up to

three (3) years from the final payment for work performed under this Agreement.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, Milton agrees that, notwithstanding such dispute or conflict, Milton shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if Black Diamond fails to pay for the services provided by Milton in accordance with Section 6, Milton may cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Ron Tiedeman, Information Technology Director or designee on behalf of Milton, and by Black Diamond, City Administrator or designee on behalf of Black Diamond. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF MILTON
Information Technology Director
Ron Tiedeman
1000 Laurel Street
Milton, WA. 98354
(253)-922-8735

CITY OF BLACK DIAMOND
City Clerk
Brenda Martinez
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010
(360) 886-5700

rtiedeman@cityofmilton.net

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

13. INSURANCE

Black Diamond shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Black Diamond membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to Milton.

Milton shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Milton's membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to Black Diamond.

14. INDEMNIFICATION

a. Black Diamond shall indemnify and hold Milton and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Milton arising out of, in connection with, or incident to the execution of this Agreement and/or Black Diamond's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Milton, its agents, employees, and/or officers, and the City of Black Diamond, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Black Diamond; and provided further, that nothing herein shall require Black Diamond to hold harmless or defend Milton, its agents, employees and/or officers from any claims arising from the tortious act or sole negligence of Milton, its agents, employees, and/or officers. No liability shall attach to Milton by reason of entering into this Agreement except as expressly provided herein.

b. Milton shall indemnify and hold Black Diamond and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Black Diamond arising out of, in connection with, or incident to the execution of this Agreement and/or Milton's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Black Diamond, its agents, employees, and/or officers, and the City of Milton, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Milton; and provided further, that nothing herein shall require Milton to hold harmless or defend Black Diamond, its agents, employees and/or officers from any claims arising from the tortuous act or sole negligence of Black Diamond, its agents, employees, and/or officers. No liability shall attach to Black Diamond by reason of entering into this Agreement except as expressly provided herein.

This Section shall survive termination of this Agreement.

15. WAIVER OF SUBROGATION

Milton and Black Diamond hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be

insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of Milton or Black Diamond.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.

c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Semi-annual operational review and service meetings shall be held with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be listed by the parties on their websites as provided for in RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MILTON

CITY OF BLACK DIAMOND

Debra Perry
Milton Mayor

Carol Benson
Black Diamond Mayor

Attest:

Attest:

Katie Bolam,
Milton City Clerk

Brenda Martinez,
Black Diamond City Clerk

Approved as to form:

Approved as to form:

Print Name: Bio Park
City Attorney

Print Name: _____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

ON THIS _____ day of _____, 2015, before me personally appeared _____ and _____ to me known to be the _____ and _____ of _____, a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

ON THIS _____ day of _____, 2015, before me personally appeared _____ and _____ to me known to be the _____ and _____ of _____, a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____

My Commission Expires: _____

**EXHIBIT A
SCOPE OF SERVICES**

Services Provided:

- Onsite Milton IT Staff Presence: Milton primary support function will be via remote access and administration with primary contact and support provided through email: ITsupport@CityofMilton.net and phone support. Remote login and various types of technical configuration management will be utilized to minimize onsite and travel charges. Under this service level, Black Diamond will be allotted “onsite technical staff presence” 1 day (7.5 hours) per week specific to meeting onsite support and technical requirements which will include an hour for lunch and appropriate travel time. Day and times will be coordinated with Milton IT availability and may be altered through written request process identified in section 11 above. Milton IT staff will also respond onsite to all technical matters not repairable remotely utilizing allotted onsite hours or through authorized request at stated rate, and will attempt to respond to non-critical items in multiples to minimize trips where possible. All other support shall be provided remotely where possible.
- General network and desktop support including setup, configuration, and onsite handling. Special projects or “last minute” projects may incur charges based on an individual and mutually agreed basis.
- Maintenance and management of Servers and “back-end” equipment to include:
 - Telephones, servers, network equipment (routers, firewalls, switches)
 - Server administration, including user setup, access, email and help desk functionality
- Purchasing: Recommendations, quotes, vendor discussions shall be provided by Milton IT. Purchasing, purchase orders and requisitions will be the responsibility of Black Diamond.
 - Black Diamond can be added to certain City of Milton software and hardware agreements to receive similar volume and cost savings where applicable. Such areas including Microsoft volume licensing, Springbrook, Sharepoint, Antivirus protection, Netmotion and others.
- Web Services –
 - Services may be available at Black Diamond request.
- Backup operations, offsite storage and disaster recovery
 - Milton will evaluate current backup and disaster contingency plans and make recommendations. Typically this includes weekly offsite storage which is paid for by customer including configuration of daily incremental and differential backups.
 - Disaster recovery may result in an addition of services, or evaluation and recommendation to enhance business continuity and operations based on current procedures.
- Application and software end user support
- Vendor coordination and management as needed
- Operating system, and software patch management
- Technical recommendations including:
 - Long and short term strategic planning
 - Disaster recovery and business continuity planning

- Technology budget recommendations and planning
- Audit documentation and assistance with CJIS and WCIA annual audits

Requesting support:

All requests for service should be emailed to ITSupport@CityofMilton.net. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is preferred with a response via phone call or email from Milton staff. The request will be forwarded to City of Milton technical staff for resolution. Persons authorized to request support on a non-emergency basis are Black Diamond employees or their designee.

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm, we will try to respond within 30 minutes of support email receipt. During high call volumes, we will assist you as soon as possible.

With authorization of Mayor, City Administrator or Police Chief, support outside regular business hours will be provided on an emergency basis. If you need an immediate response during off hours and have the appropriate authorization, please call Milton on-call phone number at 253-922-8735 with the name of authorizing person and nature of issue.

Service Limitations:

- City of Milton will assist and provide recommendations on network security but security remains the responsibility of City of Black Diamond.
- City of Milton will document, and present information relevant to technical audits however compliance will be the responsibility of City of Black Diamond, including PCI Compliance, CJIS and ACCESS Audits.
- City of Milton will assist and provide installation and recommendations on hardware and software purchases. All hardware and software purchases are the responsibility of City of Black Diamond.

Additional Services:

City of Milton may provide additional services, or alter existing services through the appropriate approval process and addendum.

Additional services may include in partnership, but are not limited to:
Strategic Planning, business continuity and Disaster Recovery Plans
Capital replacement, rotation, and equipment improvement schedule
GIS program and Services
Bulk Licensing and Shared Licensing Support
Web Application and Design project management
Joint application and program grant application and management
Public Records Request

Billing:

All service will be billed monthly according to Exhibit B. Services that are billed on an hourly basis will include a brief description of the service and the department where the service was performed. Monthly charges for service are based on an estimated 500 helpdesk requests annually. In the event annual helpdesk requests exceed 500 tickets, City of Black Diamond agrees to negotiate these additional services which may include mutually agreed adjustments to monthly, annual or reoccurring service charges.

**EXHIBIT B
COST OF SERVICES**

Support Function	Operating Hours	Billing rate	Monthly cost
General Network and desktop maintenance and support including operating system patch management, virus system software management, general troubleshooting and problem resolution that can be via remote access/phone and minimal Milton office visits where deemed possible allowing equipment drop off and minimal hands on configuration support.	M - F, 7 a.m. - 5 p.m. excluding holidays	\$4000.00 / month effective May 1, 2015 and monthly thereafter plus mileage based on IRS standard mileage rate	\$4000.00
One-time administration, setup and remote license fees.	N/A	\$ 1500.00	N/A
Network and desktop repair and maintenance that require onsite support or special projects with proper approval.	M - F, 7 a.m. - 5 p.m. excluding holidays	Included. Mileage billed separately and based on IRS standard mileage rates	Billed separately
Special project, additional services, or project management outside of typical support. (Examples include: facility planning, large scale moves, adds, changes, system wide projects requiring additional Milton time and or schedule alteration)	M - F, 7 a.m. - 5 p.m. excluding holidays	\$110.00 / hour with one hour minimum plus mileage based on IRS standard mileage rate	Billed separately
All support responses by Milton technical support staff. Note: Milton technical support staff will not respond without authorization from City of Black Diamond Mayor, Police Chief or City Administrator.	Non business hours, afterhours, emergency response	\$150.00 / hour with one hour minimum plus mileage based on IRS standard mileage rate	Per incident as required
Netmotion Client Software	n/a	Option	Per Client
Virus Protection Software	n/a	Option	Yearly

Back to Agenda Bill



Agenda Item #: 7D

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To: Mayor Perry and City Council Members
From: Police Chief Tony Hernandez
CC: Ron Tiedeman, Director Information Technology
Date: May 18, 2015 Regular Session
Re: Authorization of Positions for Information Technologies Department

ATTACHMENTS: A. Proposed Systems Administrator Job Description
B. Proposed Systems Support Specialist Job Description

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommended Motion: “I move to approve the establishment of the Systems Administrator and Systems Support Specialist position(s) for the City of Milton, contingent on the completion of the collective bargaining process, and add them to the 2015 budget.”

Fiscal Impact/Source of Funds: The base salaries for the position(s) are being proposed at Union Contract Range18 (\$4,251 - \$5167) for the Systems Administrator, and Union Range 14 (\$3675 - \$4467) for the Systems Support Specialist. The cost will be allocated based on IT Service contract revenue. The positions will be implemented upon executed contracts.

Background: The Council approved the creation of a City of Milton IT Department, structured under the Police Department, in March of 2015.

The City of Milton IT Department has negotiated an IT service contract with the City of Black Diamond in an annual amount of \$48,000 plus annual CPI increases, pending Council approval, with a July 1, 2015 support start date.

Issue: To adequately support the contract and the 24 x 7 IT support needs of both cities, a Systems Administrator position is necessary.

Discussion: Per previous discussions with Mayor and Council regarding IT contract services, a regional IT support program will be successful. Pending City Council approval of the interlocal agreement for IT services with the City of Black Diamond, the program would begin official implementation on July 1, 2015.

We are confident additional cities will soon join the program, and hiring one position now to begin the migration and support of Black Diamond is necessary. The additional position is requested pending additional contracts and service needs.



POSITION DESCRIPTION

Job Title	Systems Administrator
Department	Information Technologies
Representation	IBEW 483 (International Brotherhood of Electrical Workers)
Status	Non-exempt

DEFINITION

Under the direction of the Director of Information Technology (IT), provides coordination, oversight, technical support and training for the assigned area(s) of responsibility; assures the optimization and operational compliance of both hardware and software for the assigned area(s) of responsibility including IT service agreement support requirements; maintains and supports current and anticipated technology needs; provides cross-functional support and maintenance of associated systems. Employees in this job classification are assigned to multiple areas of IT responsibility, including but not limited to systems and network administration, police systems, desktop/ mobile support, telecommunications, and IT support for contract agencies. Areas of responsibility may be reassigned and/or redistributed as necessary to maintain the operational and administrative needs and efficiencies of the City including all other duties as assigned.

SUPERVISION

Employees in this job classification function with considerable independence and under limited supervision within their assigned area(s) of responsibility reporting to the Director of Information Technology. .

ESSENTIAL FUNCTIONS

- Administers all aspects of responsibility for assigned system(s) with emphasis in system and network administration, police/fire systems, desktop support, telecommunications (telephone, cellular, wireless, radio), and project management.
- Administers assigned servers and desktop /pc / mobile support in a computerized information network, which may include: Server setup, configuration, backup, SAN and disaster recovery operations.
- Ensures a highly available environment leveraging ITIL service management delivery best practices and technologies to manage the capacity of the environment.
- Provides technical assistance and training to end users in the use of assigned system(s) acting as “experts” in the advancement and training of systems software.
- Plans and participates in scheduled off-hours service outages and upgrades. Responds to incidents and problems on an on-call basis.
- Desktop, laptop, and end-user application and hardware support including imaging, software installation and support.
- Provides helpdesk support to users; records and tracks problems and follows up to ensure resolution, involving vendors and other Information Technology staff as necessary.
- Configures and ensures success of backup technologies on a daily basis.

- Enforces system and network security procedures in coordination with IT Director and Information Technology policies.
- Participates in planning of system and feature upgrades including cloud based services and support.
- Performs hardware and software maintenance, e-mail and spam monitoring, remote support and program installation, system configuration, and hardware and software configuration. Develops and maintains documentation, including standards, procedures and definitions.
- Deploys hardware and software and installs patches based on customer and application requirements; manages Public DNS; builds, configures, and deploys custom software packages.
- Creates scripts enabling management of server environment in Windows Active Directory environments.
- Performs and documents system operations processes and procedures including installation and testing of system upgrades, fail over, and configuration documentation.
- Assumes responsibility for related duties as required including attending meetings, conferences, workshops, and training sessions and reviewing publications and audio-visual materials to become and remain current on principles, practices, and new developments in technology and service delivery.

QUALIFICATIONS

Knowledge of:

- Thorough knowledge of IT support best practices including ITIL principles and procedures.
- Thorough knowledge of Active Directory, including but not limited to, replication, DNS, DHCP, WINS, Group Policy Administration, user account management, Antivirus (servers and desktops), IIS, Netmotion, license management, SSL and Root Certificate, Certificate server, certificate authorities and related key generation/PKI technologies.
- Substantial knowledge of cloud based services including MS Office 365 and online Exchange.
- Substantial knowledge of enterprise remote management and asset management software.
- Substantial knowledge of PC/Server hardware and software platforms, including but not limited to, desktop imaging, SAN (hardware and/or software), print queues, print servers, and related.
- Substantial knowledge of SAN technologies; backup and disaster recovery techniques and products.
- Substantial knowledge of network technologies including routing, switching, VLAN, VoIP, QoS, and firewall, DMZ configurations and support.
- Substantial knowledge of Microsoft products, and operation of IT systems in public- sector environments utilizing proprietary and non-proprietary software and services.

Ability to:

- Plan, implement and management concurrent projects with competing deadlines and priorities. Ability to troubleshoot and diagnose specific problems with computers, software, and associated equipment.

- Ability to analyze complex practices and provide insight and recommendations for integration of information resources into the performance of other operations and strategic processes.
- Ability to evaluate new circumstances and apply prior experience and knowledge with good judgment.
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines including managing multiple projects simultaneously, setting goals and developing an action plan to achieve them.
- Ability to establish and maintain effective working relations with elected officials, department directors, other employees and the general public.
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language.
- Ability to understand and follow oral and/or written policies, procedures, and instructions, use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions, and prepare and present accurate and reliable reports containing findings and recommendations.
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks; and the ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity, and inventiveness in the performance of assigned tasks.

Education and Experience:

- Bachelor's Degree in Computer Science, Computer Information Systems, or a related field and 4 years of increasingly responsible experience in computer support, system analysis or a related field; or any combination of relevant education and experience which would demonstrate the knowledge, skills and abilities required to perform the essential functions listed above.

DESIRABLE QUALIFICATIONS

Considerable (4-6 years) experience performing Systems or Network administration duties in a small to medium sized agency; VmWare Vsphere, CCNA, Network +, MSCE, ITIL V3 certifications are highly desirable or any combination of experience and training which provides the equivalent scope of knowledge, skills, and abilities necessary to perform the work.

SPECIAL REQUIREMENTS

Possession of or the ability to obtain and maintain a valid Washington State driver's license as required by the position. Ability to pass an extensive background check including NCIC fingerprinting and CJIS security and access authorization requirements.



POSITION DESCRIPTION

Job Title **Systems Support Specialist**
Department Information Technologies
Representation IBEW 483 (International Brotherhood of Electrical Workers)
Status Non-exempt

NATURE OF WORK

Responsible for providing assistance to City staff with desktop computer problems including PC hardware, software, OS, printers, desktop phones and cell phones/PDAs. Additional responsibilities may include Active Directory User and Group maintenance to support staff changes throughout the City and use of enterprise tools for imaging, deployment and maintenance of computer systems. Requires ability to work independently with little or no supervision, with limited software, hardware, project and vendor management duties.

EXAMPLES OF WORK/RESPONSIBILITIES

*Maintains software, data, and network security, manages and supports employee hardware, software, and data access privileges in accordance with City policies and management directives

*Analyzes City business processes and make recommendations on how to more effectively use technology to improve efficiency and customer service

*Troubleshoots and resolves first level desktop system problems and irregularities, which includes identifying issues, determining courses of action for problem resolution, allocation resources to resolve problems, and reviewing problem resolutions

*Assists with installing, configuring, troubleshooting and maintaining PC and mobile hardware and software, with secondary backup to city operations as assigned.

* Assists staff in developing network and computer operations policies across client systems, including best practices, procedures, authority levels, backup and business continuity procedures.

*Setups, issues and maintains logon accounts and mailboxes for users

*Primary contact for submitted helpdesk tickets and tasks, with secondary responsibility to city wide functions as assigned.

*Ensures software-licensing provisions are enforced in the organization and via system utilities, and that software license and central system hardware inventory records are kept accurate and up-to-date; establishes and maintains other files as appropriate, either electronically or in paper.

*Assists in day to day technology support, including recommendations and solutions to contract agencies based on industry best practices.

- *Maintains contract and maintenance agreements as related to technology operations.
- *Assists in development and maintenance of Information Technology recovery and emergency operations plan
- *Assists with installation and maintenance, with Systems Administrator support as necessary, of City software and hardware required to maintain or augment daily operations in accordance with management direction or system plans.
- *Acts as project liaison in support of technical projects and all others as assigned areas.
- *Defines, records, tracks and troubleshoots technical problems; assures solutions by contacting appropriate resources, personnel and/or vendors
- * Is a member of 24x7 on-call rotation for after hour and emergency support. This requires carrying a Smartphone and or device to assist with remote support while on-call
- *Works effectively and efficiently under pressure and with frequent interruptions
- *Completes work and projects in a thorough and timely manner with proper documentation
- *Understands and follows directions from supervisor, posted work rules and procedures
- *Works courteously and effectively with public officials, citizens, vendors, supervisor, and other employees, both in person and over the telephone; assisting them with a wide variety of information pertaining to City and department
- *Regular, reliable and punctual attendance
- *Attendance at night meetings and early morning/evening hours to accommodate other departments' schedules occasionally required
- *Due to internal and external customer service needs, incumbent must be able to work a full time schedule, on-site (appropriate City work sites including off-site contract support for City).
- *Shows initiative in performing job functions
- *Performs other duties as assigned
- * = Primary function.

WORKING CONDITIONS

Work is generally performed in a clean, climate controlled office setting. Hand-eye coordination is necessary to operate various pieces of equipment. Required to sit, talk, and hear; frequently required to work and use hands-to-finger, feel or handle writing utensils, computer and office

supplies which require repetitive arm, wrist and hand movement. Occasionally required to stand and reach with arms and hands, climb, balance, stoop, kneel, crouch, bend or crawl. Performs physical activity including but not limited to lifting, carrying and moving heavy objects; occasionally lifts and/or moving items up to 35 pounds. The employee is required to talk and hear in some environments that are moderately noisy. Specific vision abilities include close distant, color, and peripheral vision, depth perception and to adjust focus. Employee will have remote office in Police department, and must be flexible in support locations as needed or assigned including considerable decision making responsibilities and time management.

The employee may be required to deal with disgruntled individuals requiring the use of conflict management skills. Employee is required to perform work in confidence and under pressure for deadlines, and is required to maintain professional composure and tact, patience and courtesy at all times.

REPORTING RELATIONSHIPS

Work is performed under general direction of the Information Technology Director. Independently works to solve routine problems to meet the needs of the user, using City policies and procedures, and, as appropriate, approved industry troubleshooting processes. Questions of policy and new or unusual situations are referred to the supervisor for resolution. Performance is reviewed through periodic reports and formal evaluation.

REQUIRED EDUCATION AND EXPERIENCE

Associates Degree with emphasis on PC hardware/software support and/or networking or equivalent, plus minimum of three years experience performing desktop specialist duties with emphasis in law enforcement applications and support; OR, a combination of education, training, and experience that would demonstrate the individual's knowledge, skill and ability to successfully perform the essential duties and responsibilities listed above.

REQUIRED LICENSES AND CERTIFICATIONS

Posses and retain a valid state driver's license with no impending loss required at time of appointment and ability to successfully complete CJIS background and fingerprint requirements.