



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

April 20, 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. Consent Agenda

A. Minutes – Approval of the minutes of:

- i. 4/6/15 Regular Meeting
- ii. 4/13/15 Study Session

B. Claims Approval:

- i. Approval of the checks/vouchers numbers 56588-56682 in the amount of \$391,933.19.

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 4/5/2015 and related check numbers 56581-56587 in the amount of \$243,069.95.

6. Regular Agenda

- A. TIB Overlay – Final Project Acceptance
- B. Quit Claim Deed
- C. On-call Engineering Services – Consultant Agreement with DKS
- D. Interlocal Agreement with South Correctional Entity (SCORE) for Inmate Housing

7. Council Reports

8. Mayor's Report

9. 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.

FOR PLANNING PURPOSES ONLY

PENDING COUNCIL AGENDA CALENDAR (Dates are Subject to Change)				TENTATIVE/UNSCHEDULED ITEMS	
April 2015					
Mon 4/20	7:00 pm	Regular Meeting	A. TIB Overlay – Final Project Acceptance B. Quit Claim Deed C. Consultant Agmt with DKS for On-call Engineering Services D.	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)
May 2015					
Mon 5/4	7:00 pm	Regular Meeting	A. Introduction – Aaron Nix B. IT Systems Administrator – Position Approval C. Fee Schedule	Study Session	Code changes – purchasing policies and grant acceptance Solar Power Purchase Transportation Benefit District Requests outside of specific funding (wish list)
Mon 5/11	7:00 pm	Study Session		Finance Committee	Street Standards Transportation Benefit District
Fri/Sat 5/15-5/16	7:00 pm 9:00 am	Council Retreat	A.		
Mon 5/18	7:00 pm	Regular Meeting			
June 2015					
Mon 6/1	7:00 pm	Regular Meeting	A. Digger/Derek for Electric Utility		
Mon 6/8	7:00 pm	Study Session			
Mon 6/15	7:00 pm	Regular Meeting			
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			



Regular Meeting
Monday, April 6, 2015
6:30 p.m.

CALL TO ORDER

Mayor Pro Tem Zaroudny called the meeting to order at 6:31 p.m.

ROLL CALL

Present: Councilmembers Whalen, Jones, Ott, Morton, Manley, and Johnson

Absent: Mayor Perry

STAFF PRESENT

Finance Director Garrison, Police Chief Hernandez, Public Works Director Mecham, and City Clerk Bolam

EXECUTIVE SESSION

Mayor Pro Tem Zaroudny recessed to Executive Session for approximately 30 minutes at 6:32 p.m.

CALL BACK TO ORDER

Mayor Pro Tem Zaroudny called the meeting back to order at 7:13 p.m. and led the flag salute.

ADDITIONS / DELETIONS

None.

CITIZEN PARTICIPATION

Speaker	Address	Comments
Jacquelyn Whalen	1605 13 th Ave	Reported on her attendance at the East Pierce Fire District meeting, where she heard the chief explain that the letter from the city is wrong and there is no

		<p>breach of contract, that the station was staffed 28% in February, and that he looks forward to changes in the volunteer program.</p> <p>Mrs. Whalen says the truth is that one person at the station is not “staffed” and this is a landlord/tenant issue, urging council to stand up for the agreement as it is not an appropriate use of tax funds. She encourages the city to take the building back and/or charge appropriate rent.</p>
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SWEARING-IN CEREMONY

Chief Hernandez presented three employees for the Oath of Office – Sergeant Takiguchi, Officer Griffin, and Police Clerk Deyo.

CONSENT AGENDA

Approval of:

- A. Minutes
 - a. March 16, 2015 Regular Meeting
- B. Voucher and Payroll Approval
 - a. Checks/vouchers 56498, 56502-56503, and 56505-56580 in the amount of \$917,016.41.
 - b. Payroll of 3/20/2015 and related check numbers 56499-56501 in the amount of \$139,287.19.
- C. Surplus Police Cars – Resolution
- D. Pierce Transit Board Member Approval
- E. Revised Position Title – Planning & Community Development Director

COUNCILMEMBER MORTON MOVED, seconded by Councilmember Whalen, to approve the Consent Agenda. **Passed 7/0.**

REGULAR AGENDA

- International Building Code Update – Ordinance

Director Mecham introduced this item.

Brief discussion ensued. Council expressed pleasure at keeping up with necessary codes like this.

COUNCILMEMBER JONES MOVED, seconded by Councilmember Morton, to adopt the attached Ordinance updating the Milton Municipal Code Chapter 15.05 to remain consistent with the 2012 editions of the state adopted building codes.

Building Official Heron explained the cycle of adoption and the state and federal structure, with the assurance that development in the city has been up-to-date since first mandated by the state. This action updates the Milton code to match.

The matter was voted on a passed 7/0.

- Code Enforcement Update – Ordinance

Director Mecham introduced this item by way of printed presentation, explaining that Mayor Perry requested this update over a year ago, and there has been a committee of staff and attorney putting this together. He briefly went over the proposed updates.

Council asked clarifying questions and some discussion ensued.

COUNCILMEMBER MANLEY MOVED, seconded by Councilmember Whalen, to approve the attached Ordinance, which amends code enforcement language in the Milton Municipal Code.

Councilmembers pointed out that the purpose of council has always been to incentivize voluntary compliance, and this proposed update upholds that purpose while also providing for further actions when necessary.

Speaker	Address	Comments
Robert MacDonald		Expressed concern for citizens wishing to report anonymously
Jacquelyn Whalen	1605 13 th Ave	Thanked staff for strengthening the code to abate nuisance properties. Requested clarification regarding what is a civil infraction. Requested language added related to access corridors if needed. As a past victim of retaliation, requests that the code allow for a quick process and a meaningful penalty that motivates people to comply.

The matter was voted on and passed 7/0.

- Position Approval – Permit Technician

Director Mecham explained that this position has been requested in the past, and in his short time here, he has come to agree with the need for this position.

Councilmember Whalen pointed out that the city is coming back to the development status where the city again needs this position.

COUNCILMEMBER JONES MOVED, seconded by Councilmember Johnson, to approve the proposed changes to the Permit Technician job description and for the budget to be amended to fund the position of Permit Technician, and authorize the Mayor to fill the position.

Council spoke in favor of this position allowing for more effective customer service and for current employees to better accomplish their jobs.

Director Garrison answered fiscal impact questions.

Speaker	Address	Comments
Robert MacDonald		Requested clarification regarding the fiscal impact to the general fund and the level of qualifications needed at the counter.

The motion was voted on and passed 7/0.

- Sole Source – Electric Wire

Director Mecham explained the need for the purchase of a specific wire and the lack of suppliers for this wire.

Councilmembers expressed a lack of surprise that the substation held surprises and expressed that they don't consider the amount to be excessive.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Whalen, to adopt the attached resolution waiving the competitive bidding requirements and authorizing the sole source construction of capacitive trip circuit upgrade in the substation directly from Western Electric Services Inc in the amount of approximately \$10,000. **Passed 7/0.**

COUNCILMEMBER JONES MOVED, seconded by Councilmember Whalen, to approve to a budget amendment to the Electric Utility Fund in the amount of \$10,000 to cover the additional construction costs in the substation. **Passed 7/0.**

COUNCIL REPORTS

Councilmember Johnson

- Excited and enjoying sitting on Council

Councilmember Manley

- Expressed gratitude to Jacquelyn Whalen for time and attention to the EPFD issues.
- Regarding resident comment from last meeting regarding noisy animals – city needs ordinance in place to address that
- Reported on attendance at PCRC, Port of Tacoma annual breakfast, Fife School District meeting, City of Edgewood meeting, and Planning Commission meeting
- Expressed concern over the level of service standards of intersections that will be affected by new neighborhood and warehouses developing in Edgewood and Fife

Councilmember Morton

- Requested the timeline for the street light LED upgrades

Councilmember Ott

- Congratulations to police department – three sergeants is a big achievement!
- Compliments to Jacquelyn Whalen on her work with EPFD
- Happy to see the buildings down around McDonald's – looking ready for development
- Cannot be present at the April 20 meeting – **MOTION** (Whalen/Morton) to **excuse – Passed 7/0**

Mayor Pro Tem Zaroudny

- Interesting experience regarding code enforcement – took no time at all to correct what had become a mammoth home occupation problem – gratifying to see how code enforcement improved our community
- Approached by two citizens regarding 28th/Milton Way intersection – hoping it would improve with people getting used to it – not happening – it's time for the city to fix this

Councilmember Jones

- Announced that tomorrow is his last day as a resident and councilmember of Milton

Councilmember Whalen

- Thanked Councilmember Jones for his service
- Regarding letter received regarding an improved fire rating – city should work to get this word out to citizens
- Letter from representatives Kochmar and Gregory
- Milton Way/28th – significant change with opening of traffic circle on Jovita – something needs to be done
- Interurban Trail – like to see a memorial for past Mayor Pro Tem Taylor
- Regarding traffic along several specific routes in town – request that PW look at the commitment made by Lloyd's master plan – traffic plan Freeman to Fife Way to Porter to ... - need to consider LOS in comp plan
- Swearing-in of police personnel tonight was a welcome ceremony and made him feel proud

DIRECTOR'S REPORTS

Chief Hernandez

- Update on the city's IT department actions so far and potential timeline of 60 days for launch of business model

ADJOURNMENT

Adjourned at 9:05 p.m.

