



PACIFIC CITY COUNCIL AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

March 16, 2015
Monday

Workshop
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
 - 2. ROLL CALL OF COUNCIL MEMBERS**
 - 3. ADDITIONS TO/APPROVAL OF AGENDA**
 - 4. EXECUTIVE SESSION**
 - Potential Litigation per RCW 42.30.110 (1)(I) for 10 minutes
 - Collective Bargaining per RCW 42.30.140 (4)(a) for 30 minutes.
 - 5. DISCUSSION ITEMS**
- (3) A. AB 15-035: Resolution No. 2015-238:** Approving the RFP for solid waste service (20 min.)
For the City of Pacific.
(Richard Gould)
- (33) B. AB-15-036: Resolution No. 2015-239:** AHBL Supplemental Agreement for the (10 min.)
West Valley Project
(Lance Newkirk)
- (73) C. AB 15-037: Resolution No. 2015-240:** Purchase of a new truck for the Public (5 min.)
Works Department.
(Lance Newkirk)
- (83) D. AB 15-038: Ordinance No. 2015-1895:** Amending Chapter 16.12 regarding (10 min.)
Legal Non-conforming uses
(Jack Dodge)
- (94) E. AB 15-039: Resolution No. 2015-241:** Park Board support of Earth Day (5 min.)
(Jack Dodge)
- (97) F. AB 15-040: Resolution No. 2015-242:** Authorizing the amendment of the SCORE (5 min.)
Jail rates
(John Calkins)
- (121) G. AB 15-041: Resolution No. 2015-243:** Authorizing the surplus of non-operational (5 min.)
Computer and miscellaneous equipment
(Richard Gould)

- (125) H. **AB-15-042: Ordinance No. 2015-1896:** Amending Chapter 2.38.020 of the PMC relating to residency requirements for Park Board Commissioners.
(Richard Gould) (10 min.)
- (128) I. **AB-15-043: Ordinance No. 2015-1897:** Amending Chapter 2.36.030 of the PMC relating to residency requirements for Planning Commissioners.
(Richard Gould) (10 min.)
- (131) J. **AB-15-044:** Discussion regarding employee leave policies
(Richard Gould) (15 min.)
- (148) K. **AB-15-045:** Appointment to Civil Service Commission
(Mayor Guier) (5 min.)
- (150) L. **AB-15-046:** Approval of an expenditure for Council Photos
(Mayor Guier) (5 min.)

6. **ADJOURN**

Council may add other items not listed on this agenda unless specific notification period is required.

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

Meeting materials are available on the City's website at: www.pacificwa.gov or by contacting the City Clerk's office at (253) 929-1105.



Agenda Bill No. 15-035

TO: Mayor Guier and City Council Members
FROM: Richard A. Gould, City Administrator
MEETING DATE: March 16, 2015
SUBJECT: RFP for the provision of Solid Waste Disposal discussion.

ATTACHMENTS:

- RFP Resolution No. 2015-237
- RFP solid waste example.

Previous Council Review Date:

Summary: The solid waste committee (ad-hoc) has been meeting with a representative from Waste Management regarding contractual negotiations since early 2014. The City Council has voted on resolution 2015-237 (March 9, 2015) directing city staff to publish an RFP for the provision of solid waste disposal.

Recommendation/Action: Staff recommends the Council identify the terms that they deem significant on this request for proposals (RFP) before staff prepares it for council approval.

Motion for Consideration:

Budget Impact: None

Alternatives:

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2015-237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE STAFF TO DRAFT, ISSUE AND PUBLISH AN RFP FOR THE PROVISION OF SOLID WASTE DISPOSAL SERVICES IN THE CITY OF PACIFIC.

WHEREAS, the City of Pacific may contract with one or more vendors for solid waste handling and disposal; and

WHEREAS, the City Council has the discretion to determine the conditions and term of such contracts; and

WHEREAS, the City has a franchise with Murrey's Disposal Company for solid waste disposal services in the portion of the City located in Pierce County that expires on June 30, 2015; and

WHEREAS, the City also has a franchise with Waste Management of Washington for solid waste disposal services in the portion of the City located in King County that expires on June 30, 2015; and

WHEREAS, the City desires to draft, issue and publish an RFP for the purpose of obtaining statements of qualifications and proposals for the provision of solid waste services in the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. The Council authorizes the drafting and issuance of a RFP for solid waste disposal services in the City of Pacific.

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 9TH DAY OF MARCH 2015.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form:

Carol Morris, City Attorney

Request for Proposals (RFP) for:



Solid Waste Services

City of Airway Heights

1208 S. Lundstrom Street Airway Heights WA 99001

SECTION 1: INFORMATION FOR PROPONENTS

1.1 INTRODUCTION

The City of Airway Heights (the "City") is requesting Proposals from qualified firms for solid waste collection services within the City Service Area (map provided as Appendix A to this Request for Proposals). These services include: residential and commercial garbage collection, recycling and yard debris collection. The initial contract term will be for three years, from November 2, 2011 to November 2, 2014, with a City option for two additional two-year extensions.

Airway Heights is annexing ½ square mile east of Hayford Road. The effective date of the annexation is January 1, 2012. The annexation area will not be a part of this agreement.

The City is seeking a continuation of the existing solid waste collection system with the revisions described in Section 1.2. The City has also identified three Proposal alternatives: (1) shifting to a cart-based residential garbage collection system; (2) adding a subscription recycling collection service program; (3) adding a subscription yard debris collection program; Proponents shall complete a base proposal, based on the services described in Section 1.2 and 2.5

1.2 EXISTING COLLECTION SYSTEM

This section describes the *existing* solid waste collection system operated under the current contract.

The City of Airway Heights has a population of 6,114 (as of April 2010), with 965 single-family residential customers. The City's multifamily customer base includes approximately 11 sites. Multifamily, commercial and industrial solid waste customer base is comprised of the following approximate quantities, size and frequency for removal. Garbage collection is mandatory.

<u>Size</u>	<u>Frequency</u>	<u>Quantity</u>
1 yd	1xwk	33
1.5yd	1xwk	6
2yd	1xwk	29
3yd	1xwk	22
4yd	1xwk	10
6yd	1xwk	20
8yd	1xwk	14
2yd	2xwk	1
8yd	2xwk	2
4yd	3xwk	2
6yd	3xwk	2
8yd	3xwk	5

Single-family Collection

Single-family residences are provided weekly collection under a variable rate structure. Residents may provide their own containers.

Single-family recycling collection is currently offered at a drop site located at 13120 W. 13th Avenue. Collected recyclables include newspaper, cardboard, aluminum cans, glass, metal food and beverage containers, and #1-2 plastic containers.

Single-family yard debris collection services are provided at a drop site located at 13120 W. 13th Avenue. Collection quantities are currently unlimited.

Both recycling and yard debris services are provided to all single-family customers as part of the overall solid waste collection system, with the costs embedded in garbage collection fees.

The City desires to obtain proposals that provide options for residential curbside recycling, yard debris collection and a cart-based collection system.

Multifamily Collection

Multifamily residences are provided with commercial-style garbage services. Multifamily residences have access to the same recycling and yard debris drop site.

Commercial Collection

Commercial garbage collection is provided through the use of owned and rented cans and drop-box compactors, as well as contractor-owned carts, detachable containers and drop-boxes. Commercial recycling is presently not provided by the current contractor.

Disposal

All collected garbage is delivered to the Spokane Waste to Energy facility per the City/County Interlocal Agreement.

Administration

The contractor is responsible for educating and promoting recycling and yard debris programs to the public. The solid waste collection contractor is responsible for distributing public notices about collection schedule changes, such as holiday hours, promoting new collection programs.

The solid waste contractor is responsible for billing and customer service functions. This will not change under the new contract.

SECTION 2: INSTRUCTIONS TO PROPONENTS

2.1 EXAMINATION OF PROPOSAL DOCUMENTS

It is the responsibility of each Proponent to do the following before submitting a Proposal:

- Examine the Proposal Documents.
- Become familiar with local conditions that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract.
- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority-and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes and fees.
- Submit any questions in writing to the City in a timely fashion in order that the questions may be answered in an addendum to be issued by the City.
- Notify the City in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Proponent shall, at the Proponent's own expense, make or obtain any additional examinations, investigations, research and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract, and that the Proponent deems necessary to determine its Proposal.

Proponents are expected to be knowledgeable about the service area, to understand the City's terrain, streets and alleys, and to be knowledgeable concerning the locations for cans, carts, detachable containers and other receptacles used for garbage collection. Proponents are expected to determine if and specify to the City that their equipment can make the collections and provide the service called for under the Contract.

Additionally, Proponents are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management and other matters necessary to ensure high quality customer service throughout the term of the contract.

2.2 INTERPRETATIONS, SCHEDULE AND ADDENDA

All questions concerning the meaning or intent of the RFP and notifications concerning any conflicts, errors, omissions or discrepancies in the RFP are to be directed, in writing to Albert Tripp, City Manager, 1208 S. Lundstrom Street, Airway Heights, WA 99001, or via e-mail to atripp@cawh.org.

Questions must be received by 5:00 PM on May 23, 2011 in order to be considered. The City will provide written answers to all questions through addenda to this Request for Proposals. The City reserves the right

to modify the Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a written request for Proposal Documents.

The City has set the following schedule for receipt and review of the Proposals. The City reserves the right to modify this schedule if deemed necessary.

PROCESS SCHEDULE

Event	Time Frame
Publish Notice of Proposal Documents	May 13, 2011
Issue Proposal Documents	May 13, 2011
Deadline for Proponent Questions	May 23, 2011
Proposals Due and Opened	10:00 AM, June 23, 2011
Proposal Evaluation	July 2011
Notice of Finalist to Select Proponent	July 2011
Recommendation to City Council	July 2011
Start of Collection Services	November 2, 2011

The submission of a Proposal will constitute an incontrovertible representation by the Proponent that the Proponent has complied with every requirement of these Instructions to Proponents, that without exception the Proposal is premised on performing and furnishing the services and equipment required by the Proposal Documents by such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents.

2.3 PROPOSAL SECURITY

Each Proposal must be accompanied by a Proposal security made payable to the City of Airway Heights in the amount of Twenty-five Thousand Dollars (\$25,000) and in the form of an irrevocable standby letter of credit, cashiers check or a Proposal bond satisfactory to the City.

The Proposal security from the Successful Proponent shall be retained by the City until that Proponent has executed the Contract and furnished the required bond and proof of insurance acceptable to the City, whereupon the Proposal security will be returned. If the Selected Proponent fails to execute and deliver the Contract, as negotiated, and fails to deliver the bonds and other required documents within one week after the Contract is finalized and ready for execution, the City may withdraw the Notice of Finalist, and the Proposal security of that Proponent shall be forfeited. The Proposal security shall be retained as liquidated damages by the City, and by submittal of a proposal, the Proponent agrees that this sum is a fair estimate of the amount of damages that the City will sustain in the event that the Selected Proponent fails to execute the Contract or furnish the required letter of credit and proof of insurance acceptable to the City.

The Proposal security of other Proponents whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either two weeks after Contract Execution or 180 days after the Proposal opening, whichever is earlier, whereupon the Proposal securities furnished by those Proponents will be returned. Proposal securities with Proposals that are not found to be responsive will be returned no later than sixty days after the Proposal opening.

2.4 CITY INVESTIGATIONS AND PROCESS DECISIONS

As part of the RFP evaluation process, the City reserves the right to do any or a combination of the following:

- Contact officials from other jurisdictions regarding the Proponent
- Visit a Proponent's facilities, including proposed processing facilities, and view proposed vehicles and equipment
- Meet the Proponent's personnel, including interviewing the Proponent's route, operations, management, financial and customer services personnel during the performance of their regular duties
- Retain independent consultants for assistance in evaluating Proposals and provide proposal materials to those consultants
- Request clarification or additional information from a specific Proponent in order to assist in the City's evaluation of a Proposal
- Decline to award a contract or contracts for services
- Discontinue negotiations with the selected or any Proponent, and commence discussions with any other finalist
- Withdraw the RFP and reject any or all Proposals
- Not award to any or all Proponents and issue a subsequent RFP or RFP based on refinements of concepts proposed in response to this RFP
- Seek other investigations, inquiries, reviews or clarifications which would allow the City to make informed decisions

2.5 PROPOSALS

The Contractor's Proposal must provide unit prices for all service levels. All Proposals shall be provided in year 2011 dollars. The Proposal unit prices will be used, in part, to determine the Selected Proponent as described in the Basis of Award section of these Instructions to Proponents. All costs, including overhead and profit, and taxes, fees or surcharges imposed by federal, state or local laws, for which the Contractor expects to receive payment as a result of the Project must be included in the unit prices, unless otherwise specifically directed. Contractor fees provided by the Bidder shall incorporate the following elements, and be based on actual cost of service.

<i>Customer Sector</i>	<i>Include In Rates</i>	<i>Rate Formula</i>
Single-family Residential	Garbage+Recycling+Yard Debris+Cart costs	cost-of-service
Multifamily/Commercial Can, Cart and Detachable Container	Garbage, <u>including</u> and <u>excluding</u> container costs	cost-of-service
Temporary Detachable Container and Drop-box	Garbage costs, <u>excluding</u> container rental	cost-of-service
Drop-box Service	Garbage , <u>excluding</u> container rental	cost-of-service
Other Services (e.g. container cleaning, etc.)	Only cost-of-service	cost-of-service

The data on the existing Project concerning number of customers and containers should be viewed as estimates of the entire City, not the specific service area at the start of the new contract, and are presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the operation of the Project may differ.

By submitting a Proposal, the Proponent is committing to commencement of collection services by November 2, 2011.

2.6 PREPARATION OF PROPOSAL FORMS

All blank spaces in the Proposal Forms must be completed in black ink, by typewriter or by reproduction of the original forms with a computer. No changes shall be made to the forms. If forms reproduced by a computer are substantially different than the Proposal Forms, the City may deem the Proposal non-responsive.

The Proposal prices must be inclusive of all costs of providing the services and equipment required under the Contract. The City may deem any Proposal non-responsive that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalanced, or any proposal that in any manner fails to conform to the conditions of this Request for Proposals.

The Proponent must sign its Proposal in ink in the blank space provided and all names must be typed or printed below the signature, along with evidence that the Proponent is a duly organized and validly existing firm, licensed to do business in the City. If not licensed, a sworn statement must be attached that the Proponent will take all necessary actions to become so licensed if selected as the Successful Proponent. The legal name of the person, firm or corporation submitting the Proposal must be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to the opening of Proposals or must be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

2.7 SUBMISSION OF PROPOSALS

Proposals must be submitted no later than the time and at the place indicated in the Advertisement for Proposals, and must be enclosed in a sealed carton, marked with the words "PROPOSAL ENCLOSED - CITY OF AIRWAY HEIGHTS SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the Proponent. Proposals must be accompanied by the Proposal security and all other required documents.

2.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the person receiving Proposals at the place designated for receipt of Proposals. Such notice must be in writing or by facsimile to the City contact shown in Section 2.2 and shall include the signature of the Proponent and must be received before the date and time set for receipt of proposals. If by facsimile, written confirmation including the signature of the Proponent must also be received on or before the date and time set for receipt of Proposals, and must be worded so as not to reveal the amount of the original Proposal. If, within twenty-four hours after Proposals are opened, any Proponent files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was an unknown, material and substantial mistake in the preparation of its Proposal, that Proponent may withdraw its Proposal and the Proposal security will be returned.

2.9 BASIS OF AWARD

The City reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all nonconforming, non-responsive or conditional Proposals. In addition, the City is not required to bid this Contract. Therefore, bid laws do not apply, and the City reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any Proponent, in the City's sole discretion. The City further reserves the right to reject the Proposal of any and all Proponents if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive or because the Proponent is found to be not responsible or fails to meet any other pertinent standard or criterion established by the City.

The City will base its choice on considerations including, but not limited to, unit prices and the clear ability of the Proponent to successfully perform the service. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the lowest responsive and responsible Bid and to otherwise make its selection.

Proposals will be reviewed by an evaluation team composed of City staff as well as one or more consultants. Proposals will be evaluated in two phases: (1) a review and evaluation of proposal elements other than price, including reference checks; and (2) review of price proposals and scoring of the price components. The City's evaluation committee will then select a finalist Proponent. A contract will then be finalized with the selected Proponent, or another Proponent if contract finalization with the finalist are not successfully concluded in a timely manner.

The City reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all non-conforming, non-responsive, irregular or conditional Proposals. The City reserves the right to reject the Proposal of any and all Proponents if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive or because the Proponent is not found to be responsible or fails to meet any other pertinent standard or criterion established by the City.

2.10 PROJECT START DATE

The Project will start on the date of Contract Execution. The Contractor will commence collection services under the Contract on November 2, 2011.

2.11 PUBLIC DOCUMENTS AND DISCLOSURE

All submissions are the property of the City and become public records, subject to disclosure after the City selects a Successful Proponent. On or near the Proposal closing date, the City will make public a list of Proponents. Non-responsive Proposals may, at the discretion of the City, be rejected.

2.12 DISCLAIMER OF COSTS

The City will not reimburse any Proponent for any costs involved in the preparation and submission of Proposals or any expenses incurred in connection with the execution of the Contract.

2.13 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL

2.13.1 Obtain Proposal Documents

Send a written or e-mail request for the Proposal Documents to the city contact listed in Section 2.2 of this RFP.

Submitting a written request (or a confirmation of interest if the RFP documents were sent to you as a potential Proposer) will ensure that you will be sent any addenda mailed to potential Proponents.

2.13.2 Conduct Investigations Deemed Necessary

The Proponent shall conduct any investigation of the City service area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities and other conditions deemed necessary by the Proponent to submit a responsive Proposal.

2.13.3 Submit Responsive Proposal

The Proponent shall submit Proposals as required, complying with the requirements of the Proposal Documents. Submit **five (5) copies**, printed and double-sided, of the Proposal Forms and other supporting documents. The Proposal and all Proposal Forms should be signed by an authorized person, and all forms, as required, are notarized, and a person, with title, address, telephone number and e-mail address, whom the City may contact, is identified.

SECTION 3: PROPOSAL INSTRUCTIONS AND FORMS

3.1 Proposal Preparation Guidelines and Format

These instructions provide guidelines governing the formation and content of the proposal and the approach to be used for its development and presentation. The intent of this section is to describe the proposal format and requested information that is essential to an understanding and evaluation of the proposed system. The inclusion of any additional pertinent data or information by the Proponent is recommended.

Proposals must be stapled or bound, sealed, typed and prepared on both sides of 8-1/2" by 11" paper. Oversized documents may be submitted, but they must be folded to size and secured in the proposal. All pages of the proposals must be numbered and sections clearly identified.

The proposal and all attachments shall be complete and free of ambiguities, alterations and erasures. The proposal certification (Form 4) shall be executed by the Proponent or the Proponent's duly authorized officer or agent. In the event of conflict between words and numerals, words shall prevail.

The proposal shall follow the format outlined below, and shall include the required content in sequential format.

A. Executive Summary

Provide a brief overview of the entire proposal and highlight the key aspects of the proposal (maximum 6 pages). In the executive summary or cover letter, please confirm receipt of any RFP addenda received and considered during the development of your proposal.

B. Management and Qualifications

B.1 Proponent

State the name of your company, home office address, Washington business address, and the name, address, phone number, FAX number, e-mail address, website address and title of the person to be contacted concerning the Proposal. If the Proponent is a subsidiary, state the name of the parent company, the home office address, telephone number and website address of the parent company, and describe the parent company's relationship to the Proponent. State whether the person signing the documents has the authority to sign on behalf of the Proponent. State also the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the Contract. Include documentation that the Proponent is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City. If the Proponent is not licensed to do business in the City, then the Proponent must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the Successful Proponent.

B.2 Resumes

Supply the names and resumes of the principal officers, partners or other officials of each company involved in performing substantive responsibilities required under the Contract, and provide the names and resumes of the individuals who will be responsible for implementation of the Contract. At a minimum, include the general manager, operations manager(s), financial officer and customer service manager(s). Describe the ownership, managerial and/or fiduciary role of each of the participating companies. Include the names, company affiliation, telephone numbers and e-mail addresses of key individuals integrally involved in the Proposal. Provide an organization chart or other means of explaining the interrelationships between the team members.

B.3 Litigation and Violations

List any company, partner, holding company or subsidiary involved in the Proposal, or any corporate officer, that has been involved within the past five years in litigation or arbitration arising out of performance of a municipal solid waste contract, arising out of performance of a processing or marketing contract, arising or connected with violation of state or federal anti-trust laws, arising from or connected with allegations of corrupt practices or arising from operating permits and other operating requirements, including local, state and federal rules or regulations. In the case of national companies with multiple affiliated regional companies, the above disclosure should be limited to Pacific Northwest operations and personnel. Explain details fully. In the event that disclosure limited by court authorized non-disclosure provisions, then general circumstances shall be described and disclosure requirements stated.

B.4 Subcontractors

List all items of work or services to be performed by Subcontractors, and the names, qualifications and resumes of the Subcontractors. Also, list equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected time of purchase, and length of time necessary for delivery for each of the items.

B.5 Experience

Describe fully the experience of your team (both individuals and the corporate or partnership team) in providing the services requested in this RFP. Describe similar projects, and include the scope of services (including a summary of which collection and/or processing services were covered by the contract), annual revenues, tonnages and number of customers. Describe any major problems encountered in establishing service or collecting, processing, or marketing recyclables or yard debris. Provide references (including contact name, title, organization, mailing address and contact information) for all similar projects described.

Describe your experience with implementing and managing: (1) the transition from manual to automated residential collection; (2) the transition from a yard waste-only organic recycling collection program to a fully organic (including kitchen waste) recycling collection; and (3) the transition from 3-bin recycling collection to fully commingled recycling collection systems.

Describe specific implementation challenges, problems or issues and how you plan to solve or have attempted to solve the problems in those situations.

C. Collection and Management Operations

C.1 Garbage Collection and Handling

Describe fully the garbage collection equipment and containers you will use under the Contract, keeping in mind the City's desire that recyclables and yard debris be collected separately from Garbage on the same day. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect residential, commercial and drop-box service sectors. Also identify for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of each vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle, including back-up vehicles.

Describe and provide examples of your route management system and route sheets. Describe how routes are developed – for example, manually by management, by drivers or through the use of heuristic software? Describe how route exceptions (extras, rejects, other problems) are logged and how soon after occurrence this information will be available to the City.

Identify the destination for all collected garbage. If more than one transfer station will be used, identify the proportion of loads destined for various transfer stations and the criteria for routing trucks to a particular transfer station.

Address how you would implement automated residential collection if the City elected to proceed with that option, including promotional and educational approach, requirements for customers, actions required of the City, how routes would be developed, what make and model trucks would be used, and how you would coordinate service change information to minimize customer disruption.

Describe how you will plan for and provide contingencies for service in the event of equipment failure, loss of recycling processing, composting or municipal solid waste disposal capabilities or capacity, inclement weather, strike or other unexpected circumstances which may occur during the term of the Contract.

C.2 Recyclables Collection, Processing and Marking

Describe fully the recycling collection equipment and containers you will use under the Contract. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect residential and commercial service sectors, and for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle.

Describe fully your proposed recycling processing facility including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the recyclables collected under the Contract. Specifically address how commingled materials are currently processed and the average rejection or contamination rate experienced by your firm or contracted processor.

C.3 Yard Debris Collection and Processing

Describe fully the yard debris collection equipment and containers you will use under the Contract, keeping in mind the City's desire that recyclables and yard debris be collected separately from garbage. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect yard debris, and for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle.

Describe fully your proposed yard debris processing facility including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the yard debris collected under the Contract.

Address whether the proposed yard debris carts are capable of handling food wastes or other organics, and whether the proposed composting facility is capable of handling source-separated food waste now or in the future. If the proposed composting facility can handle additional organic materials other than yard debris, provide the permitted capacity for those materials, feedstock and delivery requirements, and the proposed tipping fee if fees for mixed yard debris and food wastes would be different than tipping fees for yard debris alone.

C.4 Maintenance and Support Facilities

Identify the operator (if subcontracted), location, structures and zoning of your proposed maintenance and support facilities. Provide the number of repair bays available at the facility and maintenance staffing levels (mechanics and helpers). Provide the total number of trucks maintained at the site for all contractor operations, as well as the number of trucks and spares dedicated to the City's contract.

Describe your fleet maintenance procedures and/or policies, including scheduled or preventative maintenance practices. Outline environmental procedures in the management and operation of facilities and fleets.

C.5 Customer Service Support

Discuss how staffing levels are established and modified to ensure timely customer service, and how new and existing staff are trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your company's performance. If call center staff handle calls from more than one City or WUTC-certificated service area, describe the procedures and aids used by those staff to address calls from different service areas without delaying responses to customers.

Discuss how long it takes your firm to respond to service calls, how you monitor and adapt your field staffing to minimize your response time, and how the resolution of each service call is performed in a timely manner.

Describe your procedures for handling "missed" collections. Does your company have a separate route for handling misses at the end of each day; is each route driver responsible for collecting their misses on the day or day after regular collection; or does your company use some other system? How has this approach worked to minimize repeat misses? How do you handle customers who repeatedly report unwarranted misses?

C.6 Transition and Implementation Plan

Describe your proposed transition and implementation plans to ensure an efficient and successful implementation of service provisions. Identify the major issues and describe your proposed approach. Discuss customer information, promotion and notification, customer service, procurement and delivery of vehicles, containers and other equipment, contingency plans and other considerations which will ensure a successful transition and implementation of the Project consistent with the start of collection services. Include a timeline which identifies major tasks and key dates in the transition and implementation plan.

F. Implementation and Public Information

If you would be a new service provider to the City of Airway Heights, describe in detail how you would work with the existing contractor to ensure a smooth transfer of information and cart/container exchanges in a timely manner to meet the November 2, 2011 start date. Identify the individuals involved in this effort, their qualifications and previous experience in transitioning existing collection programs. Describe whether the same person will be serving as part of the management staff throughout the Contract Term as serves during the Transition/ Implementation Period.

The Contractor will be responsible for introducing the new recycling collection system, supporting City multifamily recycling promotion, maintaining the Contractor's website and certain other activities. City staff will lead program promotion efforts, and will require participation and support from the Contractor (promotional planning assistance, customer service education, distribution of materials at the curb, etc).

Describe and provide examples of materials developed by Proponent staff and used to introduce and support single-family recycling, yard debris, and expanded foodwaste collection programs. Address how materials will be distributed and how residents seeking additional information will be accommodated during program introduction. Detail how your approach will increase and maintain participation and how methods may change as participation levels increase or decrease.

Explain your procedures for submitting public information material to the City for approval and any approval timeliness you will expect the City to meet.

Describe your company's website, and how you plan to present information about the Project on the website. Describe your procedures to keep information on your website up-to-date.

3.2 PROPOSAL FORMS

The following forms must be completed in full and in accordance with both the Instructions to Proponents and with the instructions that follow below, and must be submitted collectively as the Proposal Forms. Use black ink or type on all forms.

The Proponent's responses to the questions in these Proposal Forms will be used by the City to evaluate the responsiveness of the Proponent and the ability of the Proponent to provide the specified services and equipment in a responsible manner. The information must be submitted as indicated on the individual forms, but if the Proponent needs additional space to respond to a question or if the Proponent is requested to provide information that cannot be written directly on the forms, these items must be stapled to the individual forms that correspond to the pertinent information. Oversized or bulky information such as drawings or bound documents must be submitted under a separate cover, labeled to indicate the form number and content to which the information pertains, referenced as such on the Proposal Forms, and included as part of the Proponent's Proposal.

Proponents must number each page that contains information that cannot be written directly on a form or pages that are reproductions of a form. The page number must be placed in the upper right-hand corner of each such page and sub-lettered to correspond with the page to which the information pertains (e.g., 2a, 2b, etc.).

Many of the Proposal Forms direct the Proponent to photocopy forms as necessary. Proponents may instead reproduce Proposal Forms on a computer. Each page so generated must have the header, footer and body of information in the same locations as the original form to assure uniformity of the Proponent's submittal. Typefaces may differ to the extent that the reproduced forms remain legible.

Proponents must provide complete and detailed responses to each question. If the Proponent fails to do so, its Proposal may be deemed non-responsive and may be rejected by the City. During the execution of the Project, the City will consider information submitted by the Successful Proponent to be binding, and any substitutions or deviations from the information provided must be approved in writing by the City.

Form 1

COVER SHEET AND GENERAL INFORMATION

Company Name: _____

Home Office Address: _____

Washington Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, FAX Number and E-Mail Address of the person to be contacted concerning the Proposal:

If Applicable, Name of the Parent Company:

Home Office Address, Telephone Number and Website Address of the Parent Company:

Describe the parent company's relationship with the Proponent:

If applicable, does the person signing the documents have the authority to sign on behalf of the Proponent?

_____ Yes _____ No

Names of Companies that will share significant and substantive responsibilities with the Proponent in performing services under the Contract:

Attach to this form, and number appropriately, documentation showing that the Proponent is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City. If the Proponent is not licensed to do business in the City, then the Proponent must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the Successful Proponent.

Form 2 PROPOSAL SECURITY

The Proponent and its surety company must complete either the Proposal Bond provided below, or a standard Proposal Bond that contains the same information as the bond provided below.

Herewith include a deposit in the form of a certified check, cashier's check or cash in the amount of Twenty-Five Thousand Dollars (\$25,000).

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE,

_____ of _____, as Principal, and the _____, a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as Surety, are held and firmly bound unto the City of Airway Heights, Washington, as Obligee, in the full and penal sum of Twenty-five Thousand Dollars (\$25,000), the payment of which the Principal and the Surety, bind themselves, their heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal for the Garbage, Recyclables and Yard Debris Collection Contract, according to the terms of the Proposal made by the Principal therefore, and the Principal shall duly make and enter into the Contract with the Obligee in accordance with the terms of said Proposal and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee: or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the Request for Proposals, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages the amount of this bond.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be signed and sealed this _____ day of _____, 2011.

Principal

Surety

Attorney-in-Fact

Return of Deposit in the Amount of \$ _____ Date:

_____, 2011 By:

Form 3 IDENTIFICATION OF PERFORMANCE SECURITY

If the Proponent is awarded a Contract on this Proposal, the surety or other financial institution that provides the letter of credit or other performance guarantee shall be:

_____ whose address is

_____, _____, whose Street

City State and Zip Code

telephone number is _____, and website address

is _____.

Form 4

CERTIFICATION OF PROPOSAL -DECLARATION AND UNDERSTANDING

Proponent's Declaration and Understanding

The undersigned Proponent declares that the only persons or parties beneficially or financially interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion; and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Project.

The Proponent declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proponent has not directly or indirectly entered into any agreement, induced or solicited any other Proponent to submit a false or sham Proposal; the Proponent has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proponent has not sought by collusion to obtain for itself any advantage over any other Proponent or over the City; and Proponent has not otherwise taken any action in the restraint of free competitive proposals in connection with the Project for which this Proposal is submitted.

The Proponent declares that it has familiarized itself with the nature and extent of the Contract, the existing Project, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance or furnishing of the Project. The Proponent has satisfied itself as to the services and equipment to be provided, including the fact that the description of the services and equipment is brief and is intended only to indicate the general nature of the Project.

The Proponent further acknowledges that it has satisfied itself as to the nature and location of the Project, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and organic material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the City, the character of equipment and facilities needed to execute the Project, and all other matters that may in any way affect the Project or the cost thereof under the Contract.

The Proponent further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the City regarding the Existing Project and solid waste system, and the Proponent has adequately investigated the City's customer base and any additional information that may be provided by the City. Failure by the Proponent to acquaint itself with the physical conditions of the City's customer base and all available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the services and providing the equipment required under the Contract.

The Proponent warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the Project in a good, timely and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representation made by any of its officers or agents during or prior to the execution of the Contract, unless (1) such representations are expressly stated in the Contract; and/or (2) the Contract expressly provides that the City therefore assumes the responsibility.

The Proponent has given the City written notice in a timely manner of all conflicts, errors, omissions or discrepancies that it has discovered in the Proposal Documents and the written resolution thereof by the City is acceptable to the Proponent.

Self-Reliance

The Proponent acknowledges that the information contained in this Proposal represents our understanding of the City's existing Project, terrain, streets, alleys, container locations, recycling and organic debris markets, and other conditions that could affect the costs or operational efficiencies of fulfilling the Contract. In preparing this Proposal, we have relied on our own investigation and research.

Start Of Project And Contract Term

If awarded a Contract, the Proponent agrees to commence all collection services under the terms and conditions of the Contract on November 2, 2011. The Contract will extend through November 2, 2014.

Unit Price

The Proponent proposes to invoice and collect payments of the Contract charges (rates), as set forth under the provisions of the Contract.

Contractor charges (rates) will be adjusted upward or downward as provided in the Contract unless prohibited by law or a vote of the people, in which case the Contract will be subject to renegotiation under Section 6.4 of the Contract. The Contractor will be responsible, generally, for all real (non-inflationary) cost increases, and will benefit from any real cost decreases, except as specifically agreed to in the Contract. The Proponent understands that the per unit served price and the price adjustments are independent of the quantities and quality of materials collected. The Proponent agrees that the per unit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Project, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

Addenda

The Proponent below lists and hereby acknowledges receipt of all Proposal Documents and of the following Addenda:

Addenda Number Date

The Proponent agrees that all Addenda issued are part of the Contract, and the Proponent further agrees that its Proposal includes all effects of the Addenda.

Identification and Authorization

The name of the Proponent submitting this Proposal is:

Doing business at: _____
Street

City State Zip Code

which is the address to which all communications concerning this Proposal and the Contract will be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If the Proponent is a partnership, attach to this form and number appropriately a copy of its partnership agreement. If the Proponent is a corporation, attach to this form copies of its articles of incorporation, bylaws and certificate of good standing, as certified by the Secretary of the Board of Directors.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2011.

Signature of Proponent

Title

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ____ day of _____, 2011. Name of Corporation By Title Attest

(Secretary)

Appendix A

Legend

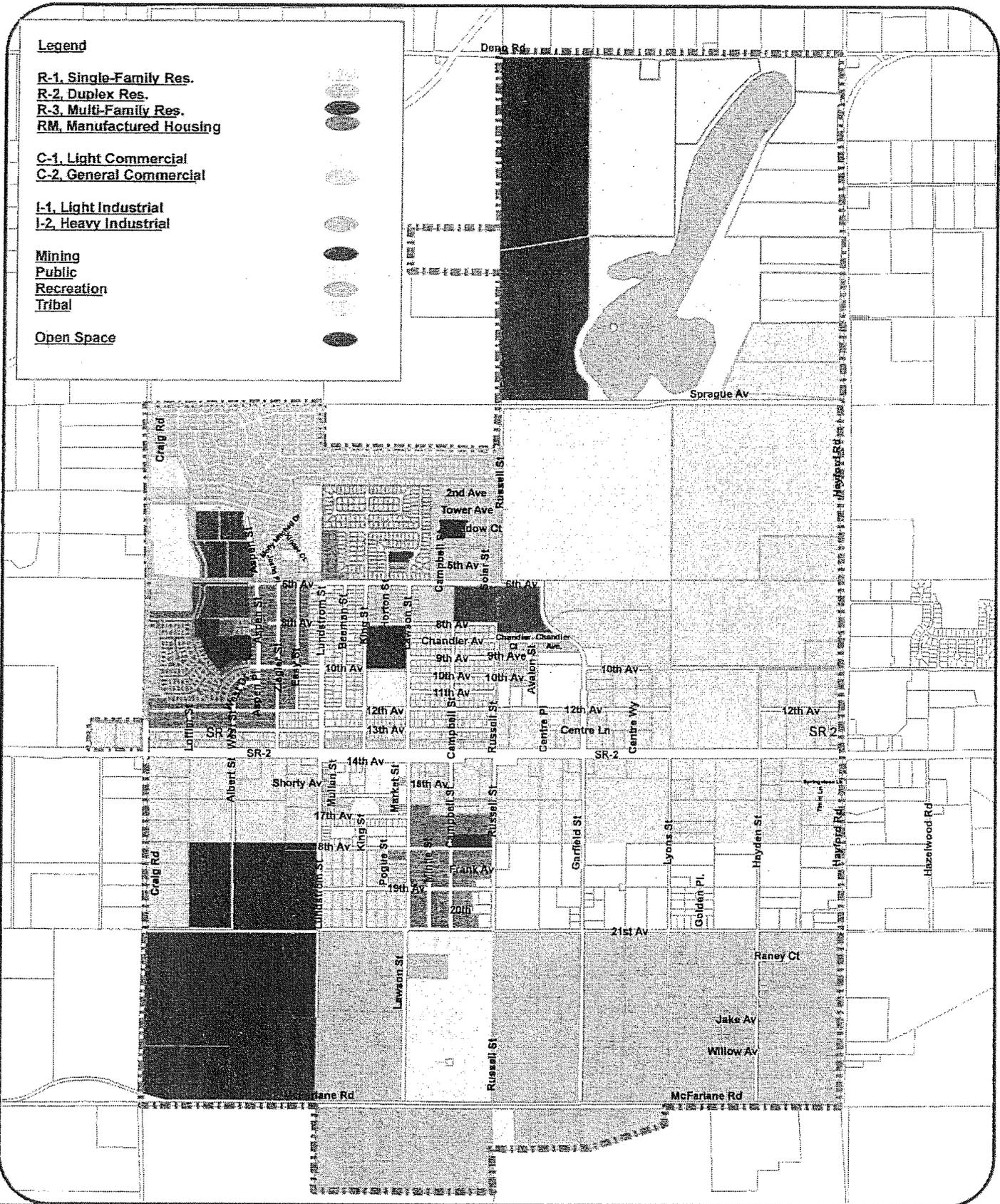
- R-1, Single-Family Res.
- R-2, Duplex Res.
- R-3, Multi-Family Res.
- RM, Manufactured Housing

- C-1, Light Commercial
- C-2, General Commercial

- I-1, Light Industrial
- I-2, Heavy Industrial

- Mining
- Public
- Recreation
- Tribal

Open Space



January, 2009

City of Airway Heights

Zoning Map

Source: Airway Heights GIS

Information displayed on this map was compiled from various sources and may not have been verified and should not be used to determine actual boundaries. This information should be used for planning purposes only



Agenda Bill No. 15-036

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: March 16, 2015

SUBJECT: Resolution No. 15-239; West Valley Highway Supplemental Agreement No. 1 – Pierce County Segment

ATTACHMENTS: Resolution 2015-239

Previous Council Review Date: N/A

Summary: The attached Resolution provides expenditure approval with AHBL, Inc. for additional design engineering services on the Pierce County portion of the West Valley Highway Improvement Project. The need for additional services is based upon a claim by the Muckleshoot Tribe that the Jovita Creek culverts under West Valley Highway are fish passage barriers. Neither City staff nor the design team knows if the Jovita Creek culverts are fish passage barriers or not. To complete the final project design requires that the Muckleshoot’s claim is addressed and answered. To determine the fish barrier status of the Jovita Creek culverts is extra work; work not part of the original agreement with AHBL.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-239.

Motion for Consideration: MOVE TO APPROVE RESOLUTION No. 2015-239, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 1 WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN SERVICES FOR CONDUCTING AN ASSESSMENT AND POTENTIAL REPLACEMENT DESIGN OF THE JOVITA CREEK CULVERT CROSSING FOR THE PIERCE COUNTY PORTION OF THE WEST VALLEY HIGHWAY IMPROVEMENT PROJECT.

Budget Impact: If accepted by Council, the cost of services is \$79,782.43 and to be paid from the City’s Street Construction funds.

- Alternatives:**
- 1) Not approve Supplemental Agreement No. 1.
 - 2) Only approve the Phase I assessment of Jovita Creek culverts and not the Phase 2 design.
 - 3) Seek additional design funding during right-of-way acquisition phase.

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2015-239

**A RESOLUTION OF CITY OF PACIFIC, WASHINGTON,
AUTHORIZING EXECUTION OF SUPPLEMENTAL
AGREEMENT NO. 1 WITH AHBL FOR ADDITIONAL
ENGINEERING DESIGN SERVICES FOR CONDUCTING
AN ASSESSMENT AND POTENTIAL REPLACEMENT
DESIGN OF THE JOVITA CREEK CULVERT CROSSING
FOR THE PIERCE COUNTY PORTION OF THE WEST
VALLEY HIGHWAY IMPROVEMENT PROJECT.**

WHEREAS, the City Council, by Resolution No. 2014-190 approved a contract with AHBL for design engineering services for the Pierce County portion of West Valley Highway Improvement Project for \$109,991.33; and

WHEREAS, during the course of said design engineering services AHBL learned that the Muckleshoot Tribe understands the two Jovita Creek box culverts under West Valley Highway to be fish passage barriers; and

WHEREAS, an assessment and determination of the two culverts fish barrier status is required to inform the engineering design team for completion of the final project design; and

WHEREAS, this work was not part of the original contract with AHBL in the amount of \$109,991.33; and

WHEREAS, AHBL has prepared Supplemental Agreement No. 1 in the amount of \$79,782. to conduct an environmental assessment of the Jovita Creek box culverts to determine fish barrier status and perform additional design engineering services, if the box culverts are determined to be fish barriers; and

WHEREAS, Supplemental Agreement No. 1 increases the total amount of the design engineering services to \$189,773.76 and extends the project from May 31, 2015 to June 30, 2015; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. The Pacific City Council hereby authorizes the Mayor to execute Supplemental Agreement No. 1 to the contract authorized by Resolution No. 2014-190 between the City of Pacific and AHBL for an environmental assessment of Jovita Creek box culverts and additional engineering design services as required.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

APPROVED BY THE CITY COUNCIL ON MARCH 23, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CAROL MORRIS, CITY ATTORNEY

Filed with the City Clerk:
Passed by the City Council:
Date Posted:



Supplemental Agreement Number <u>001</u>		Organization and Address AHBL, Inc. 2215 N. 30th Street #300 Tacoma, WA 98403	
Original Agreement Number		Phone: (253) 383-2422	
Project Number	Execution Date 3/23/2015	Completion Date 6/30/2016	
Project Title West Valley Highway - Pierce County Segment	New Maximum Amount Payable \$ 189,773.76		
Description of Work This Supplement provides services and fees related to Phase 1 - Assessment of Jovita Creek Culvert. We have also provided a budget level estimate for Phase 2 -Culvert Replacement/redesign, should the culvert be found to truly be a barrier.			

The Local Agency of City of Pacific
desires to supplement the agreement entered into with AHBL, Inc.
and executed on 3/23/2015 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached detailed scope of work for Supplement #1

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date shall be extended to June 30, 2016

III

Section V, PAYMENT, shall be amended as follows:

The amount payable under this contract has increased by \$79,782.43 from \$109,991.33 to a new total of \$189,773.76. See attached updated Exhibit E.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Sean Comfort, PE - VP

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A-1
Scope of Work
West Valley Highway Improvements
Supplement #1

AHBL, Inc.

EXHIBIT A-1 AHBL Scope of Work

Supplement No. 1

The following is Supplement No. 1 to our LAG Agreement for the West Valley Highway Pierce County Section project. This Supplement includes additional AHBL civil engineering, land use planning and land surveying services for the project. Also included are additional sub-consultant services.

During the NEPA kick-off meeting with WSDOT on this project there were discussions about an important 2014 Federal court decision that was made following a lawsuit by 27 Washington State Tribes. The decision requires the Washington State to replace culverts that are fish barriers over a 17-year timeframe.

One WSDOT culvert replacement project that will be replaced in the near term is downstream of the West Valley Highway / Jovita Creek culvert at SR 167. During the formal Tribe noticing period for the West Valley Highway project, the Muckleshoot Tribe sent an email commenting that the culvert is a fish passage barrier and that "they have been attempting to contact Pacific to see if this culvert can be replaced timely as the downstream culvert on SR 167 is currently being designed to become fish passable per the Culvert Case injunction."

Because the tribe has challenged that the culvert is unfit and a barrier, we now need to prove otherwise. The evaluation of the culvert is a combination of science/biology and engineering. The protocols for the evaluation and potential design requirements should it need to be replaced are set by Washington Dept. of Fish and Wildlife.

This proposal provides services and fees related to Phase 1 – Assessment of Jovita Creek Culvert. We have also provided a budget level estimate for Phase 2 – Culvert Replacement/Redesign, should the culvert be found to truly be a barrier for fish passage.

Our scope of services is listed below.

Civil Engineering – 2140392.10

Phase I – Culvert Evaluation

1. Perform a hydraulic analysis of the existing culvert under West Valley Highway that is upstream to the Jovita Creek Culvert at SR 167 in accordance to the *WDFW 2013 Water Crossing Design Guidelines*.
2. Preparation of a plan/Profile as-built drawing of the existing Jovita Creek culvert and longitudinal profile of Jovita Creek 5-foot downstream.
3. Assistance to Landau Associates to evaluate whether the existing culvert is determined to be a fish passage barrier. Included is coordination with Landau Associates and review of the Biological Assessment prepared by Landau Associates.

4. Completion of one Opinion of Probable Cost for proposed improvements to the existing culvert so that the culvert is not a barrier for fish passage.
5. Completion of two geotechnical borings at the location where the Jovita Creek Culvert crosses West Valley Highway (AMEC Environmental).

Phase II – Culvert Design

6. If the existing culvert is determined to be a fish passage barrier, prepare a new culvert design which will allow for fish passage. Included is a plan and profile drawing showing new culvert and associated improvements on the upstream and downstream ends of the culvert. Design will be in accordance with *WSDOT* standards and the *WDFW 2013 Water Crossing Design Guidelines*.
7. Preparation of one Opinion of Probable Cost for the proposed culvert/stream improvements.

Reimbursable Expenses – Task 90

8. Reimbursable expenses for all disciplines including mileage and reprographic expenses. This will be billed on a time and expense basis.

Land Use Planning – 2140392.30

Phase I – Culvert Evaluation

1. Throughout Phase 1 activities, manage the project and design team in their evaluation of the culvert for schedules, reports and findings. Coordinate and review all required technical evaluation and studies as required by WSDOT and to support the NEPA Environmental Classification Summary. Attend progress meetings as needed.
2. Preparation of Natural Resources Support associated with evaluation of the existing condition of the Jovita Creek Culvert under West Valley Highway and its ability to provide fish passage. A technical memorandum will be prepared with a description of methodology, conclusions regarding condition to provide fish passage, appropriate field forms and site photographs. Prepare a Biological Assessment for the project to address selected species federally listed as threatened or endangered in the action area under the ESA and Essential Fish Habitat Evaluation. (Landau Associates)

Phase II – Culvert Design

3. Manage the design team during the culvert design phase. Coordinate for all required technical information as required by WSDOT and to support the NEPA Environmental Classification Summary.
4. Provide Natural Resources Support associated with culvert design, which will be limited to field survey and agency and design team coordination. (Landau Associates)

Land Surveying – 2140392.50

Phase I Culvert Evaluation

1. Completion of an as-built survey of the existing Jovita Creek culvert under West Valley Highway.

2. Determination of the longitudinal profile of the channel bed and water surface extending 250-feet upstream and 150-feet downstream of the existing Jovita Creek culvert under West Valley Highway. This information will be provided to the civil engineer for use in completing the hydraulic analysis of the existing culvert.
 3. Complete one cross-section of the downstream control (first downstream riffle).
 4. Survey the location of the two geotechnical borings completed by AMEC Environmental.
-

Exhibit E-1

Fee- Lump/Fixed/Unit

(backup)

West Valley Highway Improvements

Supplement #1

AHBL, Inc.

Exhibit E -1
Consultant Fee Determination Summary Sheet
(Lump Sum Cost Plus Fixed Fee, Cost per unit Work)

Project: West Valley Highway Pierce County Segment Design
Consultant: ABHL, Inc.

Direct Salary Cost (DSC) Original

Classification	Man Hours	Direct Labor			Cost
			Rate		
Principal Civil	21.50	X	\$ 64.52	\$	1,387.18
PM Civil	60.50	X	\$ 46.15	\$	2,792.08
PE 5 Civil	30.75	X	\$ 38.63	\$	1,187.87
PE 4 Civil	119.75	X	\$ 35.38	\$	4,236.76
Proj Admin Civil	3.50	X	\$ 28.23	\$	98.81
Tech 2 Civil	70.00	X	\$ 27.57	\$	1,929.90
Word Proc	3.00	X	\$ 23.08	\$	69.24
Prin. Planning	57.75	X	\$ 52.89	\$	3,054.40
Planner 3	35.00	X	\$ 26.39	\$	923.65
Landscape Project Manager	13.50	X	\$ 32.21	\$	434.84
Principal Survey	6.75	X	\$ 52.89	\$	357.01
PM Survey	13.25	X	\$ 42.71	\$	565.91
Survey Tech	16.75	X	\$ 27.24	\$	456.27
Chief of Parties	3.50	X	\$ 39.04	\$	136.64
Party Chief	33.00	X	\$ 28.85	\$	952.05
Chalman	33.00	X	\$ 20.00	\$	660.00
Original Contract Sub TOTAL DSC					\$ 19,242.59

Direct Salary Cost (DSC) Supplement #1

Classification	Man Hours	Direct Labor			Cost
			Rate		
Principal Civil	10.00	X	\$ 64.52	\$	645.19
PM Civil	24.00	X	\$ 64.52	\$	1,548.46
??	0.00	X	\$ -	\$	-
PE 4 Civil	102.00	X	\$ 37.26	\$	3,800.48
Proj Admin Civil	4.00	X	\$ 28.85	\$	115.38
Tech 2 Civil	52.00	X	\$ 28.61	\$	1,487.50
Word Proc	4.00	X	\$ 23.56	\$	94.23
Prin. Planning	43.00	X	\$ 52.88	\$	2,274.04
Landscape PM	0.00	X	\$ 32.86	\$	-
Planner 3	20.00	X	\$ 24.04	\$	480.77
Principal Survey	2.00	X	\$ 64.52	\$	129.04
PM Survey	2.00	X	\$ 43.48	\$	86.97
Survey Tech	4.00	X	\$ 28.85	\$	115.38
Chief of Parties	2.00	X	\$ 39.82	\$	79.64
Party Chief	16.00	X	\$ 29.81	\$	476.92
Chalman	16.00	X	\$ 23.00	\$	368.00
Amendment #1 Sub TOTAL DSC					\$ 11,702.01

Overhead (OH Cost -- Including Salary Additives)

(original)	OH Rate X DSC of	<u>219.69%</u>	X	\$ 19,242.59	\$	42,274.03
(Supplement #1)	OH Rate X DSC of	<u>219.69%</u>	X	\$ 11,702.01	\$	25,708.14
Subtotal					\$	67,982.18

Fixed Fee (FF)

(original)	FF Rate x DSC of	<u>30.00%</u>	X	\$ 19,242.59	\$	5,772.78
(Supplement #1)	FF Rate x DSC of	<u>30.00%</u>	X	\$ 11,702.01	\$	3,510.60
Subtotal					\$	9,283.38

Reimbursables		
Printing/reproductions		\$ 1,500.00
Mileage		\$ 307.36
Locate Services for Survey		\$ 2,208.00
		<u>\$ 4,015.36</u>
SubTotal Reimbursables =		\$ 4,015.36
Subconsultants		
	AMEC	\$ 19,391.18
	CRC	\$ 3,371.73
	Landau	\$ 11,100.00
	Transpo	\$ 4,823.67
		<u>\$ 38,686.58</u>
Subconsultant Total (original)		\$ 38,686.58
AMEC Supplement #1		\$ 4,061.68
Subconsultant Landau Supplement #1		\$ 34,800.00
Subconsultant Total (Supplement #1)		<u>\$ 38,861.67</u>
Subconstulant Grand Total		\$ 77,548.25
Original Contract Total		\$ 109,991.33
Supplement 1 Total		<u>\$ 79,782.43</u>
Grand Total		\$ 189,773.76

AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design

9/22/2014

TASK #	Work Task	LAND SURVEYING										Total Task Cost (\$)	Total Task Hours								
		DF	BD	TD	DR	RC	CD	PM Survey	Survey Tech	Chief of Parties	Party Chief			Chainman							
4.1	Research Record Drawing and other record Data												3.00	\$ 446.06	3.00						
4.2	Boundary/ROW Mapping												12.00	\$ 1,854.53	12.00						
4.3	Topographic Survey-field											33	66.00	\$ 5,637.18	66.00						
4.4	Topographic Survey-office											3.5	15.25	\$ 1,930.46	15.25						
4.5	Quality Review											3	3.00	\$ 554.85	3.00						
	Plan Revisions											1.5	1.5	\$ 512.79	3.50						
Total	TASK 4 Survey											33.00	106.25	\$10,937.87	106.25						
	Hourly Rate											\$69.94/hr	\$95.26/hr	\$136.52/hr	\$100.89/hr	\$69.94/hr	\$0.00/hr	\$0.00/hr	\$0.00/hr	\$0.00/hr	\$0.00/hr
	Task Total - Survey											\$ 3,329.22	\$ 477.82	\$ 3,329.22	\$ 2,307.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TASK 4 Survey												\$ 10,937.87								

Supp #	Work Task	CIVIL ENGINEERING										Total Task Cost (\$)	Total Task Hours								
		SC	BF	??	AB	Sheri	Frank	LK	PM Civil	PM Civil	Proj Admin Civil			Tech 2 Civil	Word Proc						
S1.1	Project Review, coord w/ geotech, biologist, project meetings												4	\$ 10,432.19	69.00						
S1.2	Phase I Culvert Evaluation											4	5,385.90	41.00							
S1.3	Phase II Culvert Design and Drafting											8	10,319.89	76.00							
S1.4	Detail Sheets											2	1,286.46	11.00							
S1.5	Quality Review											2	2,416.90	13.00							
S1.6	Plan revisions											8	2,693.96	22.00							
S1.7	Technical specifications											4	1,362.78	9.00							
S1.8	Cost Estimate											2	1,883.95	13.00							
S1.9	Summary of Quantities											4	746.79	5.00							
Total	Supp 1 Supplemental Agreement #1 - Civil and Planning											4.00	239.00	\$36,528.82	239.00						
	Hourly Rate											\$100.87/hr	\$130.29/hr	\$100.87/hr	\$100.03/hr	\$82.38/hr	\$92.52	\$329.52	\$7,952.09	\$114.89/hr	\$84.06/hr
	Task Total - Civil											\$ 403.49	\$ 5,201.64	\$ 5,201.64	\$ 5,201.64	\$ 3,295.52	\$ 7,952.09	\$ -	\$ -	\$ -	
	Task Total - Planning												\$ 26,895.53								
	Task Total - Survey												\$ 9,633.29								
	Supp 1 Supplemental Agreement #1 - Civil and Planning												\$ 36,528.82								

Supp #	Work Task	LAND SURVEYING										Total Task Cost (\$)	Total Task Hours								
		DF	BD	TD	DR	RC	CD	PM Survey	Survey Tech	Chief of Parties	Party Chief			Chainman							
S1.1	Topographic Survey field											4	2,954.61	32.00							
S1.2	Topographic Survey-office											2	986.09	8.00							
S1.3	Quality Review											2	451.23	2.00							
S1.4	Enter task Description											0.00	0.00	0.00							
S1.5	Enter task Description											0.00	0.00	0.00							
S1.6	Enter task Description											0.00	0.00	0.00							
S1.7	Enter task Description											0.00	0.00	0.00							
S1.8	Enter task Description											0.00	0.00	0.00							
S1.9	Enter task Description											0.00	0.00	0.00							
Total	Supp 1 Supplemental Agreement #1 - Land Surveying											16.00	42.00	\$ 4,391.94	42.00						
	Hourly Rate											\$100.87/hr	\$139.24/hr	\$100.87/hr	\$104.23/hr	\$80.43/hr	\$166.75	\$1,286.86	\$114.89/hr	\$84.06/hr	
	Task Total - Civil											\$ 1,667.75	\$ 2,789.49	\$ 5,201.64	\$ 5,201.64	\$ 3,295.52	\$ 7,952.09	\$ -	\$ -	\$ -	
	Task Total - Planning												\$ 451.23								
	Task Total - Survey												\$ 4,391.94								
	Supp 1 Supplemental Agreement #1 - Land Surveying												\$ 4,391.94								

PROJECT SUMMARY

AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design

9/22/2014

CIVIL	PLANNING	SURVEY	TOTAL
TASK 1 Management/Coordination/Administration	9,060.08 \$	3,560.31 \$	12,620.39 \$
TASK 2 Environmental Permitting	80.71 \$	11,871.10 \$	11,951.81 \$
TASK 3 Preliminary Design	31,779.33 \$	-	31,779.33 \$
TASK 4 Survey	-	10,937.87 \$	10,937.87 \$
Original Contract subtotal	40,920.12 \$	15,481.41 \$	56,401.53 \$
Supplement #1	26,895.53 \$	9,533.29 \$	36,428.82 \$
PROJECT TOTAL	67,815.65 \$	25,014.70 \$	92,830.35 \$
Reimbursable Expenses			
Locate Services for Survey			2,208.00 \$
Reproduction			1,500.00 \$
Mileage (34mi round trip AHBL to Pacific x 16 Round trips)			307.36 \$
Total			4,015.36 \$
Subconsultant			
AMEC			19,391.18 \$
CRG			3,371.73 \$
Landeau Associates			11,100.00 \$
Transpo			4,823.67 \$
subconsultant subtotal original contract			38,686.58 \$
Landeau Associates Supplement #1			34,800.00 \$
AMEC Supplement #1			4,061.68 \$
Subconsultant subtotal Supplement #1			38,861.67 \$
Total Subconsultant			77,548.25 \$
Original Contr total			109,991.33 \$
Supplement #1 total			79,782.43 \$
Grand Total			189,773.76 \$

Exhibit G
Subcontracted work
West Valley Highway Improvements
Supplement #1

**AMEC Environmental &
Infrastructure, Inc.**

March 4, 2015
Project No. 4917-17647-A

AHBL, Inc.
2215 North 30th Street
Suite 300
Tacoma, WA 98403



Attention: Mr. Sean Comfort, P.E.

Subject: Proposal for Change Order #1 Additional Services
West Valley Highway, County Line Road to 8th Street E
Pacific, Washington

Dear Sean:

At your request, AMEC Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler), is pleased to submit this proposal to conduct additional geotechnical services for the above-referenced project. The contents of this proposal are based on written and verbal information supplied by you, on our recent site visit, and on our knowledge of subsurface conditions in the site vicinity.

SITE AND PROJECT DESCRIPTION

A portion of West Valley Highway, approximately 0.5 mile in length, from County Line Road to 8th Street SE, located within the City of Pacific and Pierce County, is to be evaluated for improvements. The proposed improvements would include minor realignment and potential widening to three lanes with a sidewalk on one side. Proposed improvements would also include repairs to pavement and drainage and mitigation of potential slope instability and settlement hazards along the alignment.

In addition, the project will likely include improvements to the Jovita Creek culvert crossing. The type and size of the replacement is not known as of this writing, but will likely require a larger span, with a bottomless culvert supported on strip footings.

SCOPE OF WORK

A scope of work for a preliminary geotechnical investigation has already been authorized by AHBL for West Valley Highway – Pierce County, in a Subconsultant Agreement for Professional Services, AHBL File No. 2140392.10/.30/.50, dated December 5, 2014.

AMEC's scope of work for additional services under this Agreement will be as follows:

11810 North Creek Parkway N
Bothell, Washington 98011
(425) 368-1000 Phone
(425) 368-1001 Facsimile
www.amecfw.com

1. Field Exploration.
 - a. Drill two hollow-stem auger borings up to 40 feet deep along the shoulder of West Valley Highway outside of the existing Jovita Creek culvert to investigate subsurface conditions for support of a new culvert. No wells will be installed; groundwater levels will be noted at time of drilling. This work will include the need for traffic control.
2. Engineering Analysis. Preliminary analyses will be conducted in order to evaluate feasibility of support of a new widened culvert on grade, or as a bottomless culvert with strip footings, or if ground improvement or deeper foundations would be required.
3. Report Preparation. Logs of the borings and a discussion of culvert design considerations will be included in the overall geotechnical report being prepared for this project.

Assumptions

It is assumed this additional drilling will be conducted at the same time as the other drilling for the West Valley highway project. It is also assumed that only one report will be prepared for all geotechnical studies on this project. If work requires a separate mobilization of the driller and traffic control, and if a separate report is required, the costs will be greater.

Deliverables

No separate deliverable will be provided for this additional work.

COST AND SCHEDULE

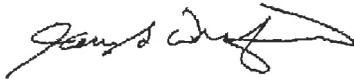
AMEC services will be performed on a time-and-expenses basis as a subconsultant to AHBL, Inc., under a WSDOT Local Agency Guidelines (LAG) agreement. Exhibit G1 presenting our estimated breakdown of labor and costs and Exhibit G2 presenting our current WSDOT-audited overhead rates are attached.

CLOSURE

We appreciate the opportunity to submit this proposal for additional services, and we look forward to serving your geotechnical needs. We understand this proposal will be an attachment to your standard subconsultant agreement. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.



James S. Dransfield, P.E.
Principal

Reviewed by:
Todd D. Wentworth, P.E., L.G.

Attachments
Exhibits G-1, G-2 and current WSDOT audited overhead rate

Exhibit G-1
Subconsultant Fee
West Valley Highway Improvements
Supplement #1

**AMEC Environmental &
Infrastructure, Inc.**

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)
Supplement #1

Project: West Valley Highway - Pierce County Segment
Subconsultant: AMEC Environmental & Infrastructure, Inc.

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor Rate	Cost
Principal (618 to 624)	0	X	69.95	0
Associate (617)	0	X	49.92	0
Senior Project Engineer (616)	0	X	41.62	0
Senior Project Geologist (615)	8	X	41.89	335.12
Project Engineer/Geologist (614)	0	X	38.03	0
Senior Staff Engineer/geologist (613)	0	X	32.1	0
Staff Engineer/Geologist (611 to 612)	0	X	31.37	0
CAD Drafting (516)	0	X	30.29	0
Word Processing (806)	0	X	19.38	0
Clerical (805 to 807)	0	X	23.39	0
				335.12
TOTA DSC				\$ 335.12

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 1.6711 X \$ 335.12 = \$ 560.02

Fixed Fee (FF)

FF Rate x DSC of 30.00% X \$ 335.12 = \$ 100.54

Reimbursable

Field Expenses (mileage, Equipment, etc)	\$ 56.00
Subcontractor Expense (Driller, Traffic, Lab) 0% markup	\$ 3,010.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Reimbursables =	\$ 3,066.00

Subconsultant Total \$ 4,061.68

Grand Total \$ 4,061.68

Exhibit G
Subcontracted work
West Valley Highway Improvements
Supplement #1

Landau, Inc.



March 3, 2015

AHBL
2215 North 30th Street, Suite 300
Tacoma, Washington 98406

Attn: Lisa Klein

**RE: NATURAL RESOURCES SUPPORT SERVICES – CULVERT REPLACEMENT
WEST VALLEY IMPROVEMENTS PROJECT
COUNTY LINE ROAD TO 8TH STREET EAST
PACIFIC, WASHINGTON**

Dear Lisa:

Landau Associates is pleased to present this proposed scope of services and cost estimate for natural resources support services for culvert replacement activities associated with the West Valley Improvement Project, County Line Road to South 8th Street in the City of Pacific (City), Washington. The proposed scope of services presented in this letter is based on discussions with and information provided by AHBL. Presented below is a summary of our project understanding and our proposed scope of services.

PROJECT BACKGROUND

The City plans to repair and upgrade portions of the West Valley Highway from County Line Road to the City limits at 8th Street East. Landau Associates previously provided a scope of services for wetland/waterway delineation and natural resources support services for the project. Since preparation and approval of the previous proposal, the Muckleshoot Tribe has provided comments associated with cultural resources consultation efforts that the Jovita Creek culvert is a fish passage barrier and that “they have been attempting to contact Pacific to see if this culvert can be replaced timely as the downstream culvert on SR 167 is currently being designed to become fish passable per the Culvert Case injunction.” The culvert case injunction is in reference to a federal court injunction, issued in March 2013, requiring the state to significantly increase the effort for removing state-owned culverts that block habitat for salmon and steelhead. The Washington State Department of Transportation (WSDOT) has recently issued a contract for design-build services associated with State Route (SR) 167 located downstream from the proposed project. In addition, Landau Associates understands that a new pedestrian crossing will be provided over Jovita Creek as part of project improvements that may affect Endangered Species Act (ESA) protected species/critical habitat.

As a result, the project will require evaluation of the existing culvert along Jovita Creek to determine if the culvert satisfies fish passage requirements, and preparation of a Biological Assessment (BA) for compliance with the ESA to evaluate impacts to listed species/critical habitats associated with the proposed new pedestrian crossing of Jovita Creek. Based on an assessment in 2006, the Washington Department of Fish & Wildlife (WDFW) has identified the culvert as a “barrier” and a “partial blockage”; but is also noted as containing a fishway, which is assumed to have been installed to facilitate fish passage. If the culvert is determined to be a fish passage barrier, replacement will likely be required. If replacement will be required, design of the culvert will follow the WDFW 2013 *Water Crossing Design Guidelines*.

Landau Associates understands that AHBL is leading the environmental permit process, and that our proposed scope of services may be provided in two phases: (1) support evaluation of the existing culvert and preparation of a BA for compliance with the ESA, and if necessary, (2) culvert design support.

PROPOSED SCOPE OF SERVICES

The following defines Landau Associates’ proposed Phase 1 and Phase 2 tasks for natural resources support associated with the proposed culvert replacement activities.

PHASE 1. CULVERT EVALUATION AND BIOLOGICAL ASSESSMENT

Task 1.1. Culvert Evaluation

Landau Associates will support evaluation of the existing Jovita Creek culvert by requesting assessment information completed by WDFW in 2006, and will also provide an evaluation of current conditions following the WDFW *Passage Barrier and Surface Water Diversion Screening Assessment and Prioritization Manual* (Manual). Assessