



CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street

August 3, 2015
Monday

Executive Session
6:00 p.m.

For the purpose of discussing potential agency litigation per RCW 42.30.110(1)(i).

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. 7/20/15 Regular Meeting
- B. Claims Approval:

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.

- i. Approval of the checks/vouchers numbers 57265-57344 in the amount of \$218,898.97.
- ii. Approval of the payroll disbursement of 7/20/15 in the amount of \$158,711.38.

C. Approval of IT Contracts

6. Regular Agenda

A. Contract Approvals – Sunnyside & Puyallup Jails

B. Ordinance – Utility Rates and Charges

C. Approval – Title and Job Description for Public Works Operations Superintendent

D. Consideration – Cancellation of August 17, 2015 Meeting

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.



DRAFT CITY COUNCIL MINUTES

Regular Meeting
Monday, July 20, 2015
7:00 p.m.

CALL TO ORDER

Mayor Perry called the meeting to order at 7:00 p.m., and led the flag salute.

ROLL CALL

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

Absent: Councilmember Manley (**MOTION TO EXCUSE** – Morton/Bennest – **passed 6/0**)

STAFF PRESENT

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

ADDITIONS / DELETIONS

CITIZEN PARTICIPATION

| Speaker | Address | Comments |
|----------------|--------------------------|---|
| Tom Boyle | 1109 9 th Ave | <ul style="list-style-type: none">• Things are looking good around town, all spruced up – big maple trees will need professional pruning within next 2 years or so• Attended Edgewood Picnic – about 40 vendors, Elvis impersonator – looking forward to Milton Days with its gourmet food offerings• Glad to see water quality report• Watched Tacoma Council citizen comment regarding the minimum wage proposal |

PRESENTATIONS

A. Fife Towing Milton Days Sponsorship Presentation

Events Committee Chair April Balsley introduced Phil Waldner from Fife Towing and Recovery, who presented a \$2,000 sponsorship check to the City for the 2015 Milton Days.

Mayor Perry thanked Mr. Waldner, saying that his was the first business to step up and support Milton Days. Mr. Waldner spoke on the honor to be part of the community and of Milton Days. He shared about the status and danger of the nature of the towing business.

CONSENT AGENDA

Approval of:

- A. Minutes
 - a. July 13, 2015 Regular Meeting
- B. Voucher and Payroll Approval
 - a. Checks/vouchers 57157-57254 in the amount of \$405,137.73.
- C. 24th Street Water Main Acceptance

COUNCILMEMBER MORTON MOVED, seconded by Councilmember Whalen, to approve the Consent Agenda. **Passed 6/0.**

REGULAR AGENDA

- Authorization for additional funds for purchase of Digger Derrick

Director Mecham explained the status of the existing equipment and the need for a new one, and answered council's questions.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Bennest, to approve the purchase of a digger derrick for the Public Works Department, authorize the additional \$19,000.00 allocation for equipment purchase in the Electric Fund, and add it to the 2015 Budget.

Council expressed support and appreciation for the electric company's response to emergencies and general maintenance of the utility.

The matter was voted on and passed 6/0.

- Second Quarter Financial Reports – continued discussion

Finance Director Garrison provided a brief summary of the 2nd Quarter report and addressed Council's comments and questions.

Discussion ensued regarding the storm water audit and associated revenues.

- Approval for Part-time Maintenance Worker I – continued discussion

Chief Hernandez explained the purpose for this proposed position, including the challenges of training time and turnover of seasonal workers, and the amount of projects that are needed to continue the improvements to city utilities, facilities, and parks.

Clarifying questions were answered, and discussion ensued.

COUNCILMEMBER WHALEN MOVED, seconded by Councilmember Bennest, to approve the establishment of a part-time Maintenance Worker 1 for the City of Milton, contingent on the completion of collective bargaining process, and add it to the 2015 budget in an approximate amount of \$32,000.

MAYOR PRO TEM ZAROUDNY moved, seconded by Councilmember Morton, to amend the motion to include the provision to reevaluate the position at the end of 2015.

Mayor Pro Tem Zaroudny explained the desire to maintain flexibility with regard to this position. Councilmember Morton concurred, pointing to the language in the job description which says, "This may not be a permanent position."

Councilmember Whalen said that applying such scrutiny to any one position more than all positions is unnecessary – all positions are subject to annual budget scrutiny.

The amendment to the motion was voted on and failed 4/2.

Mayor Perry called for a roll call vote:

Mayor Pro Tem Zaroudny – yes
Councilmember Johnson – no
Councilmember Morton – no
Councilmember Ott – yes
Councilmember Bennest – no
Councilmember Whalen – no

The main motion was voted on and passed 4/2.

Mayor Perry called for a roll call vote:

Mayor Pro Tem Zaroudny – yes
Councilmember Johnson – no
Councilmember Morton – yes
Councilmember Ott – no
Councilmember Bennest – yes
Councilmember Whalen – yes

COUNCIL REPORTS

Councilmember Whalen

- Concern over street trees and landscape maintenance standards
- Concern over commercial truck parking in Surprise Lake plaza
- Question regarding flying flags at half staff

MOTION (Whalen/Bennest) directing staff to investigate the appropriateness and authority of Council to honor these victims and find a day for publication.

Discussion ensued. **Motion withdrawn.**

Councilmember Bennest

- Edgewood Picnic very fun and eventful
- Concern over the lack of livelihood along Milton's corridors – we must take steps to bring in business

Councilmember Ott

- Been walking the Interurban Trail – concern over too many dog droppings
- King County fingerprint system and mobile ID – Chief Hernandez confirmed that these programs can be and are utilized to a larger extent
- Concern over the new park ADA bathrooms – by Sunday evening they were not well maintained
- 28th/Milton Way intersection progress – Director Mecham explained status

Councilmember Morton

- Concern over business vacancies

Councilmember Johnson

- Edgewood Picnic was very nice, as was the Heather Hills picnic
- Staffed the Milton Days table at the Garden Symphony – saw many residents enjoying the park
- Also concerned over business vacancies – tax benefits hard to combat

Mayor Pro Tem Zaroudny

- Impressed with how the park looked this weekend – Fuchsia Society said they are grateful for the city's support
- Need more trees in the park, generally speaking
- Survey for marijuana research – able to take the survey unlimited times which will skew the results – need to provide a link on the front page of the website for the survey
- The sooner a budget amendment is presented, the better

MAYOR'S REPORTS

- Quiet-before-the-storm regarding Meridian development
- Need a vacancy tax and some code changes to combat the empty stores – study session item in several months
- Busy weekend attending six events! Garden Symphony Tour was an incredible success. Edgewood Picnic has blossomed into a fun, full event. Heather Hills was fun.
- Expect a lot of housekeeping items to come to council in the fall

DIRECTOR'S REPORTS

Director Nix

- A lot of interest in Meridian properties and other development proposals happening
- Code enforcement case on Pacific Highway last week, including a stop work order

Director Mecham

- 28th/Milton
- ADA Bathrooms

Director Garrison

- Budget Amendment process has started

Chief Hernandez

- 620 calls for service over 14-day period
- August 4 is National Night Out – have materials for hand out
- Search warrant issued for quality of life issues on Pacific Highway
- Kudos to employee city staff for coordination of park preparedness
- Outside-of-house fire started from stain-soaked rag – no criminal intent and no habitable damage to home
- Recent email and internet interruption – quick fix while putting long-term solutions in place
- Budget document for 2016 will include narratives and metrics for more useful document
- Graduated first bike officers – one attended Fun Camp at SLMS
- Met with new fire chief – will be looking at renewing the ILA

ADJOURNMENT

Adjourned at 9:15 p.m.

Debra Perry, Mayor

ATTEST:

Katie Bolam, City Clerk

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
2015

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

Betty J Harrison
Finance Director

7-30-15
DATE

Claim Vouchers:

Payroll Disbursements:

| Dates | Check # | Amount | Date | Check # | Amount |
|-----------|-------------|---------------|-----------|-------------------------|--------------|
| 7/21/2015 | 57265-57302 | \$ 21,258.13 | 7/20/2015 | ACH | \$ 88,190.94 |
| 7/31/2015 | 57303 | \$ 4,000.00 | 7/20/2015 | 3867-3869 & 57255-57264 | \$ 68,644.24 |
| 7/28/2015 | 57305-57344 | \$ 193,640.84 | 7/29/2015 | 57345 | \$ 1,876.20 |

| | | | |
|--------------------------------|----------------------|-----------------------|----------------------|
| Total Accounts Payable: | \$ 218,898.97 | Total Payroll: | \$ 158,711.38 |
| Voids | 57228, 57304 | | |
| Printer Error Checks | | | |

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

\$377,610.35 Dated: **August 3, 2015**

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

CHECK REGISTER

City Of Milton

Time: 14:41:05 Date: 07/29/2015

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| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---------------|----------|--------------|---|---------------|--|
| 4480 | 07/21/2015 | Claims | 1 | 57265 | A WORKSAFE SERVICE, INC. | 52.00 | Drug Screening |
| | | | | | 001 - 517 90 41 000 - Prof Svcs | 52.00 | Drug Screening |
| | | APs | Amount | | For | | |
| | | 1995 | 52.00 | | Drug Screening | | |
| 4481 | 07/21/2015 | Claims | 1 | 57266 | ADAMSON POLICE PRODUCTS | 985.65 | Police Materials; Police Materials |
| | | | | | 107 - 521 20 35 000 - Small Tools and Equipment | 380.66 | Pepper Spray |
| | | | | | 107 - 521 20 35 000 - Small Tools and Equipment | 604.99 | Rope Throw Bag |
| | | APs | Amount | | For | | |
| | | 1960 | 380.66 | | Police Materials | | |
| | | 1961 | 604.99 | | Police Materials | | |
| 4482 | 07/21/2015 | Claims | 1 | 57267 | BLUMENTHAL UNIFORMS & EQUIP. | 65.59 | Uniforms |
| | | | | | 107 - 521 20 20 002 - Uniforms | 65.59 | Dress Hat - Hobbs |
| | | APs | Amount | | For | | |
| | | 1962 | 65.59 | | Uniforms | | |
| 4483 | 07/21/2015 | Claims | 1 | 57268 | BUDGET SIGNS INC. | 410.63 | Planning Materials |
| | | | | | 001 - 558 60 41 002 - Advertising | 410.63 | Yellow Boards For Planning Notices |
| | | APs | Amount | | For | | |
| | | 2000 | 410.63 | | Planning Materials | | |
| 4484 | 07/21/2015 | Claims | 1 | 57269 | CHUCKALS | 154.68 | PW Office Materials; PW Office Supplies |
| | | | | | 001 - 518 90 31 000 - Office and Operating Supplies | 8.22 | Fan, Folders |
| | | | | | 001 - 518 90 31 000 - Office and Operating Supplies | 19.53 | Folders, Shears, Highlighters, Tape, Wipes |
| | | | | | 406 - 531 10 31 000 - Office and Operating Supplies | 8.21 | Fan, Folders |
| | | | | | 406 - 531 10 31 000 - Office and Operating Supplies | 19.54 | Folders, Shears, Highlighters, Tape, Wipes |
| | | | | | 401 - 533 10 31 000 - Office and Operating Supplies | 8.21 | Fan, Folders |
| | | | | | 401 - 533 10 31 000 - Office and Operating Supplies | 19.53 | Folders, Shears, Highlighters, Tape, Wipes |
| | | | | | 403 - 534 10 31 000 - Office and Operating Supplies | 8.22 | Fan, Folders |
| | | | | | 403 - 534 10 31 000 - Office and Operating Supplies | 19.54 | Folders, Shears, Highlighters, Tape, Wipes |
| | | | | | 001 - 558 60 31 000 - Operating Supplies | 43.68 | Fan, Folders |
| | | APs | Amount | | For | | |
| | | 2001 | 76.54 | | PW Office Materials | | |
| | | 2002 | 78.14 | | PW Office Supplies | | |
| 4485 | 07/21/2015 | Claims | 1 | 57270 | COPY WRIGHTS INC | 37.69 | IT Materials |
| | | | | | 001 - 594 19 64 000 - Capital Expense - technology | 37.69 | Business Cards - Tiedeman |
| | | APs | Amount | | For | | |
| | | 1963 | 37.69 | | IT Materials | | |
| 4486 | 07/21/2015 | Claims | 1 | 57271 | WA STATE DEPT OF LICENSING | 47.25 | Vehicle Registration |
| | | | | | 107 - 521 20 48 001 - Vehicle Repairs and Maintena | 47.25 | Vehicle Registration #650 |
| | | APs | Amount | | For | | |
| | | 1989 | 47.25 | | Vehicle Registration | | |

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| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---------------|----------|---------------|---|---------------|---|
| 4487 | 07/21/2015 | Claims | 1 | 57272 | WA STATE DEPT OF LICENSING | 289.75 | Vehicle Registration |
| | | | | | 107 - 521 20 48 001 - Vehicle Repairs and Maintenæ | 289.75 | Vehicle Registration #636 |
| | | APs | Amount | | For | | |
| | 1990 | | 289.75 | | Vehicle Registration | | |
| 4488 | 07/21/2015 | Claims | 1 | 57273 | WA STATE DEPT OF LICENSING | 63.75 | Vehicle Registration |
| | | | | | 107 - 521 20 48 001 - Vehicle Repairs and Maintenæ | 63.75 | Vehicle Registration #931 |
| | | APs | Amount | | For | | |
| | 1991 | | 63.75 | | Vehicle Registration | | |
| 4489 | 07/21/2015 | Claims | 1 | E57274 | DARLENE DEYO | 33.82 | Reimbursement |
| | | | | | 107 - 521 20 43 000 - Travel | 16.15 | Mileage Reimbursement |
| | | | | | 107 - 521 30 31 000 - Crime Prevention Supplies | 17.67 | Candy For Milton Days/Ntl Night Out |
| | | APs | Amount | | For | | |
| | 1964 | | 33.82 | | Reimbursement | | |
| 4490 | 07/21/2015 | Claims | 1 | 57275 | DUCTZ | 800.00 | BPA Incentive Duct Installation; BPA Incentive Duct Installation |
| | | | | | 401 - 533 50 33 006 - BPA Reimbursement/Incentiv | 400.00 | BPA Incentive Duct Installation - Burke |
| | | | | | 401 - 533 50 33 006 - BPA Reimbursement/Incentiv | 400.00 | BPA Incentive Duct Installation-Haywood |
| | | APs | Amount | | For | | |
| | 1965 | | 400.00 | | BPA Incentive Duct Installation | | |
| | 1966 | | 400.00 | | BPA Incentive Duct Installation | | |
| 4491 | 07/21/2015 | Claims | 1 | E57276 | EPICPAY | 311.60 | Credit Card Payment Fees |
| | | | | | 406 - 531 10 41 000 - Professional Services | 62.32 | Credit Card Payment Fees |
| | | | | | 401 - 533 10 41 000 - Professional Services | 124.64 | Credit Card Payment Fees |
| | | | | | 403 - 534 10 41 000 - Professional Services | 124.64 | Credit Card Payment Fees |
| | | APs | Amount | | For | | |
| | 1967 | | 311.60 | | Credit Card Payment Fees | | |
| 4492 | 07/21/2015 | Claims | 1 | 57277 | CITY OF FIFE | 19.95 | Alarm Monitoring |
| | | | | | 107 - 521 20 42 000 - Communication | 19.95 | Alarm Monitoring |
| | | APs | Amount | | For | | |
| | 1968 | | 19.95 | | Alarm Monitoring | | |
| 4493 | 07/21/2015 | Claims | 1 | 57278 | HD SUPPLY WATERWORKS | 403.16 | Water Materials |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplieæ | 403.16 | Pipes And Accessories |
| | | APs | Amount | | For | | |
| | 1969 | | 403.16 | | Water Materials | | |
| 4494 | 07/21/2015 | Claims | 1 | 57279 | HIGRADE CONSTRUCTION ASPHALT | 105.02 | Materials ADA Restroom Community Park |
| | | | | | 310 - 594 76 63 067 - ADA Improvements - Park | 105.02 | Topsoil ADA Restroom Project Community Park |
| | | APs | Amount | | For | | |
| | 1970 | | 105.02 | | Materials ADA Restroom Community Park | | |
| 4495 | 07/21/2015 | Claims | 1 | 57280 | HONEY BUCKET | 289.35 | Monthly Lease |

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| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|--|--------------------------------|--|-----------------|--|
| | | 001 - 576 80 45 000 - Operating Rentals and Leases | | | 289.35 | Monthly Lease - Trail |
| | APs | Amount | For | | | |
| | 1971 | 289.35 | Monthly Lease | | | |
| 4496 | 07/21/2015 | Claims | 1 | 57281 ICMARC | 250.00 | 401A Plan Fees |
| | | 401 - 533 10 20 000 - Personnel Benefits | | | 250.00 | Quarterly Benefit Fee |
| | APs | Amount | For | | | |
| | 1972 | 250.00 | 401A Plan Fees | | | |
| 4497 | 07/21/2015 | Claims | 1 | 57282 KIMBALL MIDWEST | 852.05 | Fleet Materials |
| | | 501 - 548 30 31 000 - Office & Operating Supplies | | | 852.05 | Plugs, Pins, Buttons, Rings, Tape, Connectors Etc. |
| | APs | Amount | For | | | |
| | 1973 | 852.05 | Fleet Materials | | | |
| 4498 | 07/21/2015 | Claims | 1 | 57283 KPG | 3,141.22 | Engineering Services |
| | | 001 - 558 60 41 000 - Professional Services | | | 3,141.22 | Milton Comprehensive Plan Update |
| | APs | Amount | For | | | |
| | 1999 | 3,141.22 | Engineering Services | | | |
| 4499 | 07/21/2015 | Claims | 1 | 57284 LARSON CHRYSLER JEEP DODGE RAM | 1,545.03 | PD Fleet Repair; PD Fleet Repair |
| | | 107 - 521 20 48 001 - Vehicle Repairs and Mainten | | | 794.46 | Motor Cooling Fan Repair #41895D |
| | | 107 - 521 20 48 001 - Vehicle Repairs and Mainten | | | 750.57 | Driveshaft Repair #41893D |
| | APs | Amount | For | | | |
| | 1975 | 794.46 | PD Fleet Repair | | | |
| | 1976 | 750.57 | PD Fleet Repair | | | |
| 4500 | 07/21/2015 | Claims | 1 | 57285 JAMES & LORI MANLEY | 250.00 | Facility Rental Deposit Refund |
| | | 001 - 586 00 00 002 - Refund Facility Deposit | | | 250.00 | Facility Rental Deposit Refund |
| | APs | Amount | For | | | |
| | 2003 | 250.00 | Facility Rental Deposit Refund | | | |
| 4501 | 07/21/2015 | Claims | 1 | 57286 MARSH MUNFORD PRATT SULLIVAN + MCKENZIE | 202.06 | Electric Services; Electric Services |
| | | 401 - 533 10 41 000 - Professional Services | | | 87.52 | Pierce Cty Mutuals |
| | | 401 - 533 10 41 000 - Professional Services | | | 114.54 | WP-015 Appeal Group |
| | APs | Amount | For | | | |
| | 1996 | 87.52 | Electric Services | | | |
| | 1997 | 114.54 | Electric Services | | | |
| 4502 | 07/21/2015 | Claims | 1 | 57287 DONALD & JOLENE MAZZONI | 250.00 | Facility Rental Deposit Refund |
| | | 001 - 586 00 00 002 - Refund Facility Deposit | | | 250.00 | Facility Rental Deposit Refund |
| | APs | Amount | For | | | |
| | 1998 | 250.00 | Facility Rental Deposit Refund | | | |
| 4503 | 07/21/2015 | Claims | 1 | 57288 MILO'S LOCKSMITH CO. NC. | 8.99 | Parks Materials |
| | | 001 - 576 80 48 000 - Repair & Maintenance | | | 8.99 | Keys For RR Hydrant |