Debra Perry, Mayor

ATTEST:

Katie Bolam, City Clerk



DRAFT CITY COUNCIL MINUTES

Study Session
Monday, April 13, 2015
7:00 p.m.

CALL TO ORDER

Mayor Pro Tem Zaroudny called the meeting to order at 7:03 p.m.

ROLL CALL

Present: Councilmembers Whalen, Ott, Morton, Manley, and Johnson

STAFF PRESENT

Finance Director Garrison, Police Chief Hernandez, Public Works Director Mecham, and City Clerk Bolam

ADDITIONS

- Open Council Seat

Discussion regarding filling the council position vacated on April 7, 2015. Consensus is to advertise the vacancy in the Signal, on the reader board, and on the city's website through April 30. At the council meeting of May 4, Council will begin at 6pm to allow for the interviewing of candidates and the appointment of a new councilmember.

PRESENTATIONS

- Public Records Video Training – Open Government Training Act

City Clerk Bolam explained that, together with the video shown at the February 9 meeting, this video completes the OGTA requirement for council training every 4 years. The Attorney General's "Lesson 2 – Public Records" video was shown. A brief related discussion ensued.

- Police Chief Presentation

Chief Hernandez presented a slideshow overview of crime prevention measures in and planned for the City of Milton.

ADJOURNMENT

Adjourned at 9:00 p.m.

Debra Perry, Mayor

ATTEST:

Katie Bolam, City Clerk

[Back to Agenda](#)

CHECK REGISTER

City Of Milton
MCAG #:

04/01/2015 To: 04/30/2015

Time: 12:39:03 Date: 04/17/2015
Page: 1

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2131	04/21/2015	Claims	1	EFT BONNEVILLE POWERADMINISTRATION	3,602.00	Monthly Power
				401 - 533 50 33 000 - BPA-Electricity for Resale	3,602.00	Monthly Power For Resale
2132	04/21/2015	Claims	1	EFT COSTCO WHOLESALE	934.05	Office Supplies; Tablecloths And Snacks For Reichert Meeting
				001 - 513 10 31 000 - Office and Operating Supplie:	44.56	Supplies For Town Hall Meeting
				001 - 513 10 31 000 - Office and Operating Supplie:	13.09	Binder Clips
				001 - 513 10 35 000 - Small Tools & Equipment	150.91	Tablecloths
				001 - 513 10 43 000 - Travel	25.47	Snacks For Reichert Meeting
				001 - 518 30 31 000 - Operating Supplies	123.06	White Board & Misc. Office Supplies
				107 - 521 20 31 000 - Office and Operating Supplie:	123.06	White Board & Misc. Office Supplies
				107 - 521 20 31 000 - Office and Operating Supplie:	84.74	Misc. Office Supplies
				406 - 531 10 31 000 - Office and Operating Supplie:	61.53	White Board & Misc. Office Supplies
				401 - 533 10 31 000 - Office and Operating Supplie:	153.82	White Board & Misc. Office Supplies
				403 - 534 10 31 000 - Office and Operating Supplie:	153.81	White Board & Misc. Office Supplies
2133	04/21/2015	Claims	1	EFT EPICPAY	180.77	Bank Fees
				406 - 531 10 41 000 - Professional Services	36.15	Bank Fees
				401 - 533 10 41 000 - Professional Services	72.31	Bank Fees
				403 - 534 10 41 000 - Professional Services	72.31	Bank Fees
2134	04/21/2015	Claims	1	EFT CITY OF MILTON - C/O RLI	11,767.78	Utilities
				001 - 518 30 47 000 - Public Utility Service	43.24	Utilities
				107 - 521 20 47 000 - Utilities	1,271.14	Utilities
				406 - 531 30 47 000 - Public Utility Services	184.97	Utilities
				401 - 533 50 47 000 - Public Utility Services	927.19	Utilities
				403 - 534 51 47 001 - Public Utility Services	5,006.56	Utilities
				101 - 542 30 47 000 - Utilities	2,744.55	Utilities
				001 - 558 50 47 000 - Public Utility Services	55.01	Utilities
				001 - 558 60 47 000 - Public Utilities	55.01	Utilities
				001 - 569 00 47 000 - Public Utilities-SC	481.39	Utilities
				001 - 576 80 47 000 - Public Utility Service	998.72	Utilities
2135	04/21/2015	Claims	1	EFT OGDEN MURPHY WALLACE	10,701.00	Legal Services
				001 - 515 30 41 000 - City Attorney	10,701.00	Legal Services March 2015
2136	04/21/2015	Claims	1	EFT US BANK ACCOUNTABILITIES	66.55	Copier Lease
				107 - 521 20 45 000 - Operating Rentals and Leases	66.55	PD Clerk Copier Lease
2137	04/21/2015	Claims	1	EFT XPRESS BILL PAY	695.00	Web Service Fees
				406 - 531 10 41 000 - Professional Services	229.35	Online Utility Billing Services Fees
				401 - 533 10 41 000 - Professional Services	236.30	Online Utility Billing Services Fees
				403 - 534 10 41 000 - Professional Services	229.35	Online Utility Billing Services Fees
2138	04/21/2015	Claims	1	EFT SANDRA ALLEN	4,000.00	Judge Services
				001 - 512 50 41 000 - Professional Services	4,000.00	Monthly Judge Services
2139	04/21/2015	Claims	1	EFT BLUEFIN PAYMENT SYSTEMS	81.65	Bank Fees
				406 - 531 10 41 000 - Professional Services	27.22	Bank Fees
				401 - 533 10 41 000 - Professional Services	27.21	Bank Fees
				403 - 534 10 41 000 - Professional Services	27.22	Bank Fees
2140	04/21/2015	Claims	1	EFT CHASE PAYMENTECH	1,959.85	Web Payment Services
				406 - 531 10 41 000 - Professional Services	391.97	Web Payment Services
				401 - 533 10 41 000 - Professional Services	783.94	Web Payment Services
				403 - 534 10 41 000 - Professional Services	783.94	Web Payment Services
2141	04/21/2015	Claims	1	EFT COMCAST	389.55	Trunk Lines
				001 - 513 10 42 000 - Communication	19.48	
				001 - 514 20 42 000 - Communication	19.48	

CHECK REGISTER

City Of Milton
MCAG #:

04/01/2015 To: 04/30/2015

Time: 12:39:03 Date: 04/17/2015
Page: 2

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 518 30 42 000		Communication	9.74	
		001 - 518 90 42 000		Communication	9.74	
		107 - 521 20 42 000		Communication	58.43	
		406 - 531 10 42 000		Communication	38.96	
		401 - 533 10 42 000		Communications	85.70	
		403 - 534 10 42 000		Communication	89.60	
		101 - 542 30 42 000		Communication	19.48	
		501 - 548 30 42 000		Communications	9.74	
		001 - 558 50 42 000		Communications	9.74	
		001 - 558 60 42 000		Communication	9.74	
		001 - 576 80 42 000		Communication	9.72	
2190	04/21/2015	Claims	1	EFT COSTCO WHOLESALE	554.06	Paper & Office Supplies; Office Supplies; Office Supplies
		001 - 511 60 31 000		Operating Supplies	5.60	Paper
		001 - 513 10 31 000		Office and Operating Supplies	22.40	Paper
		001 - 514 20 31 000		Office and Operating Supplies	5.60	Paper
		001 - 514 20 31 000		Office and Operating Supplies	20.63	Toner, Stapler, Folders
		001 - 518 50 31 000		Office Supplies - Central Stor	10.32	Toner, Stapler, Folders
		107 - 521 20 31 000		Office and Operating Supplies	16.80	Paper
		107 - 521 20 31 000		Office and Operating Supplies	10.32	Toner, Stapler, Folders
		107 - 521 20 31 000		Office and Operating Supplies	70.51	Storage Bins & Command Hooks
		107 - 521 20 31 000		Office and Operating Supplies	137.22	Storage Bins, Envelopes, Dry Erase Board
		406 - 531 10 31 000		Office and Operating Supplies	11.20	Paper
		406 - 531 10 31 000		Office and Operating Supplies	20.62	Toner, Stapler, Folders
		401 - 533 10 31 000		Office and Operating Supplies	33.60	Paper
		401 - 533 10 31 000		Office and Operating Supplies	72.22	Toner, Stapler, Folders
		403 - 534 10 31 000		Office and Operating Supplies	33.60	Paper
		403 - 534 10 31 000		Office and Operating Supplies	72.22	Toner, Stapler, Folders
		001 - 558 50 31 000		Office and Operating Supplies	5.60	Paper
		001 - 558 60 31 000		Operating Supplies	5.60	Paper
2191	04/21/2015	Claims	1	EFT WA STATE DEPT OF L&I	26,441.22	Quarterly LNI
		107 - 521 20 20 000		Personnel Benefits	246.24	1st Qtr LNI
		001 - 575 50 20 000		Personnel Benefits -	45.18	1st Qtr LNI
		001 - 589 99 99 999		Payroll Clearing	26,149.80	1st Qtr LNI
2192	04/21/2015	Claims	1	EFT DISCOVERY BENEFITS	7.80	FSA
		001 - 517 30 49 000		FSA Plan Fees	7.80	FSA Plan Fee
2193	04/21/2015	Claims	1	EFT PIERCE COUNTY SEWER	155.86	Sewer; Sewer; Sewer; Sewer; Sewer Bill
		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
		001 - 576 80 47 000		Public Utility Service	21.79	Parks Sewer
2194	04/21/2015	Claims	1	EFT WA STATE TREASURER	24,942.57	Excise And Tax Owed
		107 - 521 20 31 000		Office and Operating Supplies	156.23	Tax Owed Amazon
		406 - 531 10 44 002		Excise Tax	955.16	Storm Excise Tax
		401 - 533 10 44 002		Elect Excise Tax	15,783.20	Electric Excise Tax
		403 - 534 10 44 002		Water Excise Tax	8,016.67	Water Excise Tax

CHECK REGISTER

City Of Milton

Time: 12:39:03 Date: 04/17/2015

MCAG #:

04/01/2015 To: 04/30/2015

Page: 3

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		501 - 548 30 48 000		- Repairs & Maintenance	11.09	Tax Owed Pop And Lock
		501 - 548 30 48 000		- Repairs & Maintenance	20.22	Tax Owed EReplacementParts.com
2070	04/13/2015	Claims	1	56588 PETE LEWIS CONSULTING	5,000.00	Management Consulting Services
		001 - 513 10 41 000		- Other Services and Charges	3,500.00	Management Consulting Services
		406 - 531 10 41 000		- Professional Services	500.00	Management Consulting Services
		401 - 533 10 41 000		- Professional Services	500.00	Management Consulting Services
		403 - 534 10 41 000		- Professional Services	500.00	Management Consulting Services
2138	04/21/2015	Claims	1	56589 A WORKSAFE SERVICE, INC.	52.00	Drug Testing
		001 - 518 30 41 000		- Professional Services	2.60	Drug Testing
		406 - 531 10 41 000		- Professional Services	7.80	Drug Testing
		401 - 533 10 41 000		- Professional Services	15.60	Drug Testing
		403 - 534 10 41 000		- Professional Services	15.60	Drug Testing
		101 - 542 90 41 000		- Professional Services	5.20	Drug Testing
		501 - 548 30 41 000		- Professional Services	2.60	Drug Testing
		001 - 576 80 41 000		- Professional Services	2.60	Drug Testing
2139	04/21/2015	Claims	1	56590 ASSOCIATED PETROLEUM PRODUCTS	878.89	Diesel Fuel
		401 - 533 50 32 000		- Fuel	263.67	Diesel Fuel
		403 - 534 50 32 000		- Fuel	351.55	Diesel Fuel
		101 - 542 30 32 000		- Operating Supplies/Fuel	263.67	Diesel Fuel
2140	04/21/2015	Claims	1	56591 BIG JOHN'S TROPIES INC	58.75	Nameplates
		001 - 511 60 31 000		- Operating Supplies	58.75	Nameplates
2141	04/21/2015	Claims	1	56592 CHUCKALS	1,859.81	Office Supplies; Business Cards; Office Chair; Office Chairs
		001 - 513 10 35 000		- Small Tools & Equipment	227.60	Office Chair
		001 - 513 10 35 000		- Small Tools & Equipment	1,398.57	Chairs For Executive Office
		107 - 521 20 31 000		- Office and Operating Supplies	143.94	Toner, Labeler & Labels
		406 - 531 10 31 000		- Office and Operating Supplies	22.43	Business Cards - T. Welker
		401 - 533 10 31 000		- Office and Operating Supplies	22.42	Business Cards - T. Welker
		403 - 534 10 31 000		- Office and Operating Supplies	22.43	Business Cards - T. Welker
		101 - 542 30 31 000		- Office and Operating Supplies	22.42	Business Cards - T. Welker
2142	04/21/2015	Claims	1	56593 COMPUCOM	1,763.37	Software
		001 - 513 10 36 000		- Small Assets/IT	161.09	Windows & Office Software
		001 - 514 20 36 000		- Small Assets / IT	26.85	Windows & Office Software
		001 - 518 80 36 000		- Small Assets/IT	549.14	Windows & Office Software
		107 - 521 20 36 000		- Small Assets/IT	408.82	Windows & Office Software
		107 - 521 20 36 000		- Small Assets/IT	107.39	Windows & Office Software
		107 - 521 20 36 000		- Small Assets/IT	40.27	Windows & Office Software
		406 - 531 10 36 000		- Small Assets/IT	26.84	Windows & Office Software
		406 - 531 10 36 000		- Small Assets/IT	40.27	Windows & Office Software
		401 - 533 10 36 000		- Small Assets/IT	107.39	Windows & Office Software
		401 - 533 10 36 000		- Small Assets/IT	67.12	Windows & Office Software
		403 - 534 10 36 000		- Small Assets/IT	107.39	Windows & Office Software
		403 - 534 10 36 000		- Small Assets/IT	67.12	Windows & Office Software
		101 - 542 30 36 000		- Small Assets/IT	26.84	Windows & Office Software
		101 - 542 30 36 000		- Small Assets/IT	13.42	Windows & Office Software
		501 - 548 30 36 000		- Small Tools - IT	13.42	Windows & Office Software
2143	04/21/2015	Claims	1	56594 COOPER ZIETZ ENGINEERS, INC	9,199.68	ADA Restroom
		310 - 594 75 63 084		- Activity Center ADA	9,199.68	ADA Improvements To Community Center Bathroom Design
2144	04/21/2015	Claims	1	56595 CRIMINAL JUSTICE TRAINING CENTER	225.00	Training; Training
		107 - 521 40 49 002		- Misc/Trng, Registrations	75.00	Training - Sarff

CHECK REGISTER

City Of Milton
MCAG #:

04/01/2015 To: 04/30/2015

Time: 12:39:03 Date: 04/17/2015
Page: 4

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		107 - 521 40 49 002 - Misc/Trng, Registrations			150.00	Training - Peterson
2145	04/21/2015	Claims	1	56596 DATA BAR INCORPORATED	3,595.36	Billing Statement Production & Mailing
		406 - 531 10 49 003 - Misc/Outside Printing			719.07	Utility Billing Print & Mail
		401 - 533 10 49 003 - Misc/Outside Printing			1,438.14	Utility Billing Print & Mail
		403 - 534 10 49 003 - Misc/Outside Printing			1,438.15	Utility Billing Print & Mail
2146	04/21/2015	Claims	1	56597 DELL MARKETING L.P.	5,509.20	Computers; Computers
		001 - 513 10 36 000 - Small Assets/IT			396.17	Computers
		001 - 513 10 36 000 - Small Assets/IT			286.80	Computers
		001 - 514 20 36 000 - Small Assets / IT			132.06	Computers
		001 - 518 80 36 000 - Small Assets/IT			1,912.06	Computers
		107 - 521 20 36 000 - Small Assets/IT			264.12	Computers
		107 - 521 20 36 000 - Small Assets/IT			198.09	Computers
		107 - 521 20 36 000 - Small Assets/IT			191.21	Computers
		406 - 531 10 36 000 - Small Assets/IT			66.03	Computers
		406 - 531 10 36 000 - Small Assets/IT			198.09	Computers
		406 - 531 10 36 000 - Small Assets/IT			47.80	Computers
		401 - 533 10 36 000 - Small Assets/IT			264.12	Computers
		401 - 533 10 36 000 - Small Assets/IT			330.14	Computers
		401 - 533 10 36 000 - Small Assets/IT			191.21	Computers
		403 - 534 10 36 000 - Small Assets/IT			264.12	Computers
		403 - 534 10 36 000 - Small Assets/IT			330.14	Computers
		403 - 534 10 36 000 - Small Assets/IT			191.21	Computers
		101 - 542 30 36 000 - Small Assets/IT			66.00	Computers
		101 - 542 30 36 000 - Small Assets/IT			66.00	Computers
		101 - 542 30 36 000 - Small Assets/IT			47.80	Computers
		501 - 548 30 36 000 - Small Tools - IT			66.03	Computers
2147	04/21/2015	Claims	1	56598 WA STATE DEPT OF TRANSPORTATION	129.39	Engineering
		310 - 595 30 63 082 - Milton Way Ped Improv			129.39	Engineering MW Ped Improvements
2148	04/21/2015	Claims	1	56599 LISHA DURBIN	250.00	Facility Rental Deposit Refund
		001 - 586 00 00 002 - Refund Facility Deposit			250.00	Facility Key & Building Deposit Refund
2149	04/21/2015	Claims	1	56600 PAULA DUVALL-COOK	137.01	Refund inactive customer credit balance
		406 - 343 10 00 000 - Storm Drainage Fees			-58.04	
		401 - 343 30 00 000 - Electric Sales			-7.91	
		403 - 343 40 10 000 - Water Sales			-86.06	
		401 - 369 90 00 401 - Misc Revenue			15.00	
2150	04/21/2015	Claims	1	56601 EHSI	19,393.62	COFM ADA Improvements 1
		310 - 594 76 63 067 - ADA Improvements - Park			19,393.62	ADA Improvements - Park
2151	04/21/2015	Claims	1	56602 FERGUSON ENTERPRISES, INC. #1539	185.38	Water Materials
		403 - 534 50 35 000 - Small Tools and Equipment			185.38	Broom Handles, Mud Shovel, Hooks
2152	04/21/2015	Claims	1	56603 GOODYEAR - FIFE	281.74	Tires & Installation
		501 - 548 30 48 000 - Repairs & Maintenance			281.74	Tires And Installation
2153	04/21/2015	Claims	1	56604 HD SUPPLY POWER SOLUTIONS	590.76	Electric Materials
		401 - 533 50 31 000 - Operating Supplies			590.76	Vinyl Tape
2154	04/21/2015	Claims	1	56605 HD SUPPLY WATERWORKS	1,648.61	Water Materials; Backflow Device For ADA Restroom; Water Materials
		403 - 534 50 31 000 - Office and Operating Supplies			1,043.47	Yokes
		403 - 534 50 31 000 - Office and Operating Supplies			141.85	Mipxitips
		310 - 594 76 63 067 - ADA Improvements - Park			463.29	Backflow Device For ADA Restroom

CHECK REGISTER

City Of Milton

Time: 12:39:03 Date: 04/17/2015

MCAG #:

04/01/2015 To: 04/30/2015

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2155	04/21/2015	Claims	1	56606	DANA W HERRON	32.00	Parking Reimbursement
					001 - 558 50 43 000 - Travel	32.00	Parking Reimbursement Annual Education Institute
2156	04/21/2015	Claims	1	56607	HONEY BUCKET	169.63	Monthly Lease
					001 - 576 80 45 000 - Operating Rentals and Leases	169.63	Monthly Lease
2157	04/21/2015	Claims	1	56608	TRICKLESTAR LLC HSBC BANK USA	3,840.00	BPA Incentives - Powerstrips
					401 - 533 50 33 006 - BPA Reimbursement/Incentiv	3,840.00	BPA Incentives - Powerstrips
2158	04/21/2015	Claims	1	56609	JIVE COMMUNICATIONS	1,458.86	Phones
					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
2159	04/21/2015	Claims	1	56610	KANSAS STATE BANK	8,109.03	Vector Truck Payment
					406 - 531 30 48 001 - Vehicle Repair & Maint	8,109.03	Vector Truck Payment
2160	04/21/2015	Claims	1	56611	LARSEN SIGN CO.	700.16	Lettering New Chargers
					107 - 521 20 48 001 - Vehicle Repairs and Maintenε	700.16	Lettering/Logo New Chargers
2161	04/21/2015	Claims	1	56612	LLOYD ENTERPRISES, INC.	292.04	Waste Disposal; Waste Disposal
					403 - 534 51 47 001 - Public Utility Services	221.89	Concrete Waste Disposal
					403 - 534 51 47 001 - Public Utility Services	70.15	Concrete Waste Disposal
2162	04/21/2015	Claims	1	56613	MARSH MUNFORD PRATT SULLIVAN + MCKENZIE	38.25	Pierce Cty Mutuals; WP-015 Appeal Group
					401 - 533 10 41 000 - Professional Services	21.88	Pierce Cty Mutuals
					401 - 533 50 41 000 - Professional Services	16.37	WP-015 Appeal Group
2163	04/21/2015	Claims	1	56614	RON & KATHY MELLICK	81.14	Refund inactive customer credit balance
					403 - 343 40 10 000 - Water Sales	-96.14	
					403 - 369 90 00 403 - Miscellaneous Water Revenue	15.00	
2164	04/21/2015	Claims	1	56615	MERIDIAN ROSE INVESTMENTS	142.19	Refund inactive customer credit balance
					406 - 343 10 00 000 - Storm Drainage Fees	-8.78	
					401 - 343 30 00 000 - Electric Sales	-53.38	
					403 - 343 40 10 000 - Water Sales	-80.03	
2165	04/21/2015	Claims	1	56616	NEWS TRIBUNE, THE	41.40	Meeting Notice
					001 - 511 60 41 002 - Advertising	41.40	Meeting Notice
2166	04/21/2015	Claims	1	56617	MICHAEL OTA	274.88	Temporary Water Service Deposit Refund
					631 - 586 00 00 005 - Using Deposit	274.88	Deposit Refund
2167	04/21/2015	Claims	1	56618	PC CLERKS' & FINANCE OFFICER ASSOC.	15.00	Annual Dues
					001 - 513 10 49 001 - Misc/Dues & Memberships	15.00	Dues - Horton
2168	04/21/2015	Claims	1	56619	POSITIVE PROMOTIONS, INC	427.63	

CHECK REGISTER

City Of Milton
MCAG #:

04/01/2015 To: 04/30/2015

Time: 12:39:03 Date: 04/17/2015
Page: 6

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		107 - 521 30 31 000		- Crime Prevention Supplies	427.63	Community Outreach - Crime Prevention Supplies
2169	04/21/2015	Claims	1	56620 PREFERRED COPIER SYSTEMS	1,114.29	Copier Maintenance And Overages; Copier Maintenance And Overages; Copier Maintenance And Overages
		001 - 513 10 48 000		- Repairs and Maintenance	88.98	Copier Maintenance & Overages
		001 - 514 20 48 000		- Repairs and Maintenance	44.49	Copier Maintenance & Overages
		001 - 518 30 48 000		- Repairs & Maintenance	7.42	Copier Maintenance & Overages
		001 - 518 90 48 000		- Repairs and Maintenance	7.42	Copier Maintenance & Overages
		107 - 521 20 48 000		- Repairs and Maintenance	298.32	Copier Maintenance And Overages
		406 - 531 10 48 000		- Repairs and Maintenance	37.11	Copier Maintenance & Overages
		406 - 531 10 48 000		- Repairs and Maintenance	44.49	Copier Maintenance & Overages
		401 - 533 10 48 000		- Repairs and Maintenance	115.03	Copier Maintenance & Overages
		401 - 533 10 48 000		- Repairs and Maintenance	133.48	Copier Maintenance & Overages
		403 - 534 10 48 000		- Repairs and Maintenance	115.03	Copier Maintenance & Overages
		403 - 534 10 48 000		- Repairs and Maintenance	133.48	Copier Maintenance & Overages
		101 - 542 30 48 000		- Repairs and Maintenance	18.55	Copier Maintenance & Overages
		501 - 548 30 48 000		- Repairs & Maintenance	18.55	Copier Maintenance & Overages
		001 - 558 50 48 000		- Repairs and Maintenance	18.55	Copier Maintenance & Overages
		001 - 558 60 48 000		- Repairs and Maintenance	18.55	Copier Maintenance & Overages
		001 - 575 50 48 000		- Repair & Maint -	3.71	Copier Maintenance & Overages
		001 - 576 80 48 000		- Repair & Maintenance	11.13	Copier Maintenance & Overages
2170	04/21/2015	Claims	1	56621 CITY OF PUYALLUP	35.04	Jail Services
		107 - 523 60 51 000		- Intergov. Jail Services	35.04	Jail Services Jan 2015
2171	04/21/2015	Claims	1	56622 RANGLES SAND & GRAVEL INC	596.19	Gravel
		401 - 533 50 48 000		- Repairs and Maintenance	198.73	Business Cards - T. Welker
		403 - 534 50 48 000		- Repairs and Maintenance	198.73	Gravel
		101 - 542 30 48 000		- Repairs and Maintenance	198.73	Gravel
2172	04/21/2015	Claims	1	56623 SCORE	2,320.00	Jail Services Feb 2015
		107 - 523 60 51 000		- Intergov. Jail Services	2,320.00	Jail Services Feb 2015
2173	04/21/2015	Claims	1	56624 SHELL FLEET PLUS	2,151.67	Fuel
		001 - 518 30 32 000		- Operating Supplies/Fuel	56.20	Fuel
		107 - 521 20 32 000		- Fuel	43.29	Fuel
		406 - 531 30 32 000		- Fuel	436.46	Fuel
		401 - 533 50 32 000		- Fuel	681.80	Fuel
		403 - 534 50 32 000		- Fuel	598.87	Fuel
		101 - 542 30 32 000		- Operating Supplies/Fuel	166.45	Fuel
		001 - 576 80 32 000		- Fuel	168.60	Fuel
2174	04/21/2015	Claims	1	56625 SKILLINGS CONNOLLY, INC	3,184.00	5th Avenue Stormwater
		401 - 594 31 63 088		- Milton Way Overlay	3,184.00	5th Avenue Stormwater Facility
2175	04/21/2015	Claims	1	56626 STOPTECH LTD	596.23	Stop Sticks
		105 - 521 80 31 000		- Operating Supplies	596.23	Stop Sticks
2176	04/21/2015	Claims	1	56627 SYSTEMS FOR PUBLIC SAFETY, INCL.	1,963.26	Vehicle Repair; Vehicle Repair; Vehicle Repair
		107 - 521 20 48 001		- Vehicle Repairs and Maintenz	1,178.89	Remove/Install Lights, Repair Sensors
		107 - 521 20 48 001		- Vehicle Repairs and Maintenz	118.32	Diagnose And Repair Rear Amber Light
		107 - 521 20 48 001		- Vehicle Repairs and Maintenz	666.05	Replace Tires, Blades And Repair Speed Sensor
2177	04/21/2015	Claims	1	56628 TACOMA PUMP AND DRILLING	64,754.10	Well Deepening Project
		403 - 594 34 63 081		- Test Drilling Project	64,754.10	Payment #4

CHECK REGISTER

City Of Milton
MCAG #:

04/01/2015 To: 04/30/2015

Time: 12:39:03 Date: 04/17/2015
Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2178	04/21/2015	Claims	1	56629	TMG SERVICES INC.	59.22	Water Materials
					403 - 534 51 31 000 - Office and Operating Supplies	59.22	Tubing
2179	04/21/2015	Claims	1	56630	UNIFIRST CORPORATION	223.10	Uniforms; Uniforms
					001 - 518 30 20 002 - Uniforms	5.18	Uniforms
					406 - 531 30 20 002 - Uniforms	8.35	Uniforms
					401 - 533 50 20 002 - Uniforms	99.27	Uniforms
					403 - 534 50 20 002 - Uniforms	9.03	Uniforms
					403 - 534 50 20 002 - Uniforms	43.33	Uniforms
					101 - 542 30 20 002 - Uniforms	21.41	Uniforms
					501 - 548 30 20 002 - Uniforms	31.31	Uniforms
					001 - 576 80 20 002 - Uniforms	5.22	Uniforms
2180	04/21/2015	Claims	1	56631	WA STATE TREASURER	15,742.65	Court Remittance
					001 - 586 00 00 001 - Building Code Fee	9.00	State Portion Building Permit Fees March 2015
					001 - 586 83 00 000 - Trama/Auto Theft/Brain Injur	1,391.81	Court Remittance March 2015
					001 - 586 88 00 000 - State General Fund 54 (PSEA	168.95	Court Remittance March 2015
					001 - 586 89 00 000 - Death Investigation Account	917.35	Court Remittance March 2015
					001 - 586 91 00 000 - State General Fund 40 (PSEA	7,226.25	Court Remittance March 2015
					001 - 586 92 00 000 - State General Fund 50 (PSEA	3,932.74	Court Remittance March 2015
					001 - 586 96 00 000 - Lab Blood/Breath	3.63	Court Remittance March 2015
					001 - 586 97 00 000 - JIS	1,865.40	Court Remittance March 2015
					001 - 586 99 00 000 - School Zone Safety	227.52	Court Remittance March 2015
2195	04/21/2015	Claims	1	56632	ALPHAGRAPHICS	551.44	Police Materials
					107 - 521 20 31 000 - Office and Operating Supplies	551.44	Signs
2196	04/21/2015	Claims	1	56633	AMSAN	38.11	Sign; Sign
					001 - 518 30 31 000 - Operating Supplies	28.58	Wet Floor Sign
					001 - 518 30 31 000 - Operating Supplies	9.53	Wet Floor Sign
2197	04/21/2015	Claims	1	56634	ASSOCIATED PETROLEUM PRODUCTS	207.75	Fuel
					501 - 548 30 32 000 - Fuel	207.75	Propane Tank
2198	04/21/2015	Claims	1	56635	BLUMENTHAL UNIFORMS & EQUIP.	477.42	Uniforms; Uniforms
					107 - 521 20 20 002 - Uniforms	362.06	Jumpsuit Retrofit
					107 - 521 20 20 002 - Uniforms	115.36	Uniforms - Griffin
2199	04/21/2015	Claims	1	56636	HAROLD BURTON	210.15	Leoff I Retiree Expenses
					107 - 521 20 20 000 - Personnel Benefits	210.15	Leoff I Retiree Expenses
2200	04/21/2015	Claims	1	56637	CASCADE RECREATION, INC.	566.69	Flags
					107 - 521 20 35 000 - Small Tools and Equipment	566.69	Flags
2201	04/21/2015	Claims	1	56638	CHUCKALS	223.35	Office Supplies; Office Supplies; Office Supplies
					001 - 518 30 31 000 - Operating Supplies	15.58	Ink Cartridge
					001 - 518 30 31 000 - Operating Supplies	12.46	Ink Cartridge
					107 - 521 20 31 000 - Office and Operating Supplies	195.31	Magnetic Board & Binders
2202	04/21/2015	Claims	1	56639	COMPASS	1,145.97	Plumbing
					001 - 518 30 48 002 - Building Repair & Maint	1,145.97	Repair Finance Toilet Line
2203	04/21/2015	Claims	1	56640	C. MIKE CRAIG	214.11	Leoff I Retiree Expenses
					107 - 521 20 20 000 - Personnel Benefits	214.11	Leoff I
2204	04/21/2015	Claims	1	56641	DARLENE F DEYO	8.50	Office Supplies Reimbursement
					107 - 521 20 31 000 - Office and Operating Supplies	8.50	Reimbursement For Logo Artwork Mounting Tape
2205	04/21/2015	Claims	1	56642	EHSI	18,490.36	ADA Improvements

CHECK REGISTER

City Of Milton
MCAG #:

04/01/2015 To: 04/30/2015

Time: 12:39:03 Date: 04/17/2015
Page: 8

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		310 - 594 76 63 067 -		ADA Improvements - Park	18,490.36	Pay Estimate #1
2206	04/21/2015	Claims	1	56643 EVERGREEN EQUIPMENT CO INC	109.50	Repair
		403 - 534 50 48 000 -		Repairs and Maintenance	54.75	Chain Saw Sharpen
		101 - 542 30 48 000 -		Repairs and Maintenance	54.75	Chain Saw Sharpen
2207	04/21/2015	Claims	1	56644 GALLS, INC	171.68	Police Materials
		107 - 521 20 35 000 -		Small Tools and Equipment	171.68	Rigid Long Arm Kit
2208	04/21/2015	Claims	1	56645 GRAY & OSBORNE INC	31,190.00	Engineering Services; Engineering Services; Kondratev Subdivision; Freeman Rd E Rd Improv; Greenwood Town Homes; Freeman Rd E Rd Improv; Engineering Services; Engineering Services; Engineering Service
		406 - 531 10 41 000 -		Professional Services	285.30	Stormwater GIS Mapping Update
		406 - 531 10 41 000 -		Professional Services	5,714.95	Stormwater GIS Mapping Update
		403 - 534 51 41 000 -		Professional Services	507.74	Engineering Services
		101 - 542 90 41 000 -		Professional Services	5,976.49	General Engineering
		001 - 558 60 41 000 -		Professional Services	121.88	Kondratev Sub-March 2015
		001 - 558 60 41 000 -		Professional Services	1,037.35	Freeman Rd-Prof Fees-Feb 2015
		001 - 558 60 41 000 -		Professional Services	529.06	Greenwood Town Hm-Prof Fees-Mar 2015
		001 - 558 60 41 000 -		Professional Services	529.06	Freeman Rd E-Prof Fees-Mar 2015
		310 - 595 30 63 082 -		Milton Way Ped Improv	8,424.28	Milton Way Ped Improvements
		310 - 595 30 63 082 -		Milton Way Ped Improv	8,063.89	Milton Way Ped Improvements
2209	04/21/2015	Claims	1	56646 HACH COMPANY	107.25	Water Materials
		403 - 534 51 31 000 -		Office and Operating Supplie:	107.25	Chemicals
2210	04/21/2015	Claims	1	56647 HD SUPPLY WATERWORKS	124.44	Water Materials
		403 - 534 50 31 000 -		Office and Operating Supplie:	124.44	Gaskets, Insta-Tite, Nipples
2211	04/21/2015	Claims	1	56648 DANA W HERRON	186.55	Reimbursement
		001 - 558 50 49 000 -		Miscellaneous	186.55	Mileage & Meal Reimbursement WABO Spring Meeting - Herron
2212	04/21/2015	Claims	1	56649 KIMBALL MIDWEST	292.63	Vehicle Materials; Vehicle Materials
		501 - 548 30 34 000 -		Parts	83.49	Dark Shield Protectant & Rustmaster
		501 - 548 30 34 000 -		Parts	209.14	Studs, Washers, Hex Nuts
2213	04/21/2015	Claims	1	56650 KING COUNTY FINANCE	56.39	Property Tax Assessments
		001 - 553 60 51 000 -		Noxious Weed Assessment	56.39	Property Tax Misc. Assessments
2214	04/21/2015	Claims	1	56651 LARSCO, INC	229.40	Vehicle Materials
		501 - 548 30 35 000 -		Small Tools & Equipment	229.40	Connectors And Ratchet Tool
2215	04/21/2015	Claims	1	56652 LASER TECHNOLOGY, INC.	1,416.73	Police Materials
		107 - 521 20 35 000 -		Small Tools and Equipment	1,416.73	LIDAR Device
2216	04/21/2015	Claims	1	56653 LES SCHWAB FIFE	169.99	MOWER REPAIR
		501 - 548 30 48 000 -		Repairs & Maintenance	169.99	#12 Kubota Mower
2217	04/21/2015	Claims	1	56654 MARSH MUNFORF PRATT SULLIVAN + MCKENZIE	177.69	Pierce Cty Mutuals; WPAG Litigation
		401 - 533 10 41 000 -		Professional Services	153.14	Pierce Cty Mutuals
		401 - 533 10 41 000 -		Professional Services	24.55	WPAG Litigation
2218	04/21/2015	Claims	1	56655 MILES RESOURCES	235.87	Street Material
		101 - 542 30 31 000 -		Office and Operating Supplie:	235.87	Cold Mix
2219	04/21/2015	Claims	1	56656 MILTON CITY OF	57,545.93	Utility Taxes
		406 - 531 10 44 001 -		Utility Taxes	5,730.95	Utility Tax
		401 - 533 10 44 001 -		Utility Tax	24,596.60	Utility Tax

CHECK REGISTER

City Of Milton
MCAG #:

04/01/2015 To: 04/30/2015

Time: 12:39:03 Date: 04/17/2015
Page: 9

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		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
2220	04/21/2015	Claims	1	56657 MULTICARE CTRS OF OCCUPATIONAL MEDICINE	80.00	DOT Physical
		406 - 531 30 41 000 - Professional Services			8.00	DOT Physical Ganancial
		403 - 534 50 41 000 - Professional Services			32.00	DOT Physical Ganancial
		101 - 542 90 41 000 - Professional Services			40.00	DOT Physical Ganancial
2221	04/21/2015	Claims	1	56658 NEWS TRIBUNE, THE	214.62	Notice Of Application
		001 - 558 60 41 002 - Advertising			214.62	Notice Of Application
2222	04/21/2015	Claims	1	56659 NOFFKE'S TOWING SERVICE	262.56	Towing Service
		105 - 521 80 41 000 - Professional Services			262.56	Towing Service
2223	04/21/2015	Claims	1	56660 NORTHWEST EMBROIDERY INC	711.10	Uniforms
		107 - 521 20 20 002 - Uniforms			711.10	Uniforms
2224	04/21/2015	Claims	1	56661 DEBRA PERRY	78.36	Cupboard
		001 - 513 10 35 000 - Small Tools & Equipment			78.36	Cupboard For Executive Office
2225	04/21/2015	Claims	1	56662 PIERCE CO BUDGET & FINANCE	1,456.35	Court Remittance March 2015; Traffic Signal Maintenance; Traffic Signal Maintenance; Quarterly Network Services Agreement
		406 - 531 10 49 001 - Misc/Dues & Memberships			36.00	Quarterly Dues
		101 - 542 30 48 001 - Equipment Repair & Maint			537.46	Traffic Signal Maintenance Jan 2015
		101 - 542 30 48 001 - Equipment Repair & Maint			624.23	Traffic Signal Maintenance Feb 2015
		001 - 586 12 00 000 - Crime Victims Comp Fund			258.66	Court Remittance March 2015
2226	04/21/2015	Claims	1	56663 PIERCE COUNTY BUDGET & FINANCE	415.92	Property Tax Assessments
		001 - 553 60 51 000 - Noxious Weed Assessment			415.92	Property Tax Misc. Assessments
2227	04/21/2015	Claims	1	56664 PIERCE COUNTY COMMUNITY NEWSPAPER GROUP	1,200.00	Monthly Publication; Monthly Publication
		001 - 511 60 41 002 - Advertising			175.00	Monthly Publication
		001 - 513 10 41 002 - Advertising			200.00	Monthly Publication
		001 - 513 10 41 002 - Advertising			300.00	Monthly Publication
		001 - 514 20 41 002 - Advertising			75.00	Monthly Publication
		107 - 521 20 41 002 - Advertising			75.00	Monthly Publication
		001 - 569 00 42 000 - Communication-SC			150.00	Monthly Publication
		001 - 569 00 42 000 - Communication-SC			112.50	Monthly Publication
		116 - 573 91 41 002 - Milton Days - Advertising			37.50	Monthly Publication
		001 - 576 80 41 002 - Advertising			75.00	Monthly Publication
2228	04/21/2015	Claims	1	56665 PRO-BUILD	38.03	Facility Supplies
		001 - 518 30 31 000 - Operating Supplies			38.03	Ant Traps
2229	04/21/2015	Claims	1	56666 CITY OF PUYALLUP	3,835.00	Jail Services; Jail Services
		107 - 523 60 51 000 - Intergov. Jail Services			1,560.00	Feb Jail Services
		107 - 523 60 51 000 - Intergov. Jail Services			2,275.00	Jail Services
2230	04/21/2015	Claims	1	56667 RACEWAY TECHNOLOGY & MFG. INC.	1,099.82	Electric Materials
		401 - 533 50 31 000 - Operating Supplies			1,099.82	Pipes
2231	04/21/2015	Claims	1	56668 ROBBLEE'S TOTAL SECURITY INC	930.45	Gate Opener Installed

CHECK REGISTER

City Of Milton
MCAG #:

04/01/2015 To: 04/30/2015

Time: 12:39:03 Date: 04/17/2015
Page: 10

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		401 - 533 50 41 000 - Professional Services			930.45	Gate Opener Installation
2232	04/21/2015	Claims	1	56669 SEATTLE AUTOMOTIVE DISTRIB.INC	61.57	Vehicle Materials
		501 - 548 30 34 000 - Parts			61.57	Blades, Filter, Air Cleaner
2233	04/21/2015	Claims	1	56670 SHOPE CONCRETE PRODUCTS CO.	175.04	Ecology Block
		406 - 531 30 31 000 - Operating Supplies			175.04	Ecology Block
2234	04/21/2015	Claims	1	56671 STANDARD PARTS CORPORATION (NAPA)	896.28	Supplies; Vehicle Materials; Vehicle Materials
		501 - 548 30 31 000 - Office & Operating Supplies			494.61	ATF Plus, Oil, Clips, Sand Paper, Cleansers
		501 - 548 30 34 000 - Parts			85.76	Fluid Evacuator
		501 - 548 30 34 000 - Parts			83.80	Power Window Switch
		501 - 548 30 34 000 - Parts			69.67	Window Switch
		501 - 548 30 35 000 - Small Tools & Equipment			162.44	Code Reader
2235	04/21/2015	Claims	1	56672 SUMNER, CITY OF	1,967.60	Animal Control
		107 - 554 30 51 107 - Animal Control			1,967.60	Animal Control - April 2015
2236	04/21/2015	Claims	1	56673 SYSTEMS FOR PUBLIC SAFETY, INCL.	16,799.14	Vehicle Repair; Vehicle Repair
		107 - 521 20 48 001 - Vehicle Repairs and Maintenance			8,428.68	New PD Vehicle Set Up - Prison Seat, Siren Bar, Pursuit Kit
		107 - 521 20 48 001 - Vehicle Repairs and Maintenance			8,370.46	New PD Vehicle Set Up - Prison Seat, Siren Bar, Pursuit Kit
2237	04/21/2015	Claims	1	56674 TACOMA DODGE CHRYSLER JEEP	139.35	Vehicle Materials
		501 - 548 30 34 000 - Parts			139.35	Parking Brake Lever
2238	04/21/2015	Claims	1	56675 TIMCO INC.	8.54	Street Materials
		101 - 542 30 48 000 - Repairs and Maintenance			8.54	O/Rings For Planter Strips Along Streets
2239	04/21/2015	Claims	1	56676 TITUS-WILL FORD	470.89	Vehicle Parts; Vehicle Repair
		501 - 548 30 41 000 - Professional Services			238.56	Wheels & Rims
		501 - 548 30 41 000 - Professional Services			232.33	Vehicle Repair
2240	04/21/2015	Claims	1	56677 GARY ULLERICK	350.00	Facility Deposit Refund
		001 - 586 00 00 002 - Refund Facility Deposit			350.00	Facility Deposit Refund
2241	04/21/2015	Claims	1	56678 UNIFIRST CORPORATION	423.22	Uniforms; Uniforms; Uniforms; Uniforms
		001 - 518 30 20 002 - Uniforms			5.61	Uniforms
		001 - 518 30 20 002 - Uniforms			6.58	Uniforms
		406 - 531 30 20 002 - Uniforms			8.96	Uniforms
		406 - 531 30 20 002 - Uniforms			10.51	Uniforms
		401 - 533 50 20 002 - Uniforms			71.07	Uniforms
		401 - 533 50 20 002 - Uniforms			71.07	Uniforms
		403 - 534 50 20 002 - Uniforms			46.57	Uniforms
		403 - 534 50 20 002 - Uniforms			6.46	Uniforms
		403 - 534 50 20 002 - Uniforms			6.46	Uniforms
		403 - 534 50 20 002 - Uniforms			54.60	Uniforms
		101 - 542 30 20 002 - Uniforms			23.02	Uniforms
		101 - 542 30 20 002 - Uniforms			26.99	Uniforms
		501 - 548 30 20 002 - Uniforms			33.66	Uniforms
		501 - 548 30 20 002 - Uniforms			39.47	Uniforms
		001 - 576 80 20 002 - Uniforms			5.61	Uniforms
		001 - 576 80 20 002 - Uniforms			6.58	Uniforms
2242	04/21/2015	Claims	1	56679 UNUM LIFE INSURANCE	244.40	LEOFF Retiree
		107 - 521 20 20 000 - Personnel Benefits			244.40	Long Term Care Premium

CHECK REGISTER

City Of Milton

Time: 12:39:03 Date: 04/17/2015

MCAG #:

04/01/2015 To: 04/30/2015

Page: 11

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2243	04/21/2015	Claims	1	56680	TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	38.00	Safekeeping Fees
					001 - 514 20 49 000 - Miscellaneous	38.00	Safekeeping Fees
2244	04/21/2015	Claims	1	56681	UTILITIES UNDERGROUND LOC CENT	62.81	Monthly Locate
					401 - 533 50 41 000 - Professional Services	31.41	Monthly Locate
					403 - 534 50 41 000 - Professional Services	31.40	Monthly Locate
2245	04/21/2015	Claims	1	56682	WATER MANAGEMENT LABORATORIES	226.00	Water Testing
					403 - 534 51 41 000 - Professional Services	226.00	Water Testing
					001 General Fund	74,989.59	
					101 Street Fund	11,281.49	
					105 Drug Seizure Fund	858.79	
					107 Criminal Justice Fund	37,301.89	
					116 Community Events Fund	37.50	
					310 Capital Improvement Fund	64,164.51	
					401 Electric Utility Fund	61,220.96	
					403 Water Utility Fund	102,008.71	
					406 Stormwater Operations Fund	36,762.71	
					501 Vehicle Repair & Maintenance Fund	3,032.16	
					631 Trust / Suspense Funds	274.88	
					* Transaction Has Mixed Revenue And Expense Accounts	391,933.19	Claims: 391,933.19

I hereby certify 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

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

Councilmember
Councilmember

Councilmember
Councilmember

BACK TO AGENDA



To: Mayor Perry and City Council Members
From: Public Works Director Michael Mecham
Date: April 20, 2015 Regular Session
Re: 2014 Overlay Project Final Acceptance

ATTACHMENTS: A. None

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action:

“I move to approve the final acceptance of the 2104 TIB Overlay Program #078/#088.”

Fiscal Impact/Source of Funds: The City received a grant from the Washington Transportation Board (TIB) of \$418,049 for the pavement preservation on Taylor Street. Another grant was received in the amount of \$316,100 for the Milton Way Pavement Preservation. The City contributed to this project from street funds \$139,682. The total amount of the project was \$873,831.

Background : The City Received two grants for street improvements. The first grant was for pavement overlay of Taylor Street from Porter Way to the City Limits. The other grant was also for asphalt overlay from TIB for pavement on Milton Way from Juniper Street to 23rd Avenue. Tucci & Sons Construction was the successful bidder. Staff have inspected the construction and appropriate State agencies have approved the final steps of this project. The proposed action of the City Council is to accept this project so staff can release the performance bonds and insurance



To: Mayor Perry and City Council Members
From: Public Works Director Michael Mecham
Date: April 20, 2015 Regular Session
Re: Quit Claim Deed with Washington State Department of Transportation for Part of Lot 45 Block 45

ATTACHMENTS: A. Quit Claim Deed

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action:

"I move to approve the Quit Claim Deed with Washington State Department of Transportation for Part of Lot 45 Block 45."

Fiscal Impact/Source of Funds: No financial impact. The City has maintained this street for several years.

Issue: To facilitate the construction of Interstate 5 a large amount of real estate was purchased for right of way. As part of this process the City signed an agreement in 1972 to take possession of all unused or remnant parcels. This parcel in the exhibit was overlooked for several years. WSDOT has asked us to take possession of this piece of right of way.

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P. O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed
Grantor: State of Washington
Grantee: City of Milton
Legal Description: Part of Lot 14, Block 45, Milton Garden Tracts
Additional Legal Description is on page 1 of deed
Assessor's Tax Parcel Number: None Assigned-Public Road

QUITCLAIM DEED

IN THE MATTER OF SR 5, Tacoma to King County Line;

The STATE OF WASHINGTON, Grantor, for and in accordance with that agreement of the parties entitled Agreement No. GM 604, dated April 14, 1972, hereby conveys and quitclaims to the CITY OF MILTON, a Municipal Corporation of the State of Washington, Grantee, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in Pierce County, State of Washington:

A parcel described as Beginning at the Northwest corner of Lot 14, Block 45, Milton Garden Tracts; thence Southerly along the West line of said Lot, 65 feet; thence Northeasterly to a point on the North line of said Lot being 20 feet Easterly from the Northwest corner; thence Westerly to the True Point of Beginning.

The specific details concerning all of which may be found on sheet 7 of that certain plan entitled SR 5, Tacoma to King County Line, Right of Way Plan, bearing date of approval May 26, 1959, revised October 27, 1972, on file with the Secretary of Transportation, Olympia, Washington.

It is understood and agreed that the above-referenced property is transferred for road/street purposes only, and no other use shall be made of said property without obtaining prior written approval of the Grantor. Revenues resulting from any vacation, sale or rent of said property or any portion thereof, shall: (1) if the property is disposed of to a governmental entity for public use, be placed in the Grantee's road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provide in (1) above, be shared by the Grantee and Grantor, their successors or assigns in the same proportion as acquisition costs were shared, except that the Grantee may deduct the documented direct costs of any such vacation, sale or rental.

The Grantee, as part consideration herein, does hereby agree to comply with, and require its successors or assigns to comply with, all civil rights and anti-discrimination requirements of chapter 49.60 RCW, as to the right of way and roadway features herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 47.52.210(2).

The Grantee accepts said deed subject to all matters of record.

Dated at Olympia, Washington, this _____ day of _____, 2014.

STATE OF WASHINGTON

Lynn Peterson
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

REVIEWED AS TO FORM:

By: _____

STATE OF WASHINGTON)
): ss
County of Thurston)

On this ____ day of _____, 2014, before me personally appeared Lynn Peterson, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington, residing at

My Commission Expires _____

Quit Claim Part of Lot 14, Block 45

Milton Garden Tracts



City of Milton, WA
Public Works

Map Legend

Tax Parcels

- Base Parcel
- Condominium
- Other

Streams Hydrography

- ~ WARIS

River Routes

- ~ Roads

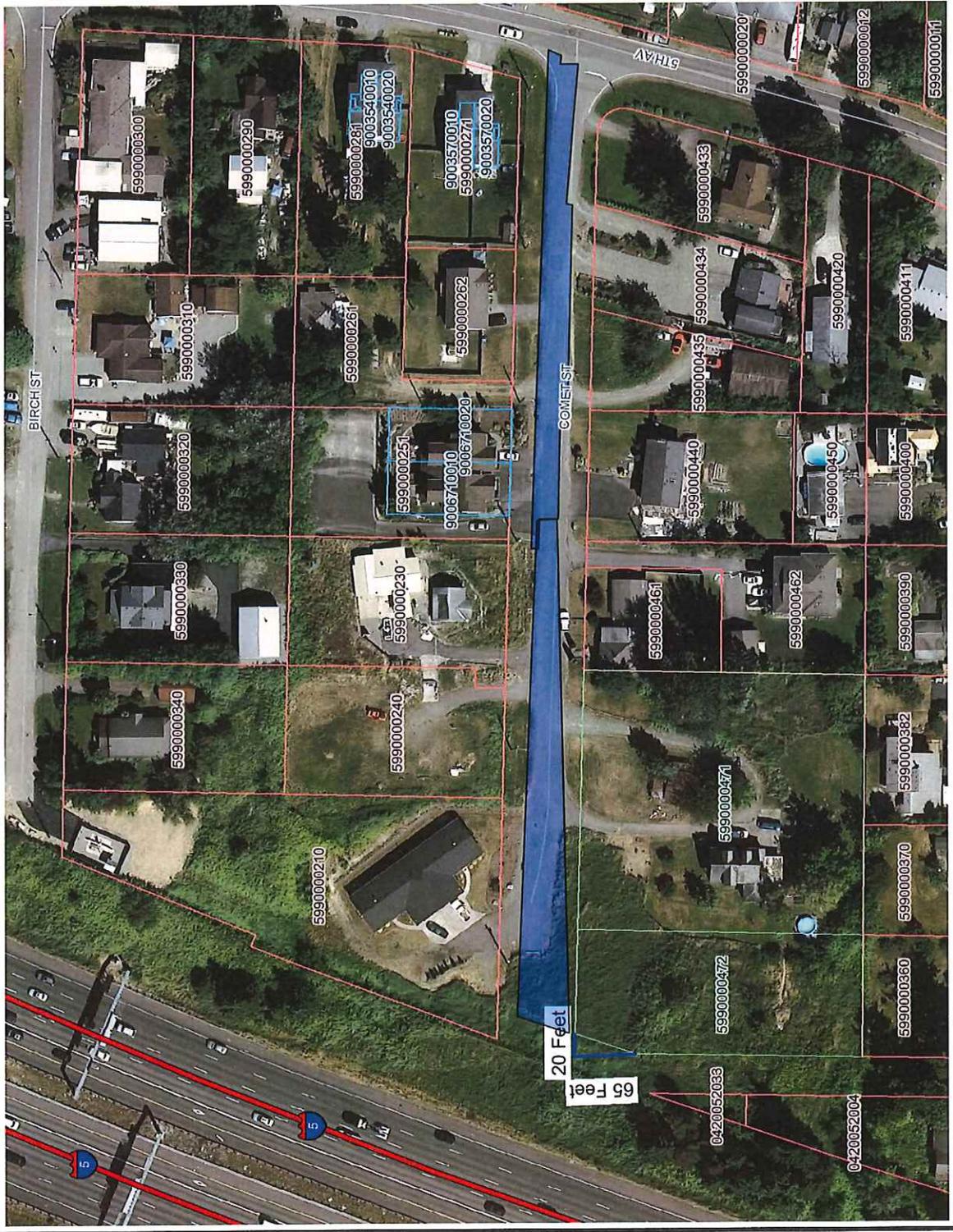
Interstate

- ~ Limited Access State Routes

Other State Routes

- ~ Ramps
- ~ Major Arterial
- ~ Collector
- ~ Local Access

County - 2011 - Ortho



Scale 1:1,374



Printed: 3/20/15 11:37 AM

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The orthophotos and other data may not align. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.



[Back to Agenda](#)

To: Mayor Perry and City Council Members
From: Public Works Director Michael Mecham
Date: April 20, 2015 Regular Session
Re: DKS Associates Consultant Agreement

ATTACHMENTS Consultant Agreement

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action:

“I move to approve the Consultant Agreement with DKS Associates for Engineering services.”

Fiscal Impact/Source of Funds: There are no funds that will be paid from City funds. All funds for these services will be paid by a BPA Grant.

Background The City has received a grant for electric conservation from BPA. A major portion of this grant is to convert the street light system to low energy LED fixtures. This contract is for engineering and construction management services.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER On-call General Engineering Services	WORK DESCRIPTION Illumination, Traffic, Energy Conservation, Project Management, Grant Implementation and Construction Services
CONSULTANT DKS Associates	CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO. Richard Hutchinson, 719 Second Ave., Suite 1250 Seattle, WA 98104 (206)382-9800
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 \$35,000
COMPLETION DATE May 25, 2016	

THIS AGREEMENT is entered into on _____, 201__ 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 materialman, 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

EXHIBIT A

SCOPE OF SERVICES

On-call General Engineering Services

(Illumination, Transportation, Energy Conservation, Project Management, Grant Implementation and Construction Services)

DKS (CONSULTANT) will provide services as outlined below as requested by the City of Milton (CITY) Public Works Department pertaining to the On-call General Transportation Engineering services support of projects.

Services will be provided on an On-call basis under a task order process between the CITY and CONSULTANT on a time and expense basis. The Task Order process will consist of the CITY contacting the CONSULTANT and requesting services related to an individual project. The individual Task Orders will be approved and signed by the Public Works Director. The Task Order will have a estimate of labor and other billable items needed to accomplish the task. The Task Order will also have a cost. Costs exceeding the original cost in the task must be approved by the Public Work Director before these costs are incurred. The amount of any one or accumulation of all Task Orders may not exceed the agreement amount of Thirty Five Thousand Dollars (\$35,000).

Services may include, but are not limited to, one or more of the following:

Public Involvement, presentations, funding source review and tracking, planning, studies, specification preparation, estimating, designing, drafting, survey, environmental permitting, plan/peer reviews, analyze and design illumination systems, bidding support, construction administration, construction observation, office engineering, and other tasks as necessary. The tasks may be related to transportation, traffic, illumination, energy efficiency, engineering type projects. Tasks may include work such as the following: planning, assessments, calculations, designing, luminaire evaluations, incentive program review, plan preparation, and other tasks as needed. These tasks may be related to roadway illumination, traffic signal design, evaluating new or existing facilities, and other energy saving type projects.

END EXHIBIT A



To: Mayor Perry and City Councilmembers
From: Police Chief Hernandez
Date: April 20, 2015 Regular Session
Re: **Interlocal Agreement with South Correctional Entity (SCORE) 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 SCORE for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE’s correctional facility.”

Fiscal Impact/Source of Funds: Jail costs to SCORE are expended on an as-needed basis and paid from the Criminal Justice fund of the General 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, for female inmates (which Fife doesn’t handle), and for times when there are medical or mental health concerns, Milton needs another facility for booking inmates. Therefore, SCORE is being utilized to meet these as-needed demands.

AGREEMENT FOR INMATE HOUSING -- 2015

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Milton, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the April 20, 2015 through March 31, 2017.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the City's custody of a City Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Specialty Housing – Inmates classified and held within specialty populations, either in medical or mental health housing, or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates

pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

- 4. Right to Refuse or Return City Inmate.** To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.
- 5. Inmate Transport.** The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. The City will also designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable.
- 6. Inmate Medical Records.** Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the City shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.
- 7. Inmate Property.** SCORE shall accept City Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for City Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each City Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to process the City Inmate's property not delivered and accepted into SCORE's possession. When returning City Inmates to the City, SCORE shall transport City Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the City Inmate's property not transported with the City Inmate.
- 8. Booking.** City Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the City Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.
- 9. Classification.** City Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

10. Housing. City Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards if accredited.

City Inmates shall be responsible for co-payment for health services according to SCORE policy. The City shall not be responsible to SCORE for City Inmate co-payments. No City Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a City Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, most pharmaceuticals, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Pharmaceutical prescribed for the treatment of Hepatitis, HIV, and biologics are not covered within the daily rate. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions.

13. Inmate Discipline. SCORE shall discipline City Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the City Inmate's emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as

reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel. City will provide to SCORE any numbers inmates should use to reach legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each City Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a City Inmate's account. Upon returning custody of a City Inmate to the City, SCORE shall transfer the balance of that City Inmate's account that is not subject to charges, to the City Inmate or to the City in the form of cash, check, debit card or other agreed upon methods in the name of the City Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the City may allow SCORE (or SCORE's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers.**

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release.**

SCORE shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a City Inmate escapes SCORE's custody, SCORE shall notify the City as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped City Inmates.

23. Death. If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36.C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract agencies to represent the contract agencies. At the time set for election of the at-large members, only the representatives of the contract agencies, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from April 20, 2015, at 12:00 A.M. and shall end at 11:59 P.M., on March 31, 2017 unless otherwise terminated in accordance with Section 35 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

34. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and SCORE in connection with or incidental to the performance or non-performance of the City's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

35. Insurance. SCORE and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the City shall each maintain throughout the term of this Agreement coverage in 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 comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between SCORE and the City with 90 days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the City's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s);

and 2) the City has removed its Inmates; and 3) the City has given SCORE formal written notice of final termination pursuant to this Section 36.B.

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

37. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

39. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

40. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

41. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

43. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the authorized signatory(ies) and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after April 20, 2015, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

This Agreement may be executed in any number of counterparts.

45. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CONTRACT AGENCY:
Mayor Debra Perry
City of Milton
1000 Laurel St
Milton, WA 98354
253-922-8733

TO SCORE: Director
20817 17th Avenue South
Des Moines, Washington 98198
Phone: (206) 257-6200
Fax: (206) 257-6310

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

SIGNATURE BLOCKS	
Agency: _____	South Correctional Entity
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A
MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B

PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply SCORE with the following Classification related information, if known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting agency may “borrow” another contracting agency’s Inmate as follows:

1. If a contracting agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE’s facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.
2. Prior to releasing a City Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be transferred to ICE upon release from SCORE.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or closest Member City of arrest.
2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:
 - a) Choose to remain in custody, by signing written waiver, and return to City by the regularly scheduled transport.
 - b) Be released to a family member or friend with confirmed transportation.
 - c) Be released via private taxi.