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| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|---------------|----------|--------------|---|-----------------|---|
| | | APs | | | Amount | | For |
| | 1977 | | | | 8.99 | | Parks Materials |
| 4504 | 07/21/2015 | Claims | 1 | 57289 | NEWS TRIBUNE, THE | 383.28 | Advertising |
| | | | | | 001 - 511 60 41 002 - Advertising | 383.28 | Legal And Public Notice Publications |
| | | APs | | | Amount | | For |
| | 1958 | | | | 383.28 | | Advertising |
| 4505 | 07/21/2015 | Claims | 1 | 57290 | NEWS TRIBUNE, THE | 200.18 | Advertising |
| | | | | | 001 - 558 60 41 002 - Advertising | 200.18 | Legal And Public Notice Publications |
| | | APs | | | Amount | | For |
| | 1959 | | | | 200.18 | | Advertising |
| 4506 | 07/21/2015 | Claims | 1 | 57291 | NORTHSTAR CHEMICAL | 6,886.32 | Water Materials; Water Materials |
| | | | | | 403 - 534 51 31 000 - Office and Operating Supplie: | 365.12 | Sodium Hypochlorite |
| | | | | | 403 - 534 51 31 000 - Office and Operating Supplie: | 6,521.20 | Sodium Hydroxide |
| | | APs | | | Amount | | For |
| | 1978 | | | | 365.12 | | Water Materials |
| | 1979 | | | | 6,521.20 | | Water Materials |
| 4507 | 07/21/2015 | Claims | 1 | 57292 | PCCNG | 600.00 | Mailing Services Newspaper Publication |
| | | | | | 001 - 513 10 41 002 - Advertising | 200.00 | Mailing Services Newspaper Publication July |
| | | | | | 107 - 521 20 41 002 - Advertising | 200.00 | Mailing Services Newspaper Publication - Police Article |
| | | | | | 001 - 558 50 41 002 - Advertising | 200.00 | Mailing Services Newspaper Publication July |
| | | APs | | | Amount | | For |
| | 1981 | | | | 600.00 | | Mailing Services Newspaper Publication |
| 4508 | 07/21/2015 | Claims | 1 | 57293 | PIERCE CO BUDGET & FINANCE | 225.00 | Jail Services |
| | | | | | 107 - 523 60 51 000 - Intergov. Jail Services | 225.00 | Jail Services |
| | | APs | | | Amount | | For |
| | 1980 | | | | 225.00 | | Jail Services |
| 4509 | 07/21/2015 | Claims | 1 | 57294 | PRO-BUILD | 82.86 | Park/Facility Materials |
| | | | | | 001 - 518 30 31 000 - Operating Supplies | 41.43 | Hose Connectors, Nozzle, Hose, Washers |
| | | | | | 001 - 576 80 31 000 - Operating Supplies | 41.43 | Hose Connectors, Nozzle, Hose, Washers |
| | | APs | | | Amount | | For |
| | 1982 | | | | 82.86 | | Park/Facility Materials |
| 4510 | 07/21/2015 | Claims | 1 | 57295 | DAN RAYBURN | 350.00 | Facility Rental Deposit Refund |
| | | | | | 001 - 586 00 00 002 - Refund Facility Deposit | 350.00 | Facility Rental Deposit Refund |
| | | APs | | | Amount | | For |
| | 2005 | | | | 350.00 | | Facility Rental Deposit Refund |
| 4511 | 07/21/2015 | Claims | 1 | 57296 | SUPPLYWORKS | 181.90 | Facility Materials |
| | | | | | 001 - 518 30 31 000 - Operating Supplies | 181.90 | Janitorial Supplies |

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City Of Milton

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| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------------|-------------------|--|----------|---|-----------------|---|
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 1983 | | 181.90 | | Facility Materials | | |
| 4512 | 07/21/2015 | Claims | 1 | 57297 UNIFIRST CORPORATION | 192.75 | Uniforms; Uniforms |
| | | 001 - 518 30 20 002 - Uniforms | | | 5.25 | Uniforms |
| | | 406 - 531 30 20 002 - Uniforms | | | 8.37 | Uniforms |
| | | 401 - 533 50 20 002 - Uniforms | | | 71.07 | Uniforms |
| | | 403 - 534 50 20 002 - Uniforms | | | 43.47 | Uniforms |
| | | 403 - 534 50 20 002 - Uniforms | | | 6.46 | Uniforms |
| | | 101 - 542 30 20 002 - Uniforms | | | 21.47 | Uniforms |
| | | 501 - 548 30 20 002 - Uniforms | | | 31.42 | Uniforms |
| | | 001 - 576 80 20 002 - Uniforms | | | 5.24 | Uniforms |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 1984 | | 115.22 | | Uniforms | | |
| 1985 | | 77.53 | | Uniforms | | |
| 4513 | 07/21/2015 | Claims | 1 | 57298 UTILITIES UNDERGROUND LOC CENT | 54.61 | Excavation Notifications |
| | | 401 - 533 50 41 000 - Professional Services | | | 27.30 | Excavation Notifications |
| | | 403 - 534 50 41 002 - Advertising | | | 27.31 | Excavation Notifications |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 1986 | | 54.61 | | Excavation Notifications | | |
| 4514 | 07/21/2015 | Claims | 1 | 57299 TERI VAEGA | 250.00 | Facility Rental Deposit Refund |
| | | 001 - 586 00 00 002 - Refund Facility Deposit | | | 250.00 | Facility Rental Deposit Refund |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 2004 | | 250.00 | | Facility Rental Deposit Refund | | |
| 4515 | 07/21/2015 | Claims | 1 | 57300 WA STATE TREASURER | 1,009.62 | Confiscated Property State Portion |
| | | 105 - 521 80 52 000 - State 10% Confiscated Prop | | | 1,009.62 | Confiscated Property State Portion |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 1992 | | 1,009.62 | | Confiscated Property State Portion | | |
| 4516 | 07/21/2015 | Claims | 1 | 57301 WATER MANAGEMENT LABORATORIES | 24.00 | Water Testing |
| | | 403 - 534 51 41 000 - Professional Services | | | 24.00 | Water Testing |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 1993 | | 24.00 | | Water Testing | | |
| 4517 | 07/21/2015 | Claims | 1 | 57302 WESTERN MACHINE WORKS, INC | 248.37 | Fleet Materials |
| | | 501 - 548 30 34 000 - Parts | | | 248.37 | Hydraulic Pins #47 |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 1994 | | 248.37 | | Fleet Materials | | |
| 4575 | 07/31/2015 | Claims | 1 | E57303 SANDRA ALLEN | 4,000.00 | Judge Services |
| | | 001 - 512 50 41 000 - Professional Services | | | 4,000.00 | Judge Services July 2015 |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 1841 | | 4,000.00 | | Judge Services | | |

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|-------------|-------------------|---------------|----------|--------------|---|-----------------|---|
| 4603 | 07/29/2015 | Claims | 1 | 57304 | PIERCE COUNTY SUPERIOR COURT | | Should have been a P/R Check to clear P/R A/P |
| 4604 | 07/28/2015 | Claims | 1 | 57305 | ALTEC INDUSTRIES INC. | 1,632.23 | Electric Materials; Fleet Materials |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 333.53 | Impact Wrench And Chainsaw Holders |
| | | | | | 501 - 548 30 34 000 - Parts | 1,298.70 | Bushings |
| | | APs | Amount | | For | | |
| | | 2035 | 333.53 | | Electric Materials | | |
| | | 2081 | 1,298.70 | | Fleet Materials | | |
| 4605 | 07/28/2015 | Claims | 1 | 57306 | BARCO PRODUCTS | 3,610.35 | Benches |
| | | | | | 001 - 576 80 31 000 - Operating Supplies | 3,610.35 | Benches For Interurban Trail |
| | | APs | Amount | | For | | |
| | | 2066 | 3,610.35 | | Benches | | |
| 4606 | 07/28/2015 | Claims | 1 | 57307 | BIG JOHN'S TROPIES INC | 80.24 | Nameplates |
| | | | | | 001 - 511 60 31 000 - Operating Supplies | 80.24 | Councilmeeting Nameplates |
| | | APs | Amount | | For | | |
| | | 2044 | 80.24 | | Nameplates | | |
| 4607 | 07/28/2015 | Claims | 1 | 57308 | CHUCKALS | 710.85 | PW Office Supplies; PW Office Supplies Credit; PW Office Supplies; Shop Office Supplies; Shop Office Supplies Credit; Shop Office Supplies; Shop Office Supplies; Shop Office Supplies |
| | | | | | 001 - 518 30 31 000 - Operating Supplies | 3.67 | File Folders |
| | | | | | 001 - 518 30 31 000 - Operating Supplies | 2.98 | Ink Cartridge |
| | | | | | 001 - 518 30 31 000 - Operating Supplies | 4.67 | Ink Cartridge, Labelss, Paper, Batteries, Eraser, Canned Air, Folders |
| | | | | | 001 - 518 90 31 000 - Office and Operating Supplies | 20.21 | Folders And Batteries |
| | | | | | 001 - 518 90 31 000 - Office and Operating Supplies | -16.07 | Credit For Returned Folders |
| | | | | | 001 - 518 90 31 000 - Office and Operating Supplies | 63.96 | Magazine File |
| | | | | | 406 - 531 10 31 000 - Office and Operating Supplies | 20.22 | Folders And Batteries |
| | | | | | 406 - 531 10 31 000 - Office and Operating Supplies | -16.06 | Credit For Returned Folders |
| | | | | | 406 - 531 30 31 000 - Operating Supplies | 3.67 | File Folders |
| | | | | | 406 - 531 30 31 000 - Operating Supplies | -10.35 | Office Supplies Credit |
| | | | | | 406 - 531 30 31 000 - Operating Supplies | 0.88 | Easel, Easel Pad, Organizer |
| | | | | | 406 - 531 30 31 000 - Operating Supplies | 29.46 | Ink Cartridge, Labelss, Paper, Batteries, Eraser, Canned Air, Folders |
| | | | | | 401 - 533 10 31 000 - Office and Operating Supplies | 20.21 | Folders And Batteries |
| | | | | | 401 - 533 10 31 000 - Office and Operating Supplies | -16.07 | Credit For Returned Folders |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 12.22 | File Folders |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | -24.15 | Office Supplies Credit |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 241.81 | Easel, Easel Pad, Organizer |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 2.98 | Ink Cartridge |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 73.41 | Ink Cartridge, Labelss, Paper, Batteries, Eraser, Canned Air, Folders |
| | | | | | 403 - 534 10 31 000 - Office and Operating Supplies | 20.22 | Folders And Batteries |
| | | | | | 403 - 534 10 31 000 - Office and Operating Supplies | -16.06 | Credit For Returned Folders |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplies | 12.22 | File Folders |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplies | -24.16 | Office Supplies Credit |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplies | 3.51 | Easel, Easel Pad, Organizer |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplies | 2.98 | Ink Cartridge |
| | | | | | 403 - 534 50 31 000 - Office and Operating Supplies | 73.41 | Ink Cartridge, Labelss, Paper, Batteries, Eraser, Canned Air, Folders |
| | | | | | 101 - 542 30 31 000 - Office and Operating Supplies | 3.67 | File Folders |

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|------------|------|---------------------|-------|-------------------------------|--------|--|
| | | 101 - 542 30 31 000 | | Office and Operating Supplies | -10.35 | Office Supplies Credit |
| | | 101 - 542 30 31 000 | | Office and Operating Supplies | 4.40 | Easel, Easel Pad, Organizer |
| | | 101 - 542 30 31 000 | | Office and Operating Supplies | 29.46 | Ink Cartridge, Labels, Paper, Batteries, Eraser, Canned Air, Folders |
| | | 001 - 558 60 31 000 | | Operating Supplies | 152.42 | Folders And Batteries |
| | | 001 - 575 50 31 000 | | Supplies - | 1.45 | File Folders |
| | | 001 - 575 50 31 000 | | Supplies - | 1.19 | Ink Cartridge |
| | | 001 - 575 50 31 000 | | Supplies - | 1.86 | Ink Cartridge, Labels, Paper, Batteries, Eraser, Canned Air, Folders |
| | | 001 - 576 80 31 000 | | Operating Supplies | 11.98 | File Folders |
| | | 001 - 576 80 31 000 | | Operating Supplies | 9.73 | Ink Cartridge |
| | | 001 - 576 80 31 000 | | Operating Supplies | 15.27 | Ink Cartridge, Labels, Paper, Batteries, Eraser, Canned Air, Folders |

| APs | Amount | For |
|------|--------|-----------------------------|
| 2013 | 233.28 | PW Office Supplies |
| 2014 | -64.26 | PW Office Supplies Credit |
| 2015 | 63.96 | PW Office Supplies |
| 2043 | 48.88 | Shop Office Supplies |
| 2053 | -69.01 | Shop Office Supplies Credit |
| 2054 | 250.60 | Shop Office Supplies |
| 2055 | 19.86 | Shop Office Supplies |
| 2056 | 227.54 | Shop Office Supplies |

4608 07/28/2015 Claims 1 E57309 COMCAST 21.38 Cable

| | | |
|---------------------|-------|-------|
| 107 - 521 20 42 000 | 10.70 | Cable |
| 401 - 533 50 42 000 | 5.34 | Cable |
| 403 - 534 50 42 000 | 5.34 | Cable |

| APs | Amount | For |
|------|--------|-------|
| 2007 | 21.38 | Cable |

4609 07/28/2015 Claims 1 57310 COPY WRIGHTS INC 41.57 Copies

| | | |
|---------------------|-------|------------------|
| 001 - 518 30 41 000 | 41.57 | Copies Of MAC/PD |
|---------------------|-------|------------------|

| APs | Amount | For |
|------|--------|--------|
| 2059 | 41.57 | Copies |

4610 07/28/2015 Claims 1 57311 WA STATE DEPT OF EMPLOYMENT SECURITY 15,959.00 2nd Qtr Unemployment

| | | |
|---------------------|-----------|----------------------|
| 001 - 514 20 20 000 | 445.90 | 2nd Qtr Unemployment |
| 107 - 521 20 20 000 | 11,500.00 | 2nd Qtr Unemployment |
| 107 - 521 20 20 000 | 668.85 | 2nd Qtr Unemployment |
| 406 - 531 10 20 000 | 668.85 | 2nd Qtr Unemployment |
| 401 - 533 10 20 000 | 1,114.75 | 2nd Qtr Unemployment |
| 403 - 534 10 20 000 | 1,114.75 | 2nd Qtr Unemployment |
| 101 - 542 30 20 000 | 222.95 | 2nd Qtr Unemployment |
| 501 - 548 30 20 000 | 222.95 | 2nd Qtr Unemployment |

| APs | Amount | For |
|------|-----------|----------------------|
| 2047 | 15,959.00 | 2nd Qtr Unemployment |

4611 07/28/2015 Claims 1 E57312 WA STATE DEPT OF L&I 32,152.36 LNI

| | | |
|---------------------|-----------|-------------|
| 107 - 521 20 20 000 | 281.75 | 3rd Qtr LNI |
| 001 - 575 50 20 000 | 49.29 | 3rd Qtr LNI |
| 001 - 589 99 99 999 | 31,821.32 | 3rd Qtr LNI |

| APs | Amount | For |
|------|-----------|-----|
| 2011 | 32,152.36 | LNI |

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|-------------|-------------------|--|----------|---|------------------|--|
| 4612 | 07/28/2015 | Claims | 1 | E57313 WA STATE DEPT OF REVENUE | 18,861.06 | Excise Tax And Tax Owed |
| | | 001 - 514 20 35 000 - Small Tools and Equipment | | | 5.42 | Tax Owed Amazon 110-5041957-2443416 |
| | | 001 - 518 90 35 000 - Small Tools and Equipment | | | 0.93 | Tax Owed Amazon 110-9008795-9919429 |
| | | 001 - 518 90 35 000 - Small Tools and Equipment | | | 5.44 | Tax Owed Amazon 110-5041957-2443416 |
| | | 107 - 521 20 20 002 - Uniforms | | | 7.34 | Tax Owed Amazon 103-3453662-512453 |
| | | 107 - 521 20 35 000 - Small Tools and Equipment | | | 11.74 | Tax Owed Amazon 1032303291-3554657 |
| | | 107 - 521 20 35 000 - Small Tools and Equipment | | | 32.25 | Tax Owed Amazon 103-4997670-5465025 |
| | | 107 - 521 20 35 000 - Small Tools and Equipment | | | 7.45 | Tax Owed Amazon 103-1542629-6177801 |
| | | 107 - 521 20 35 000 - Small Tools and Equipment | | | 0.75 | Tax Owed Amazon 110-2417516-8076260 |
| | | 107 - 521 20 35 000 - Small Tools and Equipment | | | 5.44 | Tax Owed Amazon 110-5041957-2443416 |
| | | 406 - 531 10 44 002 - Excise Tax | | | 965.19 | Storm Excise Tax |
| | | 401 - 533 10 44 002 - Elect Excise Tax | | | 9,968.43 | Electric Excise Tax |
| | | 403 - 534 10 44 002 - Water Excise Tax | | | 7,798.42 | Water Excise Tax |
| | | 403 - 534 50 48 000 - Repairs and Maintenance | | | 15.28 | Tax Owed Supplyhouse.com 1583355 |
| | | 501 - 548 30 34 000 - Parts | | | 10.81 | Tax Owed Weathertech 299494710 |
| | | 001 - 594 19 64 000 - Capital Expense - technology | | | 3.06 | Tax Owed Amazon 103-6291080-8113818 |
| | | 001 - 594 19 64 000 - Capital Expense - technology | | | 2.07 | Tax Owed Amazon 103-3055150-8155412 |
| | | 001 - 594 19 64 000 - Capital Expense - technology | | | 14.46 | Tax Owed Amazon 103-4558593-4874617 |
| | | 001 - 594 19 64 000 - Capital Expense - technology | | | 6.58 | Tax Owed Encryptomatic 201505151241-400784 |
| | | | | | | |
| | | APs | | Amount | | For |
| | | 2046 | | 18,861.06 | | Excise Tax And Tax Owed |
| 4613 | 07/28/2015 | Claims | 1 | E57314 DISCOVERY BENEFITS | 11.70 | Administrative Fee |
| | | 001 - 517 30 49 000 - FSA Plan Fees | | | 11.70 | Administrative Fee |
| | | | | | | |
| | | APs | | Amount | | For |
| | | 2010 | | 11.70 | | Administrative Fee |
| 4614 | 07/28/2015 | Claims | 1 | 57315 FERGUSON ENTERPRISES, INC. #1539 | 405.85 | Return Water Material; Water Material; Water Materials; Water Materials |
| | | 403 - 534 50 31 000 - Office and Operating Supplies | | | 444.49 | Meter Parts |
| | | 403 - 534 50 48 000 - Repairs and Maintenance | | | 723.79 | Cables |
| | | 403 - 534 50 48 001 - Equipment Repair & Maintenance | | | -2,862.23 | Return |
| | | 403 - 534 50 48 001 - Equipment Repair & Maintenance | | | 2,099.80 | Water Material (Offset By Return) |
| | | | | | | |
| | | APs | | Amount | | For |
| | | 1380 | | -2,862.23 | | Return Water Material |
| | | 1381 | | 2,099.80 | | Water Material |
| | | 1654 | | 723.79 | | Water Materials |
| | | 2036 | | 444.49 | | Water Materials |
| 4615 | 07/28/2015 | Claims | 1 | 57316 ANDRY & ANNA GONCHAROV | 192.11 | Refund inactive customer credit balance |
| | | 406 - 343 10 00 000 - Storm Drainage Fees | | | -86.35 | |
| | | 401 - 343 30 00 000 - Electric Sales | | | -15.68 | |
| | | 403 - 343 40 10 000 - Water Sales | | | -105.08 | |
| | | 401 - 369 90 00 401 - Misc Revenue | | | 15.00 | |
| | | | | | | |
| | | APs | | Amount | | For |
| | | 2028 | | 192.11 | | Refund inactive customer credit balance |

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|-------------|-------------------|---------------|----------|---------------|--|------------------|---|
| 4616 | 07/28/2015 | Claims | 1 | 57317 | GOVERNMENTJOBS.COM, INC. | 1,378.44 | Central Stores Material |
| | | | | | 001 - 517 60 49 002 - Misc Exp - Dues & Membersl | 1,378.44 | Performance Software License |
| | | APs | Amount | | For | | |
| | 2009 | | 1,378.44 | | Central Stores Material | | |
| 4617 | 07/28/2015 | Claims | 1 | 57318 | GRAY & OSBORNE INC | 882.99 | Engineering |
| | | | | | 310 - 595 30 63 082 - Milton Way Ped Improv | 882.99 | Milton Way Ped Imps #82 |
| | | APs | Amount | | For | | |
| | 2024 | | 882.99 | | Engineering | | |
| 4618 | 07/28/2015 | Claims | 1 | 57319 | HD SUPPLY POWER SOLUTIONS | 719.48 | Electric Materials; Electric Materials; Electric Materials |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 18.77 | Wire |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 490.66 | Wire And Clamps |
| | | | | | 401 - 533 50 31 000 - Operating Supplies | 210.05 | Photo Controls 120-277 |
| | | APs | Amount | | For | | |
| | 2075 | | 18.77 | | Electric Materials | | |
| | 2076 | | 490.66 | | Electric Materials | | |
| | 2080 | | 210.05 | | Electric Materials | | |
| 4619 | 07/28/2015 | Claims | 1 | 57320 | HD SUPPLY WATERWORKS | 158.27 | Water Materials |
| | | | | | 403 - 534 51 31 000 - Office and Operating Supplie | 158.27 | Water Line Supplies |
| | | APs | Amount | | For | | |
| | 2037 | | 158.27 | | Water Materials | | |
| 4620 | 07/28/2015 | Claims | 1 | 57321 | HONEY BUCKET | 169.63 | Monthly Lease |
| | | | | | 001 - 576 80 45 000 - Operating Rentals and Leases | 169.63 | Monthly Lease |
| | | APs | Amount | | For | | |
| | 2041 | | 169.63 | | Monthly Lease | | |
| 4621 | 07/28/2015 | Claims | 1 | 57322 | KIMBALL MIDWEST | 605.30 | Fleet Materials |
| | | | | | 501 - 548 30 31 000 - Office & Operating Supplies | 605.30 | Nuts, Bolts, Tubes, Washers, Spade |
| | | APs | Amount | | For | | |
| | 2063 | | 605.30 | | Fleet Materials | | |
| 4622 | 07/28/2015 | Claims | 1 | E57323 | LAKEHAVEN UTILITY DISTRICT | 921.70 | Intertie Ready To Serve Fee |
| | | | | | 403 - 534 50 47 000 - Public Utility Services | 921.70 | Intertie Ready To Serve Fee |
| | | APs | Amount | | For | | |
| | 1974 | | 921.70 | | Intertie Ready To Serve Fee | | |
| 4623 | 07/28/2015 | Claims | 1 | 57324 | MCCAWSO DESIGNS | 70.02 | Milton Days Materials |
| | | | | | 116 - 573 91 41 002 - Milton Days - Advertising | 70.02 | Milton Days Numbers For Banners |
| | | APs | Amount | | For | | |
| | 2058 | | 70.02 | | Milton Days Materials | | |
| 4624 | 07/28/2015 | Claims | 1 | 57325 | MILTON CITY OF | 48,100.91 | Utility Tax |
| | | | | | 406 - 531 10 44 001 - Utility Taxes | 5,791.11 | UB Tax |
| | | | | | 401 - 533 10 44 001 - Utility Tax | 15,628.80 | UB Tax |

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|-------------|-------------------|---|----------|--|------------------|---|
| | | 403 - 534 10 44 001 - Utility Tax | | | 14,197.94 | UB Tax |
| | | 406 - 597 04 07 406 - Transfer to FUND 407/Capita | | | 12,483.06 | UB Tax |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 2045 | | 48,100.91 | | Utility Tax | | |
| 4625 | 07/28/2015 | Claims | 1 | 57326 MPH INDUSTRIES, INC | 1,339.06 | Police Equipment |
| | | 107 - 521 20 35 002 - Equip Purchase - WASPC | | | 1,339.06 | Radar Equipment - WA Traffic Safety Commission Grant |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 2017 | | 1,339.06 | | Police Equipment | | |
| 4626 | 07/28/2015 | Claims | 1 | 57327 MT. VIEW EDGEWOOD WATER CO. | 427.48 | Intertie |
| | | 403 - 534 51 47 001 - Public Utility Services | | | 427.48 | Intertie |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 2052 | | 427.48 | | Intertie | | |
| 4627 | 07/28/2015 | Claims | 1 | 57328 NEWS TRIBUNE, THE | 1,021.35 | Advertising; Advertising; Advertising; Advertising |
| | | 403 - 534 50 41 002 - Advertising | | | 496.00 | Maintenance Worker II Advertisement |
| | | 001 - 558 60 41 002 - Advertising | | | 157.15 | GMA Update |
| | | 001 - 558 60 41 002 - Advertising | | | 103.70 | Meeting Notice 5/27 |
| | | 001 - 558 60 41 002 - Advertising | | | 264.50 | NOA Neighborhood Mtg |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 2048 | | 157.15 | | Advertising | | |
| 2049 | | 103.70 | | Advertising | | |
| 2050 | | 264.50 | | Advertising | | |
| 2051 | | 496.00 | | Advertising | | |
| 4628 | 07/28/2015 | Claims | 1 | E57329 OGDEN MURPHY WALLACE | 11,863.00 | Legal Services |
| | | 001 - 515 30 41 000 - City Attorney | | | 11,813.00 | Routine Legal Services |
| | | 001 - 515 30 41 000 - City Attorney | | | 50.00 | DOJ Complaint |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 2089 | | 11,863.00 | | Legal Services | | |
| 4629 | 07/28/2015 | Claims | 1 | E57330 PIERCE COUNTY SEWER | 134.07 | Sewer; Sewer; Sewer; Sewer |
| | | 001 - 518 30 47 000 - Public Utility Service | | | 8.20 | City Hall Sewer |
| | | 107 - 521 20 47 000 - Utilities | | | 31.01 | PD Sewer |
| | | 406 - 531 30 47 000 - Public Utility Services | | | 4.44 | City Hall Sewer |
| | | 406 - 531 30 47 000 - Public Utility Services | | | 1.57 | PW Shops Sewer |
| | | 401 - 533 50 47 000 - Public Utility Services | | | 7.18 | City Hall Sewer |
| | | 401 - 533 50 47 000 - Public Utility Services | | | 9.81 | PW Shops Sewer |
| | | 403 - 534 50 47 000 - Public Utility Services | | | 7.52 | City Hall Sewer |
| | | 403 - 534 50 47 000 - Public Utility Services | | | 8.23 | PW Shops Sewer |
| | | 101 - 542 30 47 000 - Utilities | | | 0.68 | City Hall Sewer |
| | | 001 - 558 50 47 000 - Public Utility Services | | | 2.39 | City Hall Sewer |
| | | 001 - 558 60 47 000 - Public Utilities | | | 2.39 | City Hall Sewer |
| | | 001 - 569 00 47 000 - Public Utilities-SC | | | 31.00 | MAC Sewer |
| | | 001 - 575 50 47 000 - Public Utilities Services | | | 18.27 | Community Building Sewer |
| | | 001 - 576 80 47 000 - Public Utility Service | | | 1.38 | City Hall Sewer |
| <hr/> | | | | | | |
| APs | | Amount | | For | | |
| 2029 | | 34.18 | | Sewer | | |

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|--|-------------------|---------------|----------|---|-----------------|---|-----|--|--------|--|-----|--|--|------|--|----------|--|-------------------------|--|--|------|--|-------|--|-------|--|--|------|--|-------|--|-------|--|--|
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 20%;">Amount</td> <td style="width: 10%;"></td> <td style="width: 20%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2030</td> <td></td> <td>62.01</td> <td></td> <td>Sewer</td> <td></td> <td></td> </tr> <tr> <td>2031</td> <td></td> <td>18.27</td> <td></td> <td>Sewer</td> <td></td> <td></td> </tr> <tr> <td>2032</td> <td></td> <td>19.61</td> <td></td> <td>Sewer</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2030 | | 62.01 | | Sewer | | | 2031 | | 18.27 | | Sewer | | | 2032 | | 19.61 | | Sewer | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2030 | | 62.01 | | Sewer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2031 | | 18.27 | | Sewer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2032 | | 19.61 | | Sewer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4630 | 07/28/2015 | Claims | 1 | 57331 PROFORCE LAW ENFORCEMENT | 2,902.98 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 107 - 521 20 31 001 - Ammunition | 2,902.98 | Ammunition | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 20%;">Amount</td> <td style="width: 10%;"></td> <td style="width: 20%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2019</td> <td></td> <td>2,902.98</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2019 | | 2,902.98 | | | | | | | | | | | | | | | | | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2019 | | 2,902.98 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4631 | 07/28/2015 | Claims | 1 | 57332 PUBLIC SAFETY TESTING | 125.00 | Recruiting Assistance | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 107 - 521 20 41 000 - Professional Services | 125.00 | Recruiting Assistance, 2nd Qtr 2015 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 20%;">Amount</td> <td style="width: 10%;"></td> <td style="width: 20%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2016</td> <td></td> <td>125.00</td> <td></td> <td>Recruiting Assistance</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2016 | | 125.00 | | Recruiting Assistance | | | | | | | | | | | | | | | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2016 | | 125.00 | | Recruiting Assistance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4632 | 07/28/2015 | Claims | 1 | 57333 RIGHT! SYSTEMS, INC | 590.76 | IT Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 001 - 594 19 64 000 - Capital Expense - technology | 590.76 | VMWare IT | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 20%;">Amount</td> <td style="width: 10%;"></td> <td style="width: 20%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2025</td> <td></td> <td>590.76</td> <td></td> <td>IT Services</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2025 | | 590.76 | | IT Services | | | | | | | | | | | | | | | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2025 | | 590.76 | | IT Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4633 | 07/28/2015 | Claims | 1 | 57334 SCORE | 3,190.00 | Jail Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 107 - 523 60 51 000 - Intergov. Jail Services | 3,190.00 | Jail Services June 2015 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 20%;">Amount</td> <td style="width: 10%;"></td> <td style="width: 20%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2018</td> <td></td> <td>3,190.00</td> <td></td> <td>Jail Services</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2018 | | 3,190.00 | | Jail Services | | | | | | | | | | | | | | | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2018 | | 3,190.00 | | Jail Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4634 | 07/28/2015 | Claims | 1 | 57335 SHOPE CONCRETE PRODUCTS CO. | 213.88 | Water Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 403 - 534 51 31 000 - Office and Operating Supplies | 213.88 | Catch Basin And Riser | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2038 | | 213.88 | | Water Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4635 | 07/28/2015 | Claims | 1 | 57336 STANDARD PARTS CORPORATION (NAPA) | 254.33 | Fleet Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 501 - 548 30 34 000 - Parts | 259.92 | Thermostat - Hummer | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 501 - 548 30 34 000 - Parts | -5.59 | 2% Discount | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2033 | | 254.33 | | Fleet Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4636 | 07/28/2015 | Claims | 1 | 57337 STERLING HEIGHTS HOMEOWNERS | 250.00 | Facility Deposit Refund | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 001 - 586 00 00 002 - Refund Facility Deposit | 250.00 | Facility Deposit Refund | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 20%;">Amount</td> <td style="width: 10%;"></td> <td style="width: 20%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2057</td> <td></td> <td>250.00</td> <td></td> <td>Facility Deposit Refund</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2057 | | 250.00 | | Facility Deposit Refund | | | | | | | | | | | | | | | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2057 | | 250.00 | | Facility Deposit Refund | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4637 | 07/28/2015 | Claims | 1 | 57338 SUPPLYWORKS | 1,045.35 | Facility Materials; Facility Supplies; Facility Supplies; Electric Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 001 - 518 30 31 000 - Operating Supplies | 65.36 | Mat For MAC Kitchen | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 001 - 518 30 31 000 - Operating Supplies | 166.70 | Janitorial Supplies | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 001 - 518 30 31 000 - Operating Supplies | 28.54 | Janitorial Supplies | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 401 - 533 50 31 000 - Operating Supplies | 784.75 | Brackets | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CHECK REGISTER

City Of Milton

Time: 14:41:05 Date: 07/29/2015

MCAG #:

07/01/2015 To: 07/31/2015

Page: 12

| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------------|---|----------|-------------------------------------|------------------|--|-----|--|--------|--|-----|--|--|------|--|-----------|--|--------------------|--|--|------|--|-----------|--|--------------------|--|--|------|--|-------|--|-------------------|--|--|------|--|--------|--|--------------------|--|--|
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 15%;">Amount</td> <td style="width: 15%;"></td> <td style="width: 15%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2072</td> <td></td> <td style="text-align: right;">65.36</td> <td></td> <td>Facility Materials</td> <td></td> <td></td> </tr> <tr> <td>2073</td> <td></td> <td style="text-align: right;">166.70</td> <td></td> <td>Facility Supplies</td> <td></td> <td></td> </tr> <tr> <td>2074</td> <td></td> <td style="text-align: right;">28.54</td> <td></td> <td>Facility Supplies</td> <td></td> <td></td> </tr> <tr> <td>2088</td> <td></td> <td style="text-align: right;">784.75</td> <td></td> <td>Electric Materials</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2072 | | 65.36 | | Facility Materials | | | 2073 | | 166.70 | | Facility Supplies | | | 2074 | | 28.54 | | Facility Supplies | | | 2088 | | 784.75 | | Electric Materials | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2072 | | 65.36 | | Facility Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2073 | | 166.70 | | Facility Supplies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2074 | | 28.54 | | Facility Supplies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2088 | | 784.75 | | Electric Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4638 | 07/28/2015 | Claims | 1 | 57339 TOTEM ELECTRIC | 7,331.99 | Street Repair | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 101 - 542 30 48 000 - Repairs and Maintenance | | | 7,331.99 | Signal Repair MW & Porter | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 15%;">Amount</td> <td style="width: 15%;"></td> <td style="width: 15%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2039</td> <td></td> <td style="text-align: right;">7,331.99</td> <td></td> <td>Street Repair</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2039 | | 7,331.99 | | Street Repair | | | | | | | | | | | | | | | | | | | | | | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2039 | | 7,331.99 | | Street Repair | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4639 | 07/28/2015 | Claims | 1 | 57340 U.S. GEOLOGICAL SURVEY | 4,220.00 | USGS Expenses | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 403 - 534 50 41 000 - Professional Services | | | 4,220.00 | Expenses To Construct & Calibrate Groundwater Flow In Puyallup River Watershed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 15%;">Amount</td> <td style="width: 15%;"></td> <td style="width: 15%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2012</td> <td></td> <td style="text-align: right;">4,220.00</td> <td></td> <td>USGS Expenses</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2012 | | 4,220.00 | | USGS Expenses | | | | | | | | | | | | | | | | | | | | | | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2012 | | 4,220.00 | | USGS Expenses | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4640 | 07/28/2015 | Claims | 1 | 57341 UNIFIRST CORPORATION | 184.02 | Uniforms; Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 001 - 518 30 20 002 - Uniforms | | | 4.85 | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 406 - 531 30 20 002 - Uniforms | | | 7.73 | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 401 - 533 50 20 002 - Uniforms | | | 71.07 | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 403 - 534 50 20 002 - Uniforms | | | 40.18 | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 403 - 534 50 20 002 - Uniforms | | | 6.46 | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 101 - 542 30 20 002 - Uniforms | | | 19.85 | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 501 - 548 30 20 002 - Uniforms | | | 29.04 | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 001 - 576 80 20 002 - Uniforms | | | 4.84 | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2067 | | 106.49 | | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2068 | | 77.53 | | Uniforms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4641 | 07/28/2015 | Claims | 1 | E57342 VERIZON WIRELESS | 39.02 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 401 - 533 10 42 000 - Communications | | | 19.51 | Verizon Charges | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 403 - 534 10 42 000 - Communication | | | 19.51 | Verizon Charges | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2008 | | 39.02 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4642 | 07/28/2015 | Claims | 1 | 57343 WASHINGTON TRACTOR | 48.64 | Fleet Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 501 - 548 30 34 000 - Parts | | | 48.64 | Edger Carburetor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2082 | | 48.64 | | Fleet Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4643 | 07/28/2015 | Claims | 1 | 57344 WESCO RECEIVABLES CORP | 31,774.47 | Electric Materials; Electric Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 310 - 595 30 63 082 - Milton Way Ped Improv | | | 10,385.06 | Okonite For MW Ped Improvement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 310 - 595 30 63 082 - Milton Way Ped Improv | | | 21,389.41 | Cable For Underground Milton Way By The School | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 15%;">Amount</td> <td style="width: 15%;"></td> <td style="width: 15%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>2040</td> <td></td> <td style="text-align: right;">10,385.06</td> <td></td> <td>Electric Materials</td> <td></td> <td></td> </tr> <tr> <td>2042</td> <td></td> <td style="text-align: right;">21,389.41</td> <td></td> <td>Electric Materials</td> <td></td> <td></td> </tr> </table> | | | | | | | APs | | Amount | | For | | | 2040 | | 10,385.06 | | Electric Materials | | | 2042 | | 21,389.41 | | Electric Materials | | | | | | | | | | | | | | | | |
| APs | | Amount | | For | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2040 | | 10,385.06 | | Electric Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2042 | | 21,389.41 | | Electric Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



To: Mayor Perry and City Council Members
From: Tony Hernandez, Chief of Police
Ron Tiedeman, IT Director
Date: August 3, 2015
Re: **Approval of IT Contracts**

-
- ATTACHMENTS:**
- A. Contract – Right Systems Inc for Office 365
 - B. Contract – Right Systems Inc for ShoreTel
 - C. Contract – Destiny Software for Agendaquick
 - D. Quote – Comcast Business for Internet Upgrade
 - E. Agenda Item from June 1, 2015 Council Meeting

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to approve the vendor-specific contracts for products and services approved by and budgeted for by Council on June 1, 2015.”

Previous Council Review: At the meeting of June 1, 2015, City Council reviewed and approved proposed IT expenses for 2015 (Attachment E).

Issue: Staff has researched and is proposing purchases as per the attached contracts.

Discussion: The preferred-vendor contracts attached are proposed to complete projects based on technology, service, support, and cost. These are identified as critical business continuity projects.

- **Office365** – Migrate existing exchange email services to Microsoft online, resolving known issues with email server and imminent upgrade if no solution is found. New service allows remote hosting of email, and provides Internet access to all Microsoft software applications. Approved Budget: \$23,000 – Migration/ First year: \$23,000 – Annual Cost 2016: \$14,280
- **Phone System** – Current “hosted” phone system requires daily maintenance due to remote hosting and services. Weekly failures result in citizen and employee complaints and loss of business efficiencies. Recommended purchase of WSCA contracted phone system would integrate current systems, and new phone equipment, handsets, and redundancy. Addition of phone lines will be required; however, savings will amount to approximately \$12,000 annually. Current Annual Cost: \$17,502.84 – Proposed: \$28,750.00 – Annual cost: \$6,000
- **Agendaquick/Help Desk:** Software utilized to support internal and external customer requests. Software will assist in managing, monitoring and reporting workload within IT. Subsequently, the company will provide Agenda Management and forms request software

to help automate council agenda and Clerk document tracking as well as implementing a form tracking system for facility and internal requests. Approved budget: \$10,000 – Annual Contract: \$6,000

- **Internet Upgrade** - Business runs on the Internet. Currently, the City of Milton operates numerous applications on the internet requiring reliable consistent connections. Milton current operates applications for finances, permit systems, backup solutions, and various day to day email and bill processing duties over a “dsl” connection which also provides wireless hot spot connectivity. We propose upgrading this connection for disaster recovery, and business continuity purposes as well as service level agreements to a Comcast fiber connection which guarantees 24x7 support and minimum speed of 30mb allowing increase in staff, citizen, and contract productivity. Current Annual Cost: \$5,000 – Proposed Annual Cost to upgrade: \$14,400



City of Milton

Office 365

Statement of Work

July 2, 2015

Prepared by:
RSI Professional Services

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| PHASE 2 - OFFICE 365 TENANT PROVISIONING AND CUSTOMIZATION..... | 3 |
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PROJECT OVERVIEW

The City of Milton has asked Right! Systems Inc. (RSI) for a proposal in the form of a Statement of Work (SOW) to migrate their existing on-premises Exchange 2003 infrastructure to Microsoft's cloud-based Office 365. This SOW will detail that effort, including in-depth phases, time estimates for the aforementioned phases, and deliverable objectives for the consideration of City of Milton's IT staff.

PROJECT TASKS/ACTIVITIES/DELIVERABLES

The following defines the activities, deliverables, and prerequisites associated with delivery of the City of Milton project.

PHASE 1 - READINESS ASSESSMENT AND ONSITE DISCOVERY

- Onsite review of client systems to document existing environment.
- Identify potential challenges to migration and provide plan for resolution.
- Provide client with thorough understanding of Office 365 capabilities and features in comparison to existing environment.
- Complete Active Directory (AD) Readiness Analysis
 - Including
 - (1) root forest AD Domain
- Complete On Premises Exchange Readiness Analysis.
 - Including (1) Exchange 2003 Servers in one Exchange Org. at one core/central site

Deliverable: Completed Onsite Discovery, Issues Report provided

PHASE 2 - OFFICE 365 TENANT PROVISIONING AND CUSTOMIZATION

RSI will assist client with provisioning / verification of provisioned Office 365 licensing from Microsoft. In addition Right! Systems Inc. will perform the following services to customize Office 365 tenant to client specifications (**or verify it is ideally configured**):

Setup of Office 365 Tenant with Client during Provisioning Process

- Domain Verification
- DNS Additions and Modifications
- Exchange Online Service Configuration
- Customization of Retention Policy and Tagging
- Customization of SPAM / Anti-Virus / Anti-Malware Filtering and related policies
- Installation and Configuration of DirSync on existing VM/Server which is compatible/available
- Activation and Customization of ActiveSync
- Configuration of SMTP mail flow inbound / outbound
- **Deliverable: Completed Provisioning and Configuration of Office 365 Base Tenant**

PHASE 3 – DIRSYNC DEPLOYMENT

RSI will assist in the installation and configuration of Microsoft's Directory Synchronization service (DirSync) to be placed on a domain-joined server, preferably not a Domain Controller. This phase will allow local active directory credentials to be synchronized with the 365 tenant, allowing for same sign-on with office 365 products.

- **Deliverable: Completed Deployment of DirSync Service on a Domain-Joined Member Server**

PHASE 4 - ENTERPRISE EXCHANGE MIGRATION

This phase is designed for organizations requiring a rapid client cutover / deployment of Office 365 Exchange Online throughout their organization or for organizations who wish to maintain only cloud based Exchange services at the end of the project.

The City of Milton has requested that they personally perform the majority of the mailbox transfers themselves, with RSI assisting with an initial test group of five (5) mailboxes transfers, and training the IT Staff to complete the rest as necessary.

City of Milton and RSI have discussed using a 3rd Party Migration Tool for this project. RSI will prepare all necessary items and execute the migration of five (5) test mailboxes, and provide training to the City of Milton IT Staff to complete the remainder of the transfers. Once the 3rd party tools are used to migrate / synchronize the vast majority (or all of) the data, RSI will assist with cutover to O365 during a maintenance window (typically a weekend). If Phase 1 (Onsite Discovery) yields smaller mailbox sizes, PST export may be used in replacement of a migration tool.

City of Milton and RSI have discussed “NOT” using a Hybrid-mode configuration. They wish to “cut over” to Office 365 and use tools to migrate the data from existing exchange to Exchange Online with as minimal downtime as can be achieved.

Client Requirements

- 3rd Party Exchange / O365 Migration tools
- Available Bandwidth to sustain large data migrations
- All Appropriate Hardware and Software Licensing

Migration Deployment and Integration

- Install and Configure 3rd Party Tools use for O365 Migration.
 - **NOTE:** Some tools are “cloud-based” and some require installation onto a Server / VM. RSI assumes that City of Milton will have any Server / VMs built ahead of project start.
- Test and validate 3rd Party Tool configuration and connection to O365’s Exchange instance and On-Premises Exchange servers.
- Setup test users on Exchange 2003 and perform a test migration batch, work thru issues until working as expected.
- Plan for MX/related DNS record changes, and plan for execution at specific time.
- Mailboxes Moves Pre-Scheduled with Right! Systems Inc. Team, coordinate data transfer
- **Deliverable: Completed Setup of Migration Tools, Testing of Tools, and plan for cutover of MX records to enable mail-flow to Office 365.**

Execution of 3rd Party Tool Migration / Synchronization (pre-migration)

- Use tools to begin synchronization / migration of data, RSI will perform a test batch of five (5) mailboxes, after which point the City of Milton IT Staff will complete the remaining transfers.
- Verify / Monitor migration thru stages
- RSI will provide support for errors encountered during this phase.
- **Deliverable: Completed O365 / DNS Changes for migration, documentation of changes made to DNS, etc.**

Execution of Office 365 Cutover

- Execute cutover of DNS to make O365’s exchange live during planned maintenance window.
- Assist City of Milton with client connectivity / testing use of O365 email.
- **Deliverable: Completed O365 / DNS Changes for migration, documentation of changes made to DNS, etc.**

PHASE 5 – POST-MIGRATION SUPPORT

Any large-scale migration can have unforeseen issues. Only with proper planning, execution, and post-migration plan can an IT department overcome the unforeseen issues.

- RSI recommends up to one day onsite with an Engineer to assist with the Post-Migration Issues.
- Assist with decommissioning the legacy Exchange system(s).
- **Deliverable: Completed Onsite post-migration time and identified any outstanding Exchange issues.**

PHASE 6 – DOCUMENTATION

As project progresses, documentation will be produced using industry-standard formats to ensure ease of reading and future compatibility. A diagram, build checklist, and general overall description document will be provided. Any related documents created during the project will be added / compiled during this phase.

- After each Phase, a portion of the documentation will be updated
- **Deliverable: All final documentation items to be delivered in PDF format.**

PROJECT TEAM

PROJECT ENGINEERS

The role of the Project Engineer (“PE”) is to plan and lead day-to-day project activities, making adjustments as needed during the progression of the work described in the project scope. Common Project Engineer tasks include, but are not limited to:

- Performing daily activities that deliver the project scope
- Implementation of all technical solutions put forth in this SOW
- Creation and development of project documentation deliverables
- Leading meetings necessary for project deliverables (e.g. design reviews and knowledge transfers)
- Technical review of progress with the team

PROJECT MANAGER

RSI will assign a Project Manager (“PM”) to act as a single point of contact for City of Milton, for the management of the services set forth in this SOW. The PM employs formal project management techniques and methodologies based on best practice and industry standards. Project management tasks may include, but are not limited to:

- Acting as the single point of contact and accountability for successful delivery of this statement of work
- Maintaining a focus on time, cost, and scope
- Coordination of kick-off, status, and closure meetings
- Establishing and managing the services schedule, deliverables, and status reporting
- Identification and management of risks, issues, and escalations
- Facilitate change management as needed
- Confirmation of delivered milestones and services in accordance with this SOW
- Obtaining service completion and project sign-off from City of Milton

Note: PM activities are conducted both onsite and in a remote capacity as appropriate

GENERAL ASSUMPTIONS

The general assumptions for this SOW may or may not apply to this project/engagement.

- City of Milton may need to provide a convenient workspace for RSI team members.

- RSI may need to have access to City of Milton offices during this project.
- RSI engineers may need network connectivity or a workstation provided by City of Milton.
- The appropriate City of Milton technical resources may need to be available.
- City of Milton may need to provide RSI access to technical support from the provider of any hardware being affected by this project during regular business and after hours.
- City of Milton may need to provide RSI updated drivers for hardware and components from the manufacturer that may be affected by this project.
- City of Milton may need to have appropriate software licensing for the work being performed on this project.
- RSI is not responsible for any hardware failures during this project which could potentially cause the schedule of project completion to be delayed and may submit a Change Order to readjust the time for completion based on the circumstances.
- Project time estimates do not include any time or costs associated with hardware or software related support incidents. Those incidents that result in RSI needing to open and work to resolution a vendor related issue on behalf of City of Milton, will be viewed as a Change Order to this agreement and will require a Change Order Request form to be completed, signed and approved.

CHANGE MANAGEMENT PROCESS

RSI follows a structured methodology with respect to managing unexpected project scope changes. Such changes may be encountered during projects. If items requiring a change to the original Statement of Work are identified, the following are the steps that we will follow to discuss with City of Milton management and document using the Change Order Request form at the end of this SOW:

- Discuss and confirm need for additional work with City of Milton.
- Identify additional tasks and deliverables associated with the scope change.
- Estimate the work effort associated with the additional tasks and deliverables.
- Based on the work effort estimate, determine the impact on schedule and budget, including contingency.
- Use contingency budget, if possible.
- Draft a new statement of work if the estimates:
 - Require additional resources
 - Affect the project schedule or budget

PROJECT PRICING

Based on the requirements gathered from City of Milton and in the RSI Deliverables section of this project, the following table represents the estimated pricing related to this project.

Rates applied in this SOW are based on normal working hours of Monday through Friday 8:00 AM – 5:00 PM. After hours and Saturday rates are applied at time and a half with Sunday rates at double the normal billable rate.

Pre-paid agreement rates/funds apply (if un-checked standard rates apply)

Engagement Pricing

| Project Deliverable | RSI Staffing | Hours | Rate | Total |
|----------------------------------|--------------|-----------|----------|--------------------|
| Phase 1 - Onsite Discovery | RSI Engineer | 8 | \$200.00 | \$ 1,600.00 |
| Phase 2 - Tenant Provisioning | RSI Engineer | 8 | \$200.00 | \$ 1,600.00 |
| Phase 3 - DirSync Deployment | RSI Engineer | 4 | \$200.00 | \$ 800.00 |
| Phase 4 - Exchange Migration | RSI Engineer | 12 | \$200.00 | \$ 2,400.00 |
| Phase 5 - Post Migration Support | RSI Engineer | 8 | \$200.00 | \$ 1,600.00 |
| Phase 6 - Documentation | RSI Engineer | 4 | \$200.00 | \$ 800.00 |
| Project Management | RSI PMP | Fixed Fee | | \$ 880.00 |
| Total Estimate | | 44 | | \$ 9,680.00 |

Note: As this is an estimate, if additional hours are required to complete this SOW, an executed Change Order will be required.

SCHEDULING AND RESOURCES TERMS

RSI projects and resources are scheduled based on the following terms:

- City of Milton acknowledges that RSI will schedule qualified resource(s) upon receiving this executed agreement, and an accompanying purchase order, if required. Scheduling for qualified resources may require anywhere from two (2) to three (3) weeks lead time.
- City of Milton acknowledges that once RSI has scheduled resources for this project, any changes by City of Milton must be submitted to RSI no later than two (2) weeks prior to the project start date.
- Should City of Milton determine the need to delay the project start date, RSI will make every effort to re-schedule qualified resources within eight (8) weeks of the originally scheduled start date.
- City of Milton acknowledges that RSI requires an eight (8) hour minimum per day, per qualified resources for onsite work.
- City of Milton acknowledges that RSI requires a two (2) hour minimum per day, per qualified resources for remote (offsite) work.

City of Milton initials _____ (**Customer agrees to Scheduling and Resources Terms stated above**)

CANCELLATION POLICY

RSI requires a five (5) business day notice for any cancellation of scheduled services.

TRAVEL AND EXPENSES

In the event that RSI is required or requested to travel during this project it is expected and agreed to that City of Milton will reimburse RSI for any necessary and agreed upon travel expenses. Travel expenses will be submitted to City of Milton for reimbursement using current standard IRS guidelines for expenses. RSI will endeavor to select reasonably priced airlines, hotels, meals, and other expenses. These expenses may include the following:

- Airfare
- Rental Car, Parking, Ground Transportation and Tolls
- Meals
- Lodging

LOCAL TRAVEL COSTS

For any days during this project that the engineer is not utilized for the full eight (8) hours, RSI will bill one way travel at the engineer's billable rate from the local office.

TERMS AND CONDITIONS

Confidential Information

Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other Party, including, but not limited to, software, technical processes and formulas, source codes, email, voicemail, wireless communications, firewalls, passwords and other unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement.

Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

No Hire

During the course of this project and for a period of twelve months following the conclusion of this SOW, City of Milton shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of Milton.

Invoicing and Payment

RSI will need a **Purchase Order Number** prior to performing the services listed herein. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of Milton will mutually agree to a progressive invoicing schedule on weekly or bi-weekly basis.

Late Payment: City of Milton shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of Milton fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of the greater of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of Milton to RSI. In addition, failure of City of Milton to fully pay any undisputed fees within forty-five (45) days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI,

and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve City of Milton from paying past undisputed due fees plus interest and in the event of collection enforcement, City of Milton shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes: City of Milton shall pay or reimburse RSI for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the performance by RSI under this Agreement; excluding, however, income taxes on profits which may be levied against RSI.

Purpose/Meaning of Signatures

City of Milton signature on this document indicates that City of Milton agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by City of Milton. City of Milton decision to purchase the services described will be based on this document in its entirety.

RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of City of Milton decision to purchase and providing that City of Milton provides appropriate purchase/payment commitments.

Note: Indicate whether or not your organization requires a purchase order to process payments. If so, please provide a purchase order number and attach a copy of the purchase order to this agreement.

License and Proprietary Rights

Proprietary Rights of City of Milton:

As between City of Milton and RSI, City of Milton information shall remain the sole and exclusive property of City of Milton, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of Milton hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of Milton information as necessary to render the Services to City of Milton under this Agreement.

Proprietary Rights of RSI:

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to City of Milton, including, without limitation, all copyrights, trademarks, patents,

trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "RSI Materials") shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of Milton hereby transfers and assigns to RSI all rights, title and interest which City of Milton may have in and to the RSI Materials. City of Milton acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

Warranties

RSI Warranties: RSI represents and warrants that;

- (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and
- (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with Industry Standards applicable to the work defined in this SOW.

City of Milton Warranties: City of Milton represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty: Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

Indemnification

City of Milton: City of Milton agrees to indemnify, defend, and hold harmless RSI, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of City of Milton representations, warranties, or agreements hereunder; (ii) arises out of the negligence or willful misconduct of City of Milton; or (iii) any of the City of Milton information to be provided by City of Milton hereunder or other City of Milton material relevant to RSI's Services infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

RSI: RSI agrees to indemnify, defend, and hold harmless City of Milton, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action arises out of the gross negligence or willful misconduct of RSI.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

Limitation of Liability

RSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, City of Milton data files, programs or information through accident, fraudulent means or

devices. RSI shall have no liability with respect to RSI's obligations under this agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. In any event, the liability of RSI to City of Milton for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Milton under this agreement during the four (4) months immediately preceding the date on which such claim accrued. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.

Termination and Renewal

Term: This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for ninety (90) days, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term").

Termination: Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy, or the other Party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within ten (10) days of receipt of notice specifying the breach. RSI may terminate this Agreement at any time and for any reason by providing written notice of termination to City of Milton and refunding a pro rata portion of fees paid to City of Milton for Services not yet rendered on the date of termination.

Termination and Payment: Upon any termination or expiration of this Agreement, City of Milton shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

Miscellaneous

Entire Agreement: This Agreement and attached Schedules constitute the entire agreement between City of Milton and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation: The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors: RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of City of Milton.

Amendments: No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification: RSI may use the name of and identify City of Milton as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure: Except for the payment of fees by City of Milton, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law: This Agreement shall be governed in all respects by the laws of the State of Washington without regard

RIGHT! SYSTEMS, INC. PROFESSIONAL SERVICES GROUP

to its conflict of law's provisions, and City of Milton and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and City of Milton and RSI hereby submit to the jurisdiction of such courts.

Assignment: City of Milton shall not assign, without the prior written consent of RSI, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver: The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability: If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts: This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings: The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions: Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival: All provisions of this Agreement relating to City of Milton warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of Milton indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

CUSTOMER BILLING INFORMATION

| |
|---|
| Company Billing Name: City of Milton |
| Billing Address: 1000 Laurel Street |
| City, State, Zip: Milton, WA 98354 |
| Billing Contact Name: Ron Tiedeman |
| Billing Contact Telephone: (253) 266-5355 |
| Billing Contact Fax: |
| Billing Contact Email: RTiedeman@cityofmilton.net |
| RSI Project Number: CW#2362 |
| City of Milton Purchase Order Number: |

WORK SITE INFORMATION

| |
|--|
| Company Name: City of Milton |
| Work Site Address: 1000 Laurel Street |
| City, State, Zip: Milton, WA 98354 |
| Site Contact Name: Ron Tiedeman |
| Site Contact Telephone: (253) 266-5355 |
| Site Contact Email: RTiedeman@cityofmilton.net |

PROJECT AGREEMENT

The signatures below indicate that Right! Systems, Inc. and City of Milton agree to all of the terms and conditions detailed in this Statement of Work; and, if a City of Milton Purchase Order number is required for invoicing by Right! Systems, Inc., City of Milton agrees to provide Purchase Order number and/or copy of Purchase Order with signed Statement of Work.

This Statement of Work is valid for 30 days from July 2, 2015.

| Right! Systems, Inc. | City of Milton |
|----------------------|----------------|
| Name: | Name: |
| Signature: | Signature: |
| Title: | Title: |
| Date: | Date: |

Please sign and FAX entire document to Greg Buhre at RSI - **360-956-0336** or email the entire document to rsisupport@rightsys.com.

Back to Agenda Bill 5C



Right! Systems, Inc.

2600 Willamette Drive NE
 Suite C
 Lacey, WA 98516
 Phone: 360-528-4077

QUOTE

| | |
|-------------------------|--|
| Date | 07/08/15 |
| Quote # | RSIQ24087 |
| SalesRep | Casey DeBow 360-528-4077 |
| Prepared By | Kati Brasch 509-321-0705 |
| Customer Contact | Ron Tiedeman (253) 266-5355 RTiedeman@cityofmilton.net |

Customer

City of Milton
 Ron Tiedeman (253) 266-5355
 1000 Laurel Street
 Milton, WA 98354
 United States

Bill To

City of Milton
 Ron Tiedeman (253) 266-5355
 1000 Laurel Street
 Milton, WA 98354
 United States

Ship To:

City of Milton
 Ron Tiedeman (253) 266-5355
 1000 Laurel Street
 Milton, WA 98354
 United States

| | |
|--|------------------|
| Terms: | Ship Via: |
| Special Instructions: WSCA ShoreTel Contract # AR627 | |

| # | Description | Part # | Qty | Unit Price | Ext. Price |
|---|---|--------|-----|--------------------|--------------------|
| 1 | BUNDLE, SBE 100 - T1A TRUNKING, 50 USER WITHOUT SERVER | 10487 | 1 | \$7,995.00 | \$7,995.00 |
| 2 | LICENSE, EXTENSION & MAILBOX | 30035 | 8 | \$130.00 | \$1,040.00 |
| 3 | LICENSE, EXTENSION ONLY | 30039 | 2 | \$91.00 | \$182.00 |
| 4 | ShoreTel IP Phone IP480 - Requires ST 14 or later | 10495 | 6 | \$122.85 | \$737.10 |
| 5 | Start Kit: IP930D DECT Phone (Includes Base, Handset&Charger) - Requires ST 14 or later | 10384 | 2 | \$389.35 | \$778.70 |
| 6 | Base: IP930D DECT Phone (Add-on) - Requires ST 14 or later | 10386 | 1 | \$324.35 | \$324.35 |
| 7 | IP PHONE, IP480G | 10497 | 42 | \$239.85 | \$10,073.70 |
| 8 | IP PHONE, IP485G | 10498 | 5 | \$278.85 | \$1,394.25 |
| 9 | IP PHONE, IP655 W/ANTIGLARE | 10429 | 2 | \$486.85 | \$973.70 |
| | | | | Sub Total | \$23,498.80 |
| | | | | Sales Tax | |
| | | | | Grand Total | \$23,498.80 |

Terms and Conditions

Terms are 30 OAC. Right! Systems Inc. Standard Terms and Conditions apply. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.

AGENDAQUICK SOFTWARE AS A SERVICE (SAAS) AGREEMENT

EFFECTIVE DATE: August 1, 2015

PARTIES:

1. Destiny Software Inc. ("Supplier"), of 19724 166th Ave NE, Woodinville, Washington 98072; Mailing address: PO Box 827, Woodinville, WA 98072 and
2. City of Milton ("Customer") of 1000 Laurel Street, Milton, WA 98354

BACKGROUND:

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of agenda & minutes preparation, public records requests, video integration and workflow & process management.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

AGREED TERMS:

1. **Definitions.** In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:

Authorized Users: those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

Business Day: any day which is not a Saturday, Sunday or public holiday in the U.S.

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Confidential Information: information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information in clause 10.5.

Customer Data: the data inputted by the Customer, Authorized Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the document made available to the Customer by the Supplier from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Initial Subscription Term: the initial term of this agreement as set out Schedule 2

Meeting Type: any individual meeting type purchased by the Customer and created within the system for the purpose of using the Services, pursuant to clause 8.1 and Schedule 1

Normal Business Hours: 8.00 am to 5.00 pm local PST time, each Business Day.

Renewal Period: the period described in clause 13.1.

Services: the subscription services provided by the Supplier, as set out in paragraph 1 of Schedule 1, to the Customer under this agreement via the website assigned to the Customer by the Supplier, or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the subscription services, as set out in paragraph 1 of Schedule 1.

Subscription Term: has the meaning given in clause 13.1.

Support Services Policy: the Supplier's policy for providing support in relation to the Services as made available at the website assigned to the Customer by the Supplier, or such other website address as may be notified to the Customer from time to time.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle Authorized Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.1 A reference to writing or written includes faxes but not e-mail.

2. **SUBSCRIPTION SERVICES**

2.1 Subject to the Customer purchasing the Subscription Services in accordance with clause 3.3 and clause 8.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the number of Meeting Types and Authorized Users, the Customer undertakes that:

- (a) the maximum number of Meeting Types and Authorized Users that it authorizes to access and use the Services and the Documentation shall not exceed the number of Meeting Types and User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation;
- (c) each Authorized User shall keep a secure password for their use of the Services and Documentation and that each Authorized User shall keep their password confidential;
- (d) it shall maintain, within the security administration portion of the application, an up to date list of current Authorized Users and promptly remove any unAuthorized Users;
- (e) it shall permit the Supplier to audit the Services in order to establish the number of Meeting Types and the name and password of each Authorized User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- (f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within [10] Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or
- (f) causes damage or injury to any person or property;

and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

2.5 The Customer shall use all reasonable endeavors to prevent any unAuthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unAuthorized access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. **ADDITIONAL SUBSCRIPTION SERVICES**

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional Subscription Services to the services set out in paragraph 1 of Schedule 1 and the Supplier shall grant access to the Services and the Documentation to such additional Subscription Services in accordance with the provisions of this agreement.

3.2 If the Customer wishes to purchase additional Subscription Services, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional Subscription Services and respond to the Customer with approval or disapproval of the request (such approval not to be unreasonably withheld).

3.3 If the Supplier approves the Customer's request to purchase additional Subscription Services, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the

relevant fees for such additional Subscription Services as set out in paragraph 1 of Schedule 1 and, if such Subscription Services are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. **SERVICES**

- 4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 4.2 The Supplier shall use commercially reasonable endeavors to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10:00 pm to 2:00 am PST time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavors to give the Customer at least 6 Normal Business Hours' notice in advance.
- 4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

5. **CUSTOMER DATA**

- 5.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2 The Supplier shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).
- 5.3 The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at the website assigned to the Customer by the Supplier, or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

- 5.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the state where the Customer and the Authorized Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;
 - (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
 - (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (d) the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - (e) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. **SUPPLIER'S OBLIGATIONS**

- 6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly Authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 The Supplier warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this agreement.

7. **CUSTOMER'S OBLIGATIONS**

7.1 The Customer shall:

(a) provide the Supplier with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by the Supplier; in order to render the Services, including but not limited to Customer Data, security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorized User's breach of this agreement;

(e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. **CHARGES AND PAYMENT**

8.1 The Customer shall pay the Subscription Fees to the Supplier in accordance with this clause 8 and Schedule 1.

8.2 The Customer shall on the Effective Date provide to the Supplier approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

(a) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:

(i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii) subject to clause 13.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

8.3 If the Supplier has not received payment within [30 days] after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on such due amounts at an annual rate equal to 10% commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in U.S. dollars

(b) are, subject to clause 12.4(b), non-cancellable and non-refundable;

(c) are exclusive of state and local taxes (if applicable), which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.5 If, at any time while using the Services, the Customer exceeds the amount of disk storage space specified in Schedule 1, the Supplier shall charge the Customer, and the Customer shall pay the Supplier's then current excess data storage fees. The Supplier's excess data storage fees current as at the Effective Date are set out in Schedule 1.

8.6 The Supplier shall be entitled to modify the Subscription Fees, the fees payable in respect of the additional Subscription Services purchased pursuant to clause 3.3 and/or the excess storage fees payable pursuant to clause 8.5 at the start of each Renewal Period upon 90 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

9. **PROPRIETARY RIGHTS**

9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. **CONFIDENTIALITY**

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 10.7 This clause 10 shall survive termination of this agreement, however arising.

11. **INDEMNITY**

- 11.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- (a) the Customer is given prompt notice of any such claim;

- (b) the Supplier provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and
 - (c) the Customer is given sole authority to defend or settle the claim.
- 11.2 The Supplier shall, subject to clause 11.5, defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United States patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) the Supplier is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to the Supplier in the defense and settlement of such claim, at the Supplier's expense; and
 - (c) the Supplier is given sole authority to defend or settle the claim.
- 11.3 In the defense or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
 - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. **LIMITATION OF LIABILITY**

- 12.1 Subject to the provisions of clause 11 this clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of this agreement;
 - (b) any use made by the Customer of the Services and Documentation or any part of them; and

- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.3 Nothing in this agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

13. **TERM AND TERMINATION**

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

- 13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:
- (a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors; or
 - (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - (f) the other party ceases, or threatens to cease, to trade; or
 - (g) there is a change of control of the other party; or
 - (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
 - (i) the supplier and Customer mutually agree to terminate the agreement for any reason.
- 13.3 On termination of this agreement for any reason:
- (a) all licenses granted under this agreement shall immediately terminate;
 - (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavors to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination

(whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

- (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

14. **FORCE MAJEURE**

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. **WAIVER**

- 15.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 15.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

16. **SEVERANCE**

- 16.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. **ENTIRE AGREEMENT**

- 17.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 17.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

18. **ASSIGNMENT**

- 18.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

19. **NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. **THIRD PARTY RIGHTS**

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns).

21. **NOTICES**

- 21.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.
- 21.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

22. **GOVERNING LAW AND JURISDICTION**

- 22.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with the laws of the State of Washington.

22.2 This agreement, including its payment obligation, is performable in Pierce County, Washington and venue for all actions in connection with this Agreement shall lie exclusively in Pierce County, Washington.

This agreement has been entered into on the date stated at the beginning of it.

CITY OF MILTON

DESTINY SOFTWARE INC.

PER: _____

PER: _____

NAME:

NAME: DEAN DICKINSON

TITLE:

TITLE: VICE PRESIDENT

Schedule 1 - Subscription Fees

Software Application and Platform

HelpDesk, AgendaQuick & FormTraxx SaaS

1. **SUBSCRIPTION FEES**

The Subscription Fees shall amount to a total of \$6,000 per year, for the first 2 years. Subsequent years will be adjusted based on the average usage of the previous 2 years, estimated number of Users, data storage and number of Subscription Services. Subscription Services covered by the Subscription Fees include: Hosted HelpDesk System for the Cities of Milton and Black Diamond, AgendaQuick for the City of Milton and 2 FormTraxx Forms (Facilities Request and a second to be determined at a later date)

2. **SETUP, IMPLEMENTATION & TRAINING**

Setup, Implementation & Training fees shall be included in the Subscription Fees. Initial Administration and User training is provided online. Optional Onsite User training for two days is included in Subscription Fees. After the initial 120 day of Subscription Services, additional Online Administration or User training is \$100 per session.

3. **DISK STORAGE ALLOCATION**

The amount of disk storage allocated to Customer during the term of this agreement is 10GB.

(Customer disk storage is estimated to be less than 1GB annually)

4. **EXCESS STORAGE FEES**

DISK STORAGE IN EXCESS OF 10GB WILL BE SUBJECT TO SUPPLIER'S EXCESS STORAGE FEES (CURRENT AS AT THE EFFECTIVE DATE) AS SET OUT BELOW:

| | | |
|------------------|---|------------|
| 1MB TO 200MB | - | \$10/MONTH |
| 201MB TO 500MB | - | \$20/MONTH |
| 501MB TO 1GB | - | \$50/MONTH |
| EACH ADD'L 500MB | - | \$10/MONTH |

Schedule 2 – Subscription Term

Software Application and Platform

HelpDesk, AgendaQuick & FormTraxx SaaS

1. Initial Subscription Term: **One year from effective date with automatic annual renewals unless terminated by either party per agreement terms.**

Solution Investment – 30mb Ethernet Dedicated Internet & PRI

| 3 Year Term | |
|--|--------------------------|
| Monthly recurring charge (MRC)* | |
| Comcast EDI 30mb | \$1,445.00 |
| -20% Discount | \$1,156.00 |
| Comcast PRI | \$489.00 |
| -\$200 Off (Promo) | \$289.00 |
| Total Monthly Cost | <u>\$1,445.00</u> |
| Installation Fees (NRC) | |
| Comcast EDI | \$1,000.00 |
| Comcast PRI | \$500.00 |
| Total Installation Fee | \$1,500.00 |

*Prices are pending Corporate Approval

**COMCAST ENTERPRISE SERVICES PRODUCT-
SPECIFIC ATTACHMENT ETHERNET
DEDICATED INTERNET SERVICES**

ATTACHMENT IDENTIFIER: Ethernet Dedicated Internet, Version 1.5

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Dedicated Internet Service:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.

"On-Net" means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network, or via a hybrid fiber coax network ("HFC Network"), as available through Comcast.

"Services" means Ethernet Dedicated Internet Services.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Dedicated Internet Service. A further description of the Service is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of markets. For information on service availability, call 866-429-0152.

ARTICLE 3. CUSTOM INSTALATION FEES

Ethernet Dedicated Internet Services PSA

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Customer Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

ARTICLE 4. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 5. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Customer first uses the Service.

ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twelve (12) months.

6.2 Termination Charges for On-Net Services.

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing

to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i.** 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii.** 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii.** 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv.** 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall, pursuant to Article 3.2 of the General Terms and Conditions, also pay any third-party service provider ancillary fees incurred by Comcast due to the early termination of service by the Customer.

6.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

6.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (i.e., having different termination points on Comcast's network) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the complete Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation

charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

6.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (A) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service; (B) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (C) Customer submits a Sales Order to Comcast for the Upgraded Service and that order is accepted by Comcast; (D) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (E) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

ARTICLE 7. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto. The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS
COMCAST ETHERNET DEDICATED INTERNET SERVICES**

Ethernet Dedicated Internet Version 1.5

Comcast’s Ethernet Dedicated Internet Service (“Service”) will be provided in accordance with the service descriptions, technical specifications set forth below:

Service Descriptions

Ethernet Dedicated Internet Service (EDI). EDI provides reliable, simple, and flexible access to the Internet. The Service is offered with a 10Mbps, 100Mbps, 1Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection (EVC) from the Customer Service Location to a Comcast Internet Point of Presence (POP) router.

Threat Management Service (TMS). TMS is a solution managed by Comcast enabled with threat protection functionality to respond to both distributed denial of service (DDoS) and application layer attacks. Upon notification of suspicious traffic from Customer, Comcast will analyze traffic for anomaly detection and patterns to determine whether the business is under a cyber attack. In performing this analysis Comcast will gather the appropriate network information (e.g., routable IP addresses in your network) and redirect Customer’s incoming internet traffic to certain Comcast network service centers to filter the malicious traffic matching specific attack vectors and send legitimate traffic back to Customer’s Internet connection. In order to purchase TMS Service, Customer must have Comcast EDI Service.

EDI Technical Specifications.

1. Ethernet User-to-Network Interface. The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the customer’s router. Figure 1 lists the available UNI physical interfaces and their available Committed Information Rates (CIR) bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

| UNI Speed | UNI Physical Interface | CIR Increments | CBS (bytes) |
|-----------|--------------------------|----------------|-------------|
| 10 Mbps | 10BaseT | 1 Mbps | 25,000 |
| 100 Mbps | 100BaseT | 10 Mbps | 250,000 |
| 1 Gbps | 1000BaseT or 1000BaseSX | 100 Mbps | 2,500,000 |
| 10 Gbps | 10GBase-SR or 10GBase-LR | 1000 Mbps | 25,000,000 |

Figure 1: Available UNI interface types and CBS values for different CIR Increments

- 2. Traffic Management.** Comcast's network traffic-policing policies restrict traffic flows to the subscribed, Committed Information Rate (CIR). If the Customer-transmitted bandwidth rate exceeds the subscription rate (CIR) and committed burst size (CBS), Comcast will discard the non-conformant packets. The Customer's router must shape their traffic to their contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider.
- 3. Maximum Frame Size.** The Service supports a maximum transmission unit (MTU) frame size of 1518 bytes including Layer 2 Ethernet header and FCS.
- 4. Layer 2 Control Protocol (L2CP) Processing.** All L2CP frames are discarded at the UNI.
- 5. IP Address Allocation.** IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns eight (8) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on ARIN guidelines and by completing an IP address request form.
- 6. Domain Name Service.** Comcast provides primary and secondary Domain Name Service (DNS). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.
- 7. Border Gateway Protocol (BGP) Routing.** Comcast supports BGP-4 routing as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. The Service requires an Autonomous System Number (ASN) be assigned to a customer by the American Registry for Internet Numbers (ARIN). Customers should also be proficient in BGP routing protocol to provision and maintain the Service on their router. Additional information and requirements for BGP routing will be provided to the customer upon request. Comcast supports private peering if the Customer is multi-homed to Comcast's network only.
- 8. Online Reporting.** Comcast provides the Customer with a password-protected web portal to access online reports containing their historical network traffic information. Reports may vary based on the Customer's Service.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Ethernet Dedicated Internet Version 1.5

Comcast’s Ethernet Dedicated Internet Service is backed by the following Service Level Agreement (“SLA”):

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Dedicated Internet Services PSA or the General Terms and Conditions.

“**Planned Service Interruption**” means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

“**Service Interruption**” means a failure of the Service to meet the specifications set forth in Schedule A-1 to the Product-Specific Attachment for Ethernet Dedicated Internet Services.

B. EDI Service Level Agreement (SLA)

Company’s liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, “Liability”), shall be limited to the amounts set forth in the Tables below. The term “Liability” refers to an interruption in transmission that renders the Service unusable due to a total loss of signal for the service or the output signal presented to the customer from Comcast does not conform to the technical specifications in A-1 above. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports to Company an interruption in the portion of the Service, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Company is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer’s account on a per-month basis exceed 50% of the total monthly recurring charge (“MRC”) associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

TABLE 1: SLA for On-Net Services provided over a Comcast fiber-optic network

| Length of Service Interruption: | Amount of Credit: |
|--|--------------------------|
| Less than 4 minutes | None |
| At least 4 minutes but less than 4 hours | 5% of Total MRC |
| At least 4 hours but less than 8 hours | 10% of Total MRC |
| At least 8 hours but less than 12 hours | 20% of Total MRC |
| At least 12 hours but less than 16 hours | 30% of Total MRC |
| At least 16 hours but less than 24 hours | 40% of Total MRC |
| At least 24 hours or greater | 50% of Total MRC |

TABLE 2: SLA for On-Net Services provided over the HFC Network

Length of Service Interruption:**Amount of Credit:**

| | |
|---|------------------|
| Less than 40 minutes | None |
| At least 40 minutes but less than 4 hours | 5% of Total MRC |
| At least 4 hours but less than 8 hours | 10% of Total MRC |
| At least 8 hours but less than 12 hours | 20% of Total MRC |
| At least 12 hours but less than 16 hours | 30% of Total MRC |
| At least 16 hours but less than 24 hours | 40% of Total MRC |
| At least 24 hours or greater | 50% of Total MRC |

TABLE 3: SLA for Off-Net Services**Length of Service Interruption:****Amount of Credit:**

| | |
|---|------------------|
| Less than 20 minutes | None |
| At least 20 minutes but less than 4 hours | 5% of Total MRC |
| At least 4 hours but less than 8 hours | 10% of Total MRC |
| At least 8 hours but less than 12 hours | 20% of Total MRC |
| At least 12 hours but less than 16 hours | 30% of Total MRC |
| At least 16 hours but less than 24 hours | 40% of Total MRC |
| At least 24 hours or greater | 50% of Total MRC |

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Comcast monitors On-Net Service on a 24x7x365 basis.
2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Enterprise Technical Support (ETS) center that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.
 - a. **Escalation.** Reported troubles are escalated within the Comcast Business Enterprise Technical Support center ("ETS") to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within Comcast ETS as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.

b. **Maintenance.** Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) notice for service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Customer.

3. Comcast provides certain Comcast Equipment for provisioning its services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services. Customers are required to shape their egress traffic to the Committed Information Rate (“CIR”) identified in the Sales Order. Comcast will be excused from paying SLA credits if the Service Interruption is the result of Customer’s failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services.

Response and Restoration Standards

Comcast has the following response and restoration objectives:

| CATEGORY | OBJECTIVE | MEASUREMENT | REMEDIES |
|--|------------|-----------------------|------------------------|
| <i>Mean Time to Respond Telephonically to Call</i> | 15 minutes | Averaged Over A Month | Escalation (see above) |
| <i>Mean Time to Restore On-Net Comcast Equipment</i> | 4 hours | Averaged Over A Month | Escalation (see above) |
| <i>Mean Time to Restore Off-Net Equipment</i> | 6 hours | Averaged Over A Month | Escalation (see above) |
| <i>Mean Time to Restore On-Net Services</i> | 6 hours | Averaged Over A Month | Escalation (see above) |
| <i>Mean Time to Restore Off-Net Services</i> | 9 hours | Averaged Over A Month | Escalation (see above) |

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found not to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer’s Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

C. TMS Service Level Objectives

Within sixty (60) minutes of receipt of Customer's notification of suspicious internet traffic and Comcast's acceptance of the Sales Order, Comcast shall commence TMS Service. Comcast failure to meet the above requirements shall not constitute a Service Interruption as defined in the Agreement. The SLAs and available credits for EDI Service identified above will not apply during the time period any Comcast-imposed TMS countermeasures are in place.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
TRUNK SERVICES**

ATTACHMENT IDENTIFIER: Trunk Services, Version 1.2

The following additional terms and conditions are applicable to Sales Orders for Comcast's Trunk Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

“**Estimated Availability Date**” means the target date for delivery of Service.

“**Interconnection Facilities**” means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by provided by a local exchange company or other communications company).

“**Services**” means Trunk Services.

ARTICLE 1. SERVICES

This attachment shall apply to Trunk Services. A further description of these Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

Service shall be provided by Comcast IP Phone, LLC or one of its applicable affiliates or subsidiaries.

ARTICLE 3. CUSTOM INSTALLATION FEE

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

ARTICLE 4. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 5. SERVICE COMMENCEMENT DATE

The Service Commencement Date shall be defined as the date(s) on which Comcast first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Comcast shall notify Customer that the Services are available for use on the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty four (24) months.

6.2 Termination Charges.

A. In the event that Service is terminated following Comcast’s acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service plus twenty percent (20%).

B. In the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i.** 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii.** 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii.** 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv.** 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

6.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast’s material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

6.4 Portability. Customer may terminate an existing Service (an “Existing Service”) and turn up a replacement Service (i.e., having different termination points on Comcast’s network) (a “Replacement Service”) without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to the remaining Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

ARTICLE 7. SERVICE CREDITS

7.1 Credit Allowances. Comcast will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required (“Credit”). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to Comcast, a trouble ticket is opened, and the Service is released to Comcast for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Comcast has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes’ duration. Credits will be as follows:

| <u>Length of Service Interruption</u> | <u>Amount of Credit</u> |
|--|-------------------------|
| Less than 30 minutes | None |
| At least 30 minutes but less than 3 hours | 1/8 of a day |
| At least 3 hours but less than 6 hours | 1/4 of a day |
| At least 6 hours but less than 9 hours | 2/5 of a day |
| At least 9 hours but less than 12 hours | 1/2 of a day |
| At least 12 hours but less than 15 hours | 4/5 of a day |
| At least 15 hours and up to and including 24 hours | 1 full day |

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within 30 days of the interruption.

7.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Comcast failure to meet the objectives of the Services.

ARTICLE 8: USE POLICY

8.1 Additional Use Restrictions. The Service may only be used at Service Location(s) where Service is installed by Comcast. Customer understands and acknowledges that if Customer attempts to install or use the Comcast Equipment or Service at another location, Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves Service to another location without first notifying Comcast. Customer expressly agrees not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Comcast determines, in its sole discretion, that Customer's use of the Service is excessive or in violation of this Agreement, Comcast reserves the right, among other things, to terminate or modify the Service immediately and without notice.

ARTICLE 9: SERVICE LIMITATION

9.1 Service Disruption. Customer acknowledges and understands that the Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power to the MTA, ALA or ALG is interrupted and such equipment does not have a functioning backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Services will not function until normal power is restored. Customer also understands that certain online features of the Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

9.2 Provision of Service. Subject to the terms and conditions herein, the Services are intended for commercial use only.

ARTICLE 10: LIMITATIONS OF 911/E911

10.1 Limitations. Services includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.

10.2 Correct Address. In order for Customer's 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address. If Customer moves the Service to a different Service Location without Comcast's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast at least five (5) days before moving the Service to a new Service Location. All changes in Service Location require Comcast's prior approval.

10.3 Service Interruptions. Customer acknowledges and understands that the Service uses the electrical power in Customer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA, ALA or ALG is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if Customer exceeds its Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

10.4 Suspension and Termination by Comcast. Customer understands and acknowledges that the Service, including 911/E911, as well as all online features of the Service, where Comcast make these features available, will be disabled if Customer's account is suspended or terminated.

10.5 LIMITATION OF LIABILITY AND INDEMNIFICATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS,

AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

10.6 911 Notice for Trunk Services. Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below.

(a) **Customer action is essential to the protection of its employees and other users of the Services, as described below.** Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. **If Customer does not take action as described below, fire, police and other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.**

(b) Comcast offers the opportunity for a Customer to designate up to ten different zones within its premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information for each zone exactly as it should appear to the 911 call taker. For each zone requested, up to ten, Customer will receive a phone number that Comcast will register in the 911 database or databases with the specific location information provided by Customer. Customer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises.

(c) Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer acknowledges and understands that it, and not Comcast, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the Comcast Emergency Location Information numbers described above at least to the extent required by law, and that Customer does not require the use of more than ten different location identifiers or other features not currently offered under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently have "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Services from Comcast.

(d) Comcast will post only the main billing telephone number in the 911 database or databases using Customer's billing address as the Registered Location, unless Customer requests the assignment of Emergency Location Information as set forth above. Customer must notify Comcast at least five (5) days prior to moving the Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Services, or if Customer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.

(e) Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

10.7 Recommended Battery Back-Up is NOT Included

Customer acknowledges and understands that the Services use the electrical power from the Service Location. Customer understands and acknowledges that they may lose access to and use of the Services, including 911/E911, if electrical power to the Integrated Access Device (IAD), PBX switch, and/or handsets is interrupted and such devices are not supported by a working battery backup. Customer also understands and acknowledges that Comcast does not provide a battery backup for such devices and Customer is urged to arrange for their own backup power supply to these devices. In the event of a power outage, the duration of Trunk Service during a power outage using the Comcast Equipment installed to provide Trunk

Service will depend on Customer's backup power choice. If the IAD is disconnected or removed and/or a battery is not charged, Trunk Service, including access to 911, will not be available. Customer acknowledges and agrees that in the event of a power failure, Comcast bears no responsibility for such loss of service.

ARTICLE 11: EQUIPMENT REQUIREMENTS

11.1 MTA. To use the Service, Customer will need a multimedia terminal adapter ("MTA"), application layer gateway ("ALG"), analog telephone adapter ("ATA") or other adapter device. Customer can lease an MTA from Comcast, in which case it will be Comcast Equipment. Or, in some areas, Comcast may permit Customer to use Service with an MTA that Customer has purchased, in which case the MTA will be Customer Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

11.2 Incompatible Equipment and Services. Customer acknowledges and understands Service may not support or be compatible with:

- (f) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by Comcast as compatible with Service;
- (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems;
- (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- (d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- (f) Other call types not expressly set forth in Comcast's product literature (e.g., outbound shore-to-ship calling).

Customer's attempt to use any such systems in connection with the Services is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

11.3 Customer Responsibility for Customer-Provided Equipment

(a) Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Customer also acknowledges and accepts that Comcast does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

(b) Comcast shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of Comcast utilized in the provision of Trunk Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

(c) Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

ARTICLE 12: ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY FOR VOICE SERVICE

12.1 Limitations on Comcast's Liability for Directories and Directory Assistance for Service Customers. THESE LIMITATIONS SHALL APPLY WHERE COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS

OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

12.2 **CUSTOMER INFORMATION.** Comcast and its suppliers reserve the right both during the term of the Agreement and upon its termination to delete Customer's voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with our storage policies. Customer understands and acknowledges that Comcast shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

ARTICLE 13: SERVICE CHARGES

(a) **Prices.** The Service is subject to the trunk service pricing identified in the applicable Service Order, and subject to the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>.

(b) **Billing Increments.** Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with the Services will be billed on basis of six (6) second increments with a minimum call duration of six (6) seconds. All other calls will be billed in accordance with the increments identified in the pricing lists and fees found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>. For purposes of this section, "domestic long distance" means non-local calls to the fifty (50) United States, Washington, D.C., Puerto Rico, US Virgin Islands, Guam, Saipan, N. Mariana Islands and American Samoa.

(c) **Pooled Minutes.** Each channel purchased in connection with Trunk Service includes a monthly allotment of 200 minutes of domestic long distance. These minutes shall be pooled at the Service Location level within an account. Any usage in excess of the earned amount shall be considered overage and be rated at the then current rate. Unused minutes expire at the end of the billing period and are not carried forward or otherwise creditable to Customer's account.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
TRUNK SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS**

Trunk Services, Version 1.2

Trunk Service is a switched voice trunk service with ISDN / PRI connectivity from a customer's Private Branch Exchange (PBX) to the Comcast network. The Service is delivered by Comcast Equipment installed at the Customer Location. The Comcast Equipment provides a PRI interface with the customer's Private Branch Exchange, and connects to the Comcast DOCSIS or Fiber fed facilities (determined by Comcast). The Service supports the following standard variants of ISDN: NI-2, ATT 4ESS, ATT 5ESS, NT DMS-100, NT DMS-250. As with other Comcast voice services, Trunk Services are supported by Comcast's own network, and like other voice traffic is provided the highest Quality of Service (QoS) with respect to traffic prioritization and bandwidth allocation.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
TRUNK SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Trunk Services, Version 1.2

Comcast's Trunk Services is backed by the following Service Level Agreement ("SLA"):

Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Trunk Services PSA or the General Terms and Conditions.

"Degraded Service" – A trouble ticket classification where calls can be made but may be suffering from limited or intermittent problems such as sound quality impairment

"Monthly Recurring Charge (MRC)" – The recurring charges for Service as identified in Article 3.1 of the General Terms and Conditions.

Service Level Agreement (SLA)

Company's liability for any Total Service Interruption of its Trunk Services (individually or collectively, "Liability"), shall be limited to the amounts set forth in the below Table 1. The term "Liability" refers to an interruption in transmission that renders the Service unusable due to a total loss of signal for the service ("Total Service Interruption"). For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports an interruption in the portion of the Service to Company, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Comcast is awaiting additional information or premises testing from the Customer. Multiple events will require multiple trouble tickets to be opened. Service that fails to materially conform to the stated technical specifications and performance standards but is not a considered a total loss of Service shall be considered a Degraded Service, and will be entitled to Credits as identified in Article 7.1 of the Trunk Service PSA.

TABLE 1

For all Total Service Interruptions within any thirty (30) day period

| Aggregate length of Total Service Interruptions during a 30 day period: | Amount of Credit |
|--|-----------------------------|
| Less than 4 hours | None |
| At least 4 hours but less than 5 hours | 1/30 of the MRC* |
| For each additional whole hour thereafter. | Additional 1/30 of the MRC* |

*Based on a 30 day month

THE TOTAL CREDIT ALLOWANCE PER MONTH IS CAPPED AT 100% of THAT MONTH'S MRC FOR THE INTERRUPTED CIRCUIT/SERVICE.

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; (c) Trouble Ticket number(s) opened by the customer, and (d) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Total Service Interruption shall not qualify for the remedies set forth herein if such Total Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of Force Majeure as defined in the Agreement. Further a Total Service Interruption shall not qualify for remedies set forth herein if Comcast has provided a reasonable temporary work around which the Customer has or has not accepted.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS

VERSION: 1.2

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions (“General Terms and Conditions”), the then current Product-Specific Attachment for each ordered Service (“PSA”), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions (“Amendment(s)”), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential.” or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed

Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties’ communications regarding such items.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer’s provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified on the Website.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT TERMS

Comcast may change or modify the Agreement, and any related policies from time to time (“Revisions”) by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer’s use of the Service(s). If after notice Comcast is able to verify such adverse affect but is unable to reasonably mitigate the Revision’s impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer’s sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space (“Access”), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and

maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer’s final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days’ prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast’s expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network.

The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based

services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that

such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the

Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Comcast shall disconnect the applicable Service;
- B.** Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C.** If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any);
- D.** Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A, THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY

LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify, defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast,

including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in

strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the

same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This

Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.



To: Mayor Perry and City Council Members
 From: Tony Hernandez, Chief of Police
 Date: May 27, 2015
 Re: **Authorize IT Program Fund and Allocation**

ATTACHMENTS:

TYPE OF ACTION: This is for discussion and will come back to Council for action at the next meeting, or Council can choose to take action at this time.

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to approve the establishment of the Internal IT Service Fund, move all IT appropriations and funding to the new Fund, and increase the budget by \$108,000.00 to provide start-up capital and allow for additional improvements in the City of Milton technology systems.”

Fiscal Impact/Source of Funds: The creation of an Internal Service Fund for the IT Department will allow for all income and expenses for Information Technology to be identified and accounted for in one place. The Fund will be supported by the services provided. Each Department/Fund will lease their equipment from the Service Fund. The increased funding will be split across the City Funds based on equipment requirements. This will also account for the expense of providing services to other jurisdictions and the rates that they pay. An Ordinance setting up this Internal Service Fund will be drafted for approval, and the next Budget Amendment will provide details on the movement of allocations and funding to support this Internal Service Fund.

Issue: Due to continued work on the Milton computer network, various components of the system need to be replaced and configured which were not originally anticipated. Funding to stabilize and complete the following work is needed.

- Data Backup, Mail Archiving, Spam Filtering
- Server racking, and relocation to Police Department
- Professional services to include network, and migration services

Background: Mayor and Council authorized the creation of an IT program, to include service contract potential in March 2015. The IT Director was hired, and has been working toward resolving numerous neglected, outdated, and near failing computer systems. Initially, the Mayor and council allocated \$35,000 toward the program and \$31,000 capital technology funds were allocated to start the work. Due to various

desktop replacement needs, server replacements, migration, network and phone issues, those funds are nearly depleted.

Discussion: The additional capital is being requested to formally create an internal IT fund for repair, maintenance, professional services, licensing, and operating needs. Currently, an internal rate model is being created to allocate across department funds, creating a repair and replacement fund based on equipment useful life and actual expenses.

Proposed Information Technology Internal Service Fund

2015 Allocated IT Budget

| | |
|------------------------|----------|
| Program Budget | \$35,000 |
| Capital Project Budget | \$31,300 |
| | \$66,300 |

| | |
|------------------|-------------|
| Expenditures | 60197.07 |
| Remaining Budget | \$ 6,102.93 |

Industry Best Practice - Replacement (ER&R)

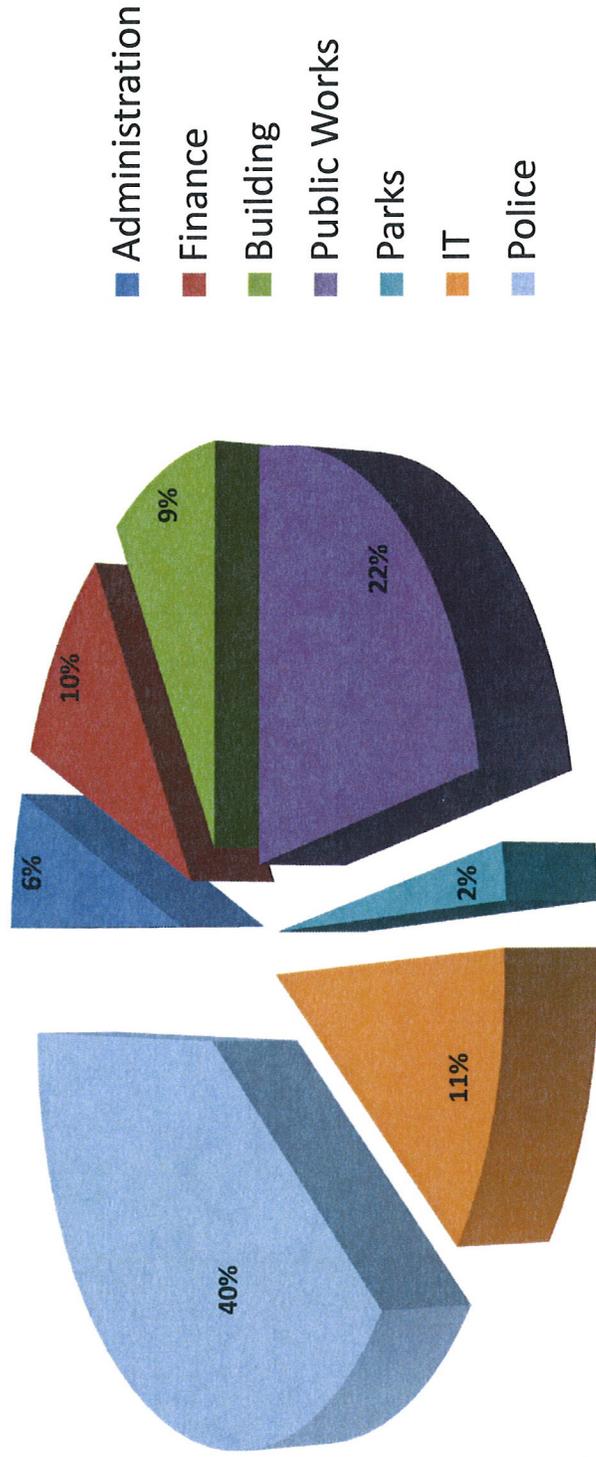
| Replacement Schedule | Replacement Year | Estimated Device Cost |
|------------------------|------------------|-----------------------|
| Desktop | 4 years | \$ 1,200.00 |
| Laptop | 4 years | \$ 1,200.00 |
| Server | 5 years | \$ 9,000.00 |
| Switch | 7 years | \$ 1,900.00 |
| Phone | 7 years | \$ 150.00 |
| Cell Phone | 2 years | \$ 100.00 |
| Copier | 5 years | \$ 8,000.00 |
| Network Printer | 5 years | \$ 2,000.00 |
| UPS | 5 years | \$ 1,300.00 |
| Email Archiver/ Backup | 5 years | \$ 3,500.00 |
| Ruggedized Laptop | 5 years | \$ 5,500.00 |

Milton Current Asset Inventory

| Assets Type | Total | Cost |
|------------------------|-------|---------------|
| Desktop | 43 | \$ 51,600.00 |
| Laptop | 7 | \$ 8,400.00 |
| Server | 4 | \$ 36,000.00 |
| Switch | 7 | \$ 13,300.00 |
| Phone | 41 | \$ 6,150.00 |
| Cell Phone | 48 | \$ 4,800.00 |
| Copier | 10 | \$ 80,000.00 |
| Network Printer | 5 | \$ 10,000.00 |
| UPS | 3 | \$ 3,900.00 |
| Email Archiver/ Backup | 2 | \$ 7,000.00 |
| Ruggedized Laptop | 20 | \$ 110,000.00 |

Total Milton IT Assets \$ 331,150.00

Equipment Allocation by Department



| Annualized 5 Year depreciation | 2015 | 2016 | 2017 | 2018 | 2019 |
|--------------------------------|--------------|--------------|--------------|--------------|---------------|
| Allocation Required | \$ 66,230.00 | \$ 66,230.00 | \$ 66,230.00 | \$ 66,230.00 | \$ 66,230.00 |
| | | | | | \$ 331,151.00 |

| Breakdown by Department | | | | | | |
|-------------------------|-----------------|------------|--------------|--------------|--------------|--------------|
| Department | Equipment Total | Allocation | 2015 | 2016 | 2017 | 2018 |
| Administration | 12 | 6% | \$ 3,973.80 | \$ 3,966.00 | \$ 3,966.00 | \$ 3,966.00 |
| Finance | 19 | 10% | \$ 6,623.00 | \$ 6,610.00 | \$ 6,610.00 | \$ 6,610.00 |
| Building | 16 | 9% | \$ 5,960.70 | \$ 5,949.00 | \$ 5,949.00 | \$ 5,949.00 |
| Public Works | 40 | 22% | \$ 14,570.60 | \$ 14,542.00 | \$ 14,542.00 | \$ 14,542.00 |
| Parks | 4 | 2% | \$ 1,324.60 | \$ 1,322.00 | \$ 1,322.00 | \$ 1,322.00 |
| IT | 20 | 11% | \$ 7,285.30 | \$ 7,271.00 | \$ 7,271.00 | \$ 7,271.00 |
| Police | 74 | 40% | \$ 26,492.00 | \$ 26,440.00 | \$ 26,440.00 | \$ 26,440.00 |
| TOTALS | 185 | 100% | \$ 66,230.00 | \$ 66,230.00 | \$ 66,230.00 | \$ 66,230.00 |

Remaining Project Priorities

| Projects | Estimated Cost | Annual Cost | Annual Support | Annual Support 2019 |
|---------------------------------|----------------|--|----------------|---------------------|
| *Data Backup | \$ 3,882.00 | 4 years Covered | \$ | 600.00 |
| *Offsite Storage | \$ 2,460.76 | 4 years Covered | \$ | 600.00 |
| *Mail Archiving Appliance | \$ 3,382.00 | 4 years Covered | \$ | 600.00 |
| *Spam/ Virus Appliance/Firewall | \$ 8,000.00 | 4 years Covered | \$ | 600.00 |
| Help Desk Software | \$ 10,000.00 | | \$ 1,500.00 | 1,500.00 |
| *Exchange Office365 | \$ 15,000.00 | \$ 14,000.00 | | |
| Professional Migration | \$ 8,000.00 | | | |
| Server Relocation | \$ 8,000.00 | | | |
| Professional Network Services | \$ 10,000.00 | | | |
| Phone System | \$ 20,000.00 | | \$ 3,000.00 | 3,000.00 |
| Asset Management | New Program | | | |
| Agenda Management | New Program | | | |
| Website Renovation | \$ 5,000.00 | | \$ 1,500.00 | |
| Equipment Replacement | \$ 28,000.00 | * 12 devices in operation are end of life/ end of support effective 2013 | | |
| | \$ 121,724.76 | \$ 14,000.00 | \$ 6,000.00 | 6,900.00 |

* Current systems end of life and no support

*Phone System current annual expense equals \$ 15,000.00

Excerpt from minutes of June 1, 2015 (approved by council action on 6/15/15)

- Authorize IT Program Fund and Allocation

Director Tiedeman explained the need to establish this fund to accomplish the goals of the business model as well as meet the needs of Milton. Director Garrison explained the internal processes that will be facilitated by this move and that costs would be spread among all funds, not just out of the general fund.

Council expressed support for the creation of a separate fund for accurate tracking.

COUNCILMEMBER OTT MOVED, seconded by Councilmember Bennest, to approve the establishment of the Internal IT Service Fund, move all IT appropriations and funding to the new Fund, and increase the budget by \$108,000.00 to provide start-up capital and allow for additional improvements in the City of Milton technology systems.

Councilmember Ott expressed this as a leap of faith. The city has fallen far behind the necessary technology needs, and this is an important step we need to take.

Director Tiedeman complimented current staff who have kept the city going through these technology issues.

Councilmember Bennest commented on the difficulty to do business on outdated computer equipment, and he has the trust in Chief Hernandez and Director Tiedeman to support this request.

Mayor Pro Tem Zaroudny expressed some concern over the deviation from the original business model presented, now totaling nearly \$300,000. This takes serious courage and faith; she has cautious optimism about it.

Director Tiedeman explained the unknown factor at the time of the original presentation was the depth of internal IT problems. By sticking to the business model, the resulting economy of scale will help Milton come up to date, as well as the cities that contract with Milton and are in the same condition.

General discussion ensued.

Chief Hernandez addressed the must-have technology needs for continuity of government services; our utilities, our billing services, our emergency management all require up-to-date technology to stay in business at all. The difference between Milton and the other small cities that need these services is that Milton has the infrastructure and expertise to be ahead of the game.

The matter was voted on and passed 6/0.



To: Mayor Perry and City Councilmembers
From: Police Chief Hernandez
Date: August 3, 2015 Regular Meeting
Re: **Interlocal Agreements with Puyallup and Sunnyside Jails for Inmate Housing**

ATTACHMENTS: **A.** **City of Puyallup Interlocal Agreement**
 B. **City of Sunnyside Interlocal Agreement**

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action:

“I move to authorize the Mayor to sign the attached Interlocal Agreements with the cities of Puyallup and Sunnyside for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of inmates to Puyallup or Sunnyside Jail.”

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

Issue: The City of Milton needs to have multiple jail facility alternatives for housing inmates for times when there is no jail space available at a given location. These facilities would be utilized to maintain open space for short and long term commits.

The Puyallup jail holds specific benefits for Milton, as the Milton Municipal Court is operated under contract through the Puyallup Court. This close proximity, as well as the availability of video arraignment, will keep Milton officers on patrol rather than transporting prisoners.

The Sunnyside jail will be utilized for long-term incarceration after sentencing, and, with notice, the jail will pick up and transport prisoners at no additional cost in these cases.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PUYALLUP,
WASHINGTON AND CITY OF MILTON, WASHINGTON, FOR THE HOUSING
OF INMATES IN THE PUYALLUP CITY JAIL**

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter "Puyallup") and the City of Milton, a municipal corporation of the State of Washington (hereinafter "Milton").

Recitals

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, and RCW 70.48, the City and County Jails Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

WHEREAS, Milton wishes to designate the Puyallup Jail as a place of confinement for the incarceration through the use of three (3) guaranteed beds; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate charged \$95.00 for three guaranteed non-gendered specific beds to house inmates at Puyallup's jail is consistent with the current operating costs, it is necessary to enter into a standardized interlocal agreement; and

WHEREAS, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended; and

WHEREAS, Puyallup and Milton find it desirable and in the parties best interest to terminate any existing interlocal agreement and enter into this new interlocal agreement;

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

Agreement

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. **EFFECTIVE DATE**

This Agreement shall be effective when both parties have executed this contract and this document has been listed on Puyallup's website in accordance with RCW 39.34.040.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said sixty (60) days, Milton agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Milton shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Milton retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, §24 Indemnity, shall remain in force until such time as all inmates from Milton have been retaken.

4. MAILING ADDRESSES

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

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, Washington 98371

Contact: Corrections Lieutenant Edward K. Shannon

City of Milton Chief of Police
City of Milton
1000 Laurel St.
Milton WA 98354

Contact: Chief of Police Tony Hernandez

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5. COMPENSATION

a) Guaranteed Bed Rate. Puyallup agrees to accept and house non-gendered specific inmates at the daily three guaranteed bed rate of \$95.00 per bed per day. The guaranteed rate is limited to the first 3 contracted beds by Milton.

b) Non-Guaranteed Bed Rate. Milton may purchase beds, as available, at the daily rate of \$65.00 per bed per day. However, Puyallup shall have the right to refuse to accept custody or house Milton inmates in excess of Milton's minimum bed commitment.

c) Billing and Payment. Puyallup agrees to provide Milton with an itemized bill listing all names of inmates who are housed, the number of days housed (including date of

booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the 30th of each following month. Milton agrees to make payment to Puyallup within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. (See §22.)

6. SERVICES PROVIDED

Puyallup agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Milton's jurisdiction.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Puyallup shall provide facilities for consultation and communication between inmates and their legal counsel or public defender. It shall also be the responsibility of Puyallup to calculate "good time" accrued in and subsequent release of the inmate in accordance with the Puyallup's standard practice and procedure. Milton agrees to be bound by Puyallup's standard practice and procedures related to inmates housed in the Puyallup Jail.

8. RIGHT TO REFUSAL

Puyallup shall have the right to refuse to accept any inmate from Milton who, in the judgment of Puyallup, has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves.

9. HOUSING DECISIONS

In order to manage its jail population, Puyallup reserves the right to decide where Milton's inmate(s) will be housed. In the event that Milton's inmate is transferred to any other jail facility, Milton's obligation to pay the daily rate to Puyallup will cease and Milton's obligation to pay the daily rate to the jail facility will be governed by Milton's contract with that other agency operating the jail facility. This section only applies to those Milton inmates housed at the Puyallup Jail under the non-guaranteed bed rate.

10. RETAKING OF INMATES

Upon request from Puyallup, Milton shall, at its expense, retake any Milton inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Milton inmate is terminated for any reason, Milton, shall, at its expense, retake such inmate from

Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Milton law enforcement officers placing Milton misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgment and sentence, to the Puyallup Jail upon booking of an inmate. Milton is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY.

Milton agrees to not sublet any one of their three unused guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

13. TRANSPORTATION

Milton inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Milton and shall be returned, if necessary, to Milton by Milton personnel and at Milton's expense. Puyallup is not responsible for transportation of Milton inmates under this Agreement and shall be reimbursed by Milton for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

14. RECORDS AND REPORTS

(a) Milton shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Milton shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

15. MEDICAL TREATMENT

(a) Inmates shall receive ~~such~~ medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Puyallup jail. The Puyallup jail shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Puyallup jail, Milton shall pay directly or reimburse Puyallup for any and all costs associated with the delivery of any emergency and/or major medical service provided to Milton inmates. Milton shall be responsible for any and all medical, psychiatric and dental treatment provided outside of the Puyallup jail and shall be billed therefore. Examples of medical services which may be provided in the Puyallup jail but which are not routine, and for which Milton shall be billed

include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. No psychiatric or dental treatment can be provided in the Puyallup jail; all psychiatric and dental treatment of the Milton inmates shall be billed to Milton.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Milton's review at its request. Any medical or dental services of major consequence shall be reported to Milton as soon as time permits.

(c) Should medical or dental services require hospitalization, Milton agrees to compensate Puyallup dollar for dollar ~~all any amount expended or cost incurred reasonable and necessary expenditures or cost any amount expended or cost incurred~~ in providing the same; provided that, except in emergencies, Milton will be notified by contacting a duty Sergeant at the Milton Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Milton from retaking the ill or injured inmate. In the event a Milton inmate is taken by emergency to a hospital, Puyallup shall notify Milton within eight (8) business hours (i.e. Monday through Friday 8 a.m. to 5 p.m., excluding state-observed holidays) of transport. Milton is responsible for providing security during any period of hospitalization.

16. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Milton. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington ~~or the constitution and laws of the United States~~.

17. STANDARD OF RELEASE

Milton shall adopt Administrative Order No. 2013-01 Puyallup Municipal Court Standards of Release.

18. VIDEO ARRAIGNMENT

Upon request, Puyallup will provide video arraignment services at the rate of \$55.00 per hours with a (4) four hour minimum charge.

19. REMOVAL FROM THE JAIL

An inmate from Milton legally confined in Puyallup shall not be removed from there by any person except:

- a) When requested by Milton Police Department in writing authorizing such release; or
- b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- c) For appearance in the court in which a Milton inmate is charged; or
- d) In compliance with a Writ of Habeas Corpus; or
- e) For interviews by Milton Attorney or member of Milton Police Department; or

- f) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- g) For other scheduled court appearances, including those for which they are not being held, ~~or-~~
- h) Upon the execution of the Standards of Release Administrative Order No. 2013-01, ~~or-~~
- i) For medical care (see §15) and court ordered evaluations.

20. ESCAPES

In the event any Milton inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Milton. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates ~~within its own jurisdiction~~. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond ~~their-its~~ jurisdiction.

21. DEATH OF AN INMATE

a) In the event of the death of a Milton inmate, Puyallup shall notify the Pierce County Medical Examiner. Milton shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Milton.

b) Puyallup shall immediately notify Milton of the death of a Milton inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Milton with regard to the disposition of the body. The body shall be released to the Medical Examiner. All reasonable, necessary expenses ~~expenses~~ relative to any necessary preparation of the body and shipment charges shall be paid by Milton. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

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

22. DISPUTE BETWEEN MILTON AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Milton and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written

agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

23. INSURANCE

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

(b) Each party shall obtain and maintain coverage in minimum liability limits of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

24. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall indemnify and hold harmless Milton and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages, including reasonable attorney fees, of any nature whatsoever, by reason of or arising out of any act or omission of Puyallup, its officers, agents, officials, employees and volunteers, after Puyallup assumes the custody and care of persons being delivered to Puyallup Jail by Milton and the Milton officer has left the "sally port."

b) Milton shall indemnify and hold harmless Puyallup and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of Milton, its officers, agents, officials, employees and volunteers, in arresting, detaining, charging, or transporting persons before presentment to and acceptance by Puyallup Jail or thereafter while said person (i.e. inmate) are in the custody of Milton outside Puyallup Jail.

c) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

25. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Milton 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 or career service or civil service rights, which may accrue to employees of Milton or Puyallup under any applicable law, rule or regulation.

26. PROPERTY DISTRIBUTION UPON DISSOLUTION

~~The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement said property will be sold and the proceeds will remain with Puyallup.~~

26. REQUIRED ELEMENTS — INTERLOCAL COOPERATION ACT.

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

26.1 This Agreement has been approved by the governing bodies of each of the participating agencies.

26.2 No separate organization or separate legal or administrative entity is created by this Agreement.

26.3 Each party to this Agreement shall maintain its own separate budget in accordance with the provisions of Title 35 and 35A RCW and no joint or cooperative budget shall be undertaken.

The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Puyallup.

This Agreement shall be administered by a joint board consisting of the Chiefs of Police of Puyallup and Milton.

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27. CONCURRENT ORIGINALS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

28. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments

contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

29. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF PUYALLUP:

CITY OF MILTON:

By: Kevin Yamamoto
Its: City Manager
Date: _____

By: Debra Perry
Its: Mayor
Date: _____

ATTEST:

ATTEST:

By: Mary Winter
Its: City Clerk
Date: _____

By: Katie Bolam
Its: City Clerk
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Shawn Arthur
Its: Senior Asst. City Attorney
Date: _____

By: Kristin Eick
Its: City Attorney
Date: _____

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND MONROEMILTON, WASHINGTON, FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____ 20__ by and between the City of MONROEMILTON, Washington, hereinafter referred to as "MONROEMILTON", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and MONROEMILTON are authorized by law to have charge and custody of the Sunnyside City Jail and the MONROEMILTON prisoners or inmates, respectively; and

WHEREAS, MONROEMILTON wishes to designate Sunnyside's correctional facility located at _____, Sunnyside, Washington ("Sunnyside Jail"), as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody ("MONROEMILTON inmates"); and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

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

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

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement, and [the parties Sunnyside](#) shall comply fully with all such laws, rules and regulations in the performance of its obligations hereunder.

2. DURATION

This Agreement shall enter into and be in full force and effect from _____, 2015 through December 31, 2016, subject to earlier termination as provided by Section 3 herein. This Agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require MONROEMILTON to house inmates in Sunnyside continuously, or as preventing MONROEMILTON from contracting with other municipalities for the purpose of housing inmates during the term of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party 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 prisoners. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after such notice. Within said ninety (90) days, MONROEMILTON agrees to remove its inmate(s) from the Sunnyside Jail.

(b) By MONROEMILTON due to lack of funding. The obligation of MONROEMILTON to pay Sunnyside under the provisions of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by MONROEMILTON. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then MONROEMILTON shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the rates set forth herein. The termination of this Agreement for this reason will not cause any penalty to be charged to MONROEMILTON.

(c) Termination for Breach. In the event either party breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, the first party may terminate this Agreement in addition to and not in limitation of any other remedy of the first party at law or in equity, and the failure of the first party to exercise such right at any time shall not waive that party's right to terminate for any future breach or default.

(d) In the event of termination of this Agreement for any reason, MONROEMILTON shall compensate Sunnyside for MONROEMILTON inmates housed by Sunnyside after notice of such termination until MONROEMILTON retakes physical custody of said inmates in the same manner and at the same rates as if this Agreement had not been terminated.

4. MAILING ADDRESSES

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

To Sunnyside: City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944

Primary Contact Person: Al Escalera, Police Chief
Secondary Contact: Andrew Gutierrez, Corrections Sergeant

To ~~MONROE~~MILTON: City of Milton
1000 Laurel St.
Milton, WA 98354

Primary Contact Person: Tony Hernandez, Police Chief
Secondary Contact: Nils Luckman, Patrol Sergeant

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address or change of designation of the primary contact person.

5. DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Rates. Sunnyside agrees to accept and house ~~MONROE~~MILTON inmates for compensation per inmate at the rate of \$60.00 per day for inmates staying less than 7 days **unless** all transportation needs for said inmate are met by ~~MONROE~~MILTON

within the 7 day period in which the rate shall be assessed at \$42.00 per day. A rate of \$42.00 per day shall be assessed per inmate for inmates staying longer than 7 days. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of MONROEMILTON inmates shall be charged a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date that an inmate is released from Sunnyside's custody and/or returned to MONROEMILTON's custody, regardless of the time frame within a 24 hour day, shall not constitute a charge by Sunnyside against MONROEMILTON.

(b) Billing and Payment. Sunnyside agrees to provide MONROEMILTON with an itemized invoice listing, for each MONROEMILTON inmate housed pursuant to this Agreement, the inmate's name, his/her case/citation number, the number of days the inmate has been housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. MONROEMILTON agrees to make payment to Sunnyside within 30 days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of MONROEMILTON inmates housed by Sunnyside for a period of 7 consecutive days or more shall be provided by Sunnyside at no additional cost to MONROEMILTON. Inmates housed by Sunnyside for a period less than 7 consecutive days must be transported to the Sunnyside Jail by MONROEMILTON. MONROEMILTON inmates will be released within the City of MonroeMilton by Sunnyside correctional staff or as near to the City of MonroeMilton as Greyhound bus lines or similar bussing companies allow for.

(d) The parties mutually waive the arbitration provisions set forth at RCW 39.34.180(3).

7. RIGHT OF INSPECTION

MONROEMILTON shall have the right to inspect, at all reasonable times, the Sunnyside Jail and all other Sunnyside facilities in which MONROEMILTON inmates are confined in order to determine if such jail maintains standards of confinement acceptable to MONROEMILTON and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

Comment [EF1]: This language needs to stay in so that it is clear we are all obligated.

8. FURLOUGHS, PASSES, AND WORK RELEASE

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

9. INMATE ACCOUNTS

Sunnyside shall establish and maintain an account for each MONROEMILTON inmate and shall credit to such account all money which is received and shall make

disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to MONROEMILTON for such inmate funds. At either the termination of this Agreement, the inmate's death, or release from incarceration or return to either MONROEMILTON or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of MONROEMILTON; at such time MONROEMILTON shall be accountable to the inmate for said funds.

10. INMATE PROPERTY

MONROEMILTON may transfer to Sunnyside only agreed amounts of personal property of MONROEMILTON inmates recovered from or surrendered by inmates to MONROEMILTON upon booking.

11. RESPONSIBILITY FOR INMATE'S CUSTODY

It shall be the responsibility of Sunnyside to confine MonroeMilton inmates accepted into Sunnyside's custody pursuant to this Agreement; to provide such inmates with all necessary treatment, including the furnishing of subsistence and medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to MONROEMILTON inmates above, beyond or in addition to that which is required by applicable law.

Comment [EF2]: This section needs to stay in as well.

12. MEDICAL SERVICES

(a) MONROEMILTON inmates shall receive such medical, psychiatric and dental treatment when **emergent** and/or necessary to safeguard their health while housed by Sunnyside under this Agreement. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, MONROEMILTON shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to MONROEMILTON inmates. MONROEMILTON shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefore.

(b) An adequate record of all such services shall be kept by Sunnyside for MONROEMILTON's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to MONROEMILTON as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, MONROEMILTON agrees to compensate Sunnyside dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, MONROEMILTON will be notified by contacting the duty supervisor at MONROEMILTON prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Nothing in this agreement shall be construed as limiting any legal right of MONROEMILTON and/or Sunnyside to obtain reimbursement from a MonroeMilton inmate for the cost of any health care services provided to said inmate.

13. DISCIPLINE

Sunnyside shall have physical control over and power to execute disciplinary authority over all MonroeMilton inmates to the extent consistent with applicable legal standards. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) MONROEMILTON shall forward to Sunnyside before or at the time of delivery of each MONROEMILTON inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner and for the duration specified by applicable law, except as mutually agreed upon by the parties hereto. During a MONROEMILTON's inmate's confinement in Sunnyside, MONROEMILTON shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL

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

16. ESCAPES

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

Comment [EF3]: This was sufficient as originally drafted.

17. DEATH OF AN INMATE

- (a) In the event of the death of an MONROEMILTON inmate, the Yakima County Coroner shall be notified. MONROEMILTON shall receive copies of any records made at or in connection with such notification.
- (b) Sunnyside shall immediately notify MONROEMILTON of the death of an MONROEMILTON inmate and furnish information as requested and follow the instructions of MONROEMILTON with regard to the disposition of the body. MONROEMILTON hereby designates the MONROEMILTON Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of MONROEMILTON. Written notice shall be provided within three weekdays of receipt by MONROEMILTON of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by MONROEMILTON. With MONROEMILTON's consent, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by MONROEMILTON. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.
- (c) MONROEMILTON shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES

Upon request from Sunnyside, MONROEMILTON shall, at its expense, retake any MONROEMILTON inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any MONROEMILTON inmate is terminated for any reason, MONROEMILTON shall, at its expense, retake such inmate at the Sunnyside Jail.

19. HOLD HARMLESS AND INDEMNIFICATION

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of Section 19 shall survive the termination or expiration of this Agreement.

(c) The mutual indemnification set forth in this Section 19 is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This provision was specifically negotiated by the parties.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION

Sunnyside agrees to hold harmless, indemnify and defend **MONROEMILTON**, its officers, agents and employees, from and against any and all claims, losses, or liability, including attorneys' fees, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this Agreement, provided, however, that:

(a) Sunnyside'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 negligence of **MONROEMILTON**, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both **MONROEMILTON** and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 MONROEMILTON – HOLD HARMLESS AND INDEMNIFICATION

MONROEMILTON agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, including attorneys' fees, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of **MONROEMILTON**, its officials, officers, agents, volunteers or employees, in connection with the services required by this Agreement, provided, however, that:

(a) **MONROEMILTON**'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 negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both **MONROEMILTON** and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Sunnyside shall have the right to refuse to accept any **MONROEMILTON** inmate when, in the opinion of Sunnyside, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reach or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any **MONROEMILTON** inmate who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) **MONROEMILTON** inmates in Sunnyside's custody pursuant to this Agreement shall be transported to the Sunnyside Jail by ~~and at the expense of~~ Sunnyside and shall be returned, if necessary, to **MONROEMILTON** by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside three (3) days prior to time of expected transport.

Comment [EF4]: This conflicts with 6(c).

21. **INDEPENDENT CONTRACTOR**

In providing services under this Agreement, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of **MONROEMILTON** for any purpose, including without limitation responsibility for any wages, 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 **MONROEMILTON** under any applicable law, rule or regulation.

22. **GENERAL PROVISIONS**

(a) **Severability.** In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.

(b) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Yakima County Superior Court.

(c) **Attorney's Fees.** In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms or this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for the duration specified by applicable law, but in no event less than a period of three years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between ~~MONROE~~MILTON and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

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

CITY OF SUNNYSIDE

CITY OF ~~MONROE~~MILTON

By: _____
Don Day, City Manager

By: _____
Debra Perry, Mayor

ATTEST:

Delilah Saenz, City Clerk

APPROVED AS TO FORM:

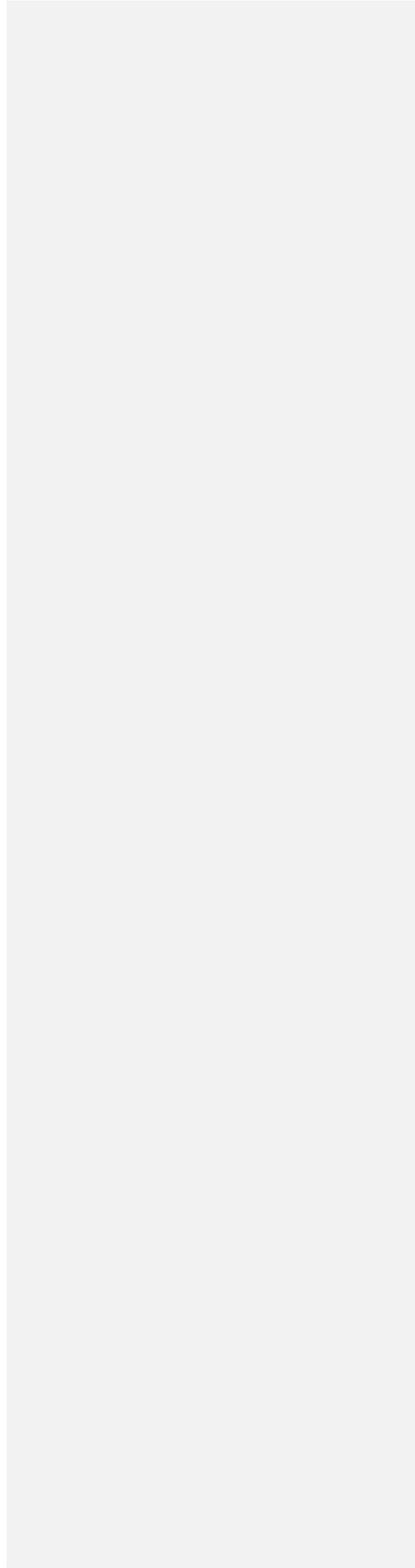
Kerr Law Group, PLLC,
Attorneys for the City of Sunnyside

ATTEST:

Katie Bolam, City Clerk

APPROVED AS TO FORM:

Kristin Eick, City Attorney
Ogden, Murphy, Wallace, PLLC



Agenda Item #: 6B



To: Mayor Perry and City Councilmembers
From: Director Garrison
Date: August 3, 2015 Regular Meeting
Re: Ordinance Codifying Utility Rates

ATTACHMENTS: A. Proposed Ordinance

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required

Recommendation/Action:

“I move to approve the proposed ordinance to codify the utility rates and charges currently appearing in the City’s Fee Schedule, and set for annual adjustment the utility rates and charges as per the CPI-U.”

Fiscal Impact/Source of Funds: N/A

Issue: It is in the best interest of the City to have Utility Rates specified in City Code, rather than by Fee Schedule adopted by Resolution.

Background: In 2007, the City changed its method of adopting utility rates from ordinance to resolution. While Council’s intent was clear during the years following, the result has been some inconsistency between the code and the fee schedule. This action is a housekeeping measure to bring clarity and consistency to the city’s utility rate review process.

Following this action, a resolution to adopt a revised Fee Schedule to exclude utility rates will be presented at the August 10 meeting.

**CITY OF MILTON, WASHINGTON
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON,
AMENDING SUBSECTIONS 13.26.090, 13.28.195, 13.28.215, 13.28.230,
AND 13.08.280 OF THE MILTON MUNICIPAL CODE TO CODIFY
SPECIFIED UTILITY RATES AND CHARGES; AND PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Milton operates stormwater, electric, and water utilities to provide such services to its residents; and

WHEREAS, the City Council desires to codify the utility rates and charges for such utilities in the respective chapters of the Milton Municipal Code, though no increases in such rates and charges are proposed; and

WHEREAS, through a separate resolution, the City Council will remove such utility rates and charges from the City's Fee Schedule; now, therefore,

**THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON DO ORDAIN
AS FOLLOWS:**

Section 1. Amended. Section 13.26.090 of the Milton Municipal Code is hereby amended as follows:

13.26.090 Charges.

The following utility charges are established for all parcels of real property within the city:

A. Developed Parcels. The storm drainage utility monthly service charge shall be computed by dividing the total amount of measured impervious surface, in square feet, divided by 2,800 and then multiplying the quotient by the monthly unit rate of \$15.50.

B. Minimum Charge. The minimum monthly charge for any developed parcel shall be \$15.50.

C. State Highway Rights-of-Way. State of Washington highway rights-of-way shall be charged consistent with this chapter and Chapter 90.03 RCW including RCW 90.03.525.

D. Service Charge Credit.

1. Credit shall apply to all categories of land use with the exception of vacant/undeveloped, forest and timber land and city streets, roads, and public highways.

2. Low income senior citizens and low income disabled persons receiving relief under RCW 84.36.381 shall receive the following partial exemption from storm water utility charges and surcharge, as applicable:

a. All parcels for which a person qualifies for an exemption under RCW 84.36.381(5)(a) shall be exempt from 40 percent of storm water utility charges.

b. All parcels for which a person qualifies for an exemption under RCW 84.36.381(5)(b)(i) shall be exempt from 60 percent of storm water utility charges.

c. All parcels for which a person qualifies for an exemption under RCW 84.36.381(5)(b)(ii) shall be exempt from 80 percent of storm water utility charges.

F. Detention System Credits. The detention system credits defined below shall be applicable only to detention systems approved prior to February 1, 2006. No detention system credits shall be allowed for any retention or detention systems approved after January 31, 2006.

Credits shall be given to applicants upon approval by the public works director subject to rates pursuant to this chapter as follows:

1. Seventy-Five Percent Credit. Property served by a privately maintained detention system with a 100-year storage/two-year predevelopment release rate shall be given a credit in the amount of 75 percent of the full utility rate. This credit shall also apply to any eligible city-owned and maintained system.

2. Twenty-Five Percent Credit. Property owned by other than the city served by a city-maintained detention system with a 100-year storage/two-year predeveloped release rate shall be given a credit in the amount of 25 percent of the full utility rate.

3. Existing detention system credits shall only be applicable to \$8.50 per ESU of the storm drain utility monthly charge. Such credits shall not apply to any monthly charge in excess of \$8.50 per ESU.

4. If the city determines at any time that the detention system does not meet the requirements of subsection (F)(1) or (2) of this section, or is not operating at the level of storage/release for which credit is being applied for or for which credit has been granted, the director shall have the authority to reduce the credit to the next applicable level, if any, or to eliminate the credit entirely if the system is determined to not comply with the requirements of subsection (F)(1) or (2) of this section.

5. Appeals. A request for reconsideration of the director's decision to reduce or eliminate any existing credit may be made by providing design calculations and maintenance records that confirm the detention system does meet the design and maintenance requirements for which credit is being applied or for which credit has been granted. The decision

of the director shall be final and conclusive, unless within 10 days of the date of the director's action, the applicant gives written notice of appeal to the hearing examiner for review of the action.

G. Rates shall become effective for the February 2006 billing cycle.

Section 2. Amended. Section 13.28.195 of the Milton Municipal Code is hereby amended as follows:

13.28.195 Rates for metered service.

A. The schedule of rates for the water facilities and service furnished by or through or for the use of the city water system, which rates are found and declared to be reasonable and just, taking into account and consideration the cost and value of the system and cost of maintaining and operating the system, and the proper and necessary allowances for the depreciation thereof and reserves therefore, are fixed, established, levied, imposed, and otherwise prescribed in this section. Such charges include utility taxes.

B. The applicant shall determine the meter size by using the current building code and Uniform Plumbing Code.

C. The city shall place a meter on every service and charge the metered rate as provided herein.

D. On January 1st of each year, the rates established in this section shall be adjusted according to the June CPI-U index for the previous year for the Seattle-Puget Sound area. (Ord. 1738 § 2, 2009).

E. The schedule of rates is as follows:

| Water - Monthly Base Rate per meter within the General Service Area: | |
|--|-----------|
| Meter Size | Base Rate |
| 3/4" | \$24.27 |
| 1" | \$90.02 |
| 1 1/4" | \$121.89 |
| 1 1/2" | \$149.86 |
| 2" | \$179.84 |
| 3" | \$299.83 |
| 4" | \$449.67 |
| 6" | \$899.33 |

| Water - Monthly Consumption Rate - Single Family, Duplex Units, within the General Service Area: | |
|--|--|
| | |

| | |
|---------------------------------|--------|
| Per 100 Cubic Feet: | |
| Up to 800 cubic feet consumed | \$2.41 |
| 801 - 1,000 cubic feet consumed | \$2.61 |
| 1,001 + cubic feet consumed | \$2.81 |

| | |
|---|--------|
| Water - Monthly Consumption Rate - Commercial, including Multi-Family and irrigation units within the General Service Area: | |
| Per 100 Cubic Feet: | |
| Up to 800 cubic feet consumed | \$2.53 |
| 801 - 1,000 cubic feet consumed | \$2.73 |
| 1,001 - 2,000 cubic feet consumed | \$2.93 |
| 2,001 - 3,000 cubic feet consumed | \$3.13 |
| 3,001 + cubic feet consumed | \$3.33 |

Section 3. Amended. Section 13.28.215 of the Milton Municipal Code is hereby amended as follows:

13.28.215 Water service charges – Senior citizens.

Low income senior citizens and low income disabled persons shall receive a 30% discount on their water service charge base rate. Such discount is only applicable to residential customers.

Section 4. Amended. Section 13.28.230 of the Milton Municipal Code is hereby amended as follows:

13.28.230 Fire protection line charges.

The rates for fire protection lines inside and outside of the corporate limits of the city shall be \$26.27 per month, plus \$.25 per 100 cubic feet of water used.

Section 5. Amended. Section 13.08.280 of the Milton Municipal Code is hereby amended as follows:

13.08.280 Electric utility – Regular and commercial service rates.

A. Rates and Charges for residential, schools, churches, apartments, and other accounts not covered by commercial rates are as follows:
Base Rate = \$6.80.

Charges for each Kilowatt Hour = \$0.0636

B. Commercial rates and charges for all uses not listed in subsection A above are as follows:

| | |
|--------------------------------|----------|
| Commercial Base Rate | \$14.16 |
| Booster Stations Electric | \$21.07 |
| 100 Watt Yard Light Electric | \$10.20 |
| 200 Watt Yard Light | \$10.48 |
| 400 Watt Lights | \$24.72 |
| SR/Disability Yard Light | \$7.43 |
| | |
| Charges for Each Kilowatt Hour | \$0.0703 |

C. On January 1st of each year, the rates established in this section shall be adjusted according to the June CPI-U index for the previous year for the Seattle-Puget Sound area.

Section 6. Amended. Section 13.08.285 of the Milton Municipal Code is hereby amended as follows:

13.08.285 Rates for senior citizens.

Low income senior citizens and low income disabled persons shall receive a 30% discount from the residential base rate listed above. Such discount is only applicable to residential customers.

Section 7. Ratification and Confirmation. Any previous actions by the City that fall within the scope of the subject matter of this ordinance are hereby ratified and confirmed.

Section 8. Severability. If any section, sentence, clause, or phrase of this ordinance or should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 9. Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council on the ____ day of _____, 2015.

Mayor Debra Perry

ATTEST/AUTHENTICATED:

Katie Bolam, City Clerk

APPROVED AS TO FORM:

Kristin Eick, City Attorney

Published: _____

Effective Date: _____, 2015



Agenda Item #: 6C

To: Mayor Perry and City Council Members
From: Community Development Director Aaron Nix
Date: August 3, 2015
Re: **Update Operations Superintendent Position – Title and Job Description**

ATTACHMENTS: Proposed Updated Job Description

TYPE OF ACTION: Amended Fee Resolution

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to approve the proposed changes to the budgeted Public Works Operations Superintendent title and job description, changing the title to “Public Works Project Engineer & Superintendent”.”

Fiscal Impact/Source of Funds: This position is a currently budgeted position. It has been vacant since June and will be filled according to the proposed job description if Council approves the updates.

The position is currently allocated as follows: Electric Fund: 30%; Storm: 20%; and Water Fund: 30%; Street Fund 15%; and Facilities/Parks 5%. The salary portion affecting the General Fund is \$13,680-\$18,480/year.

Issue: The Public Works Operations Superintendent position has been vacant since June. It is best practice to evaluate vacant positions for necessity and cost allocation before filling vacancies.

Background: Council approved this position and added it to the 2015 budget at the January 5, 2015 meeting, and the city hired Tyson Welker in March.

Discussion: Review of the position by current staff supports the need for the position, first identified by the staffing evaluation report done by consultant Bob Jean of RWJ Consultants in the fall of 2014. The current structure of the Community Development and Public Works departments has led to recommended changes to this position to better fill the needs of the two departments, which overlap in work product extensively.

The added emphasis on engineering review and project management will best meet the city’s staffing needs and will allow us to compete in a tough Public Works recruiting market.



City of Milton

Public Works ~~Operations Superintendent~~ Superintendent & Project Engineer - (Exempt)

Salary Range – \$68,400-\$92,400

JOB SUMMARY:

Under the direction of the Mayor's Designee, ~~p~~plans, organizes, coordinates, directs and evaluates City maintenance and operations activities related to streets, bridges, parking lots, storm/waste water systems, water distribution systems, ~~the~~electric utility, and equipment maintenance. Performs general engineering work and technical assistance involved in the design, review and inspections of capital and development engineering and construction projects.

SUPERVISION:

Reports To: Mayor's Designee

Supervises: All ~~municipal-utility~~ maintenance services for the City of Milton, including streets, stormwater, water, ~~parks, municipal facilities, fleet management,~~ and ~~the City's electrical utility,~~ and. ~~Also supervises clerical help and administrative assistants working for the City's maintenance shops~~support.

JOB DUTIES/RESPONSIBILITIES:

Essential Functions:

- Provide creative leadership and vision to the division; analyze situations accurately and adopt effective courses of action.
- Establish division goals, objectives and priorities; set goals and performance criteria for sections within the division; monitor and measure attainment of objectives, goals and priorities and implement corrective actions in project phases and objectives for the innovative and prudent management of the division's performance.
- Develop, revise, implement and enforce City and department policies and operating procedures; recommend adjustments in programs, activities, policies and objectives.
- Plan, prepare and control annual and capital improvement budgets; review financial and performance data; present programmatic expenditure requests; prepare and authorize contracts with outside agencies for maintenance of City facilities; evaluate proposals and award contracts in accordance with City policies and procedures.

- Perform engineering computations and prepare engineering plans and specifications for public works projects under the supervision of the Public Works Director/City Engineer and Community Development Director.
- Complete review of development applications, including technical information reports and civil engineering plans for conformance with City Engineering Standards and codes.
- Calculate construction project cost estimates for budgeting purposes and for projects designed by the Public Works Department.
- Conduct research on capital improvement and development project issues.
- Review of development and capital construction project submittals.
- Select, train and assign work to assigned maintenance services personnel; supervise and evaluate the performance of staff; discipline and terminate personnel as necessary in accordance with City policies and procedures.
- Present proposed programs and projects to community groups and public meetings; make presentations to the City Council as necessary; represent the City on committees and boards regarding local and regional issues as required.
- Develop and implement short- and long-range maintenance goals, plans, projects and timelines; establish preventive maintenance programs and procedures; provide technical guidance and training; schedule safety and other training sessions; inspect job sites for safety issues and proper practices.
- Organize, prepare, and maintain accurate reports, records of inspection activities, and as-built drawings; write letters regarding compliance on specific issues, and complete other written reports and records as needed.
- Coordinate the annual survey for maintenance requirements for determining area and City capital outlay projects, priorities and scheduling.

Standard Functions:

- Plan, organize, assign, direct and evaluate the work of City maintenance projects, operations and activities related to streets, bridges, parking lots, storm/waste water systems, water distribution systems, electric systems, and equipment maintenance.
- Assist in the planning, permitting and organization of Municipal Codes, standards and capital facilities planning for the City's utilities and other infrastructure.
- Communicate with the public, contractors and government agencies to receive complaints and suggestions, to provide information and explanation regarding City activities and projects to resolve disputes and conflicts as needed; follow up on issues as necessary.
- Respond to emergency and off-hour situations as required, including system failures, floods and snow storms.
- Inspect work in progress and completed projects to assure compliance with applicable codes, contract specifications, standards, work orders and time lines; evaluate construction and maintenance requests to determine feasibility and cost outlay.

- Maintain a variety of records such as preventive maintenance, maintenance and repair records and inventory of equipment; review project engineering reports and make recommendations to the Director.
- Attend and conduct meetings as required; attend trade shows and seminars.
- Perform related duties as assigned.

EDUCATION, EXPERIENCE, AND LICENSE REQUIREMENTS:

- Any combination equivalent to: bachelor's degree in engineering, construction technology, business or a related field, and five years of management experience in municipal construction and maintenance especially in street, sewer and water areas, including at least two years in a supervisory or management capacity.
- Minimum four years experience of increasingly responsible civil engineering experience with a good understanding of construction administration and inspection.
- P.E. credentialing ~~desired~~preferred, but not required.
- Working knowledge of AutoCAD, Microsoft Word, Excel and Outlook.
- Required to obtain and maintain a Flagging and Traffic Control Card within 6 months of hire.
- Required to obtain and maintain an Industrial First Aid/CPR Card within 6 months of hire.
- Valid Washington State driver's license.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIREMENTS:

- Ability to:
 - Apply and interpret Federal, State, and City codes, standards, and ordinances.
 - Analyze problems, identify alternative solutions, and implement recommendations to resolve problems in the office and the field.
 - Plan, organize, coordinate and supervise City construction and maintenance projects, operations and activities related to streets, storm systems, water distribution systems, electrical system maintenance, bridges and parking lots.
 - Assure work projects are completed according to code, specifications and time lines.
 - Train, supervise and evaluate personnel.
 - Build a team environment, under stressful circumstances, with conflicting personalities, while maintaining good communication and clear direction.
 - Prioritize and schedule work.
 - Read, interpret and work from construction drawings and blueprints.
 - Estimate materials needs and labor costs.
 - Plan, lay out, direct and control a construction and maintenance work program involving diversified activities.
 - Maintain current knowledge ~~to~~of technological advances in the field.

- Prepare and write formal bid specifications.
- Manage and coordinate multiple construction projects.
- Analyze situations accurately and adopt an effective course of action.
- Work independently with little direction.
- Communicate effectively both orally and in writing.
- Maintain records and prepare reports.
- Establish and maintain cooperative and effective working relationships with others.
- Observe legal and defensive driving practices.
- Knowledge of:
 - Operations, organization, policies, activities and objectives of municipal public works field functions, including street, water and storm/waste water systems and ~~faeilities~~electric.
 - Practices and techniques of fleet, equipment and inventory management.
 - Methods, materials, and equipment used in modern engineering and construction technology.
 - Effective methods of organizing and utilizing field operations, field data and related equipment.
 - Appropriate safety precautions and procedures.
 - Health and safety regulations.
 - Applicable Federal, State, County and City laws, codes and regulations related to municipal public works maintenance and construction operations.
 - City organization, operations, policies and objectives.
 - Principles and practices of administration, supervision and training.
 - City bid preparation and purchasing policies and procedures.
 - Budget preparation and control.
 - Technical aspects of field of specialty.
 - Interpersonal skills using tact, patience and courtesy.
 - Research methods and report writing techniques.
 - Operation of a computer terminal and data entry techniques.
 - Oral and written communication skills.
 - Asset management software applications.

WORK ENVIRONMENT/PHYSICAL DEMANDS:

Work is performed ~~in an office environment~~both indoors and outdoors. Field inspection work can expose the employee to inclement weather and safety hazards such as falling objects, heavy equipment, power tools, noise and vibration, dust and dirt, fumes and odors, uneven or rough terrain. Requires climbing, bending, stooping, kneeling, and crawling. Some work in the field, ~~Travel~~ and night meetings may be required.



Agenda Item #: 6D

To: City Council Members
From: Mayor Perry
Date: August 3, 2015
Re: **Council Meeting Cancellation – Monday, August 17, 2015**

ATTACHMENTS:

TYPE OF ACTION:

Information Only Discussion Action Expenditure Required:

Recommendation/Action: “I move to cancel the August 17, 2015 City Council Meeting.”

Fiscal Impact/Source of Funds: NA

Previous Council Review: N/A

Discussion: Council needs to officially cancel any meetings by passing a motion.

Monday, August 17, is the day following the Milton Days weekend – this meeting is often cancelled by Council.

The next meeting of the Council would then be on *TUESDAY*, September 8, 2015. (Tuesday due to the Labor Day holiday.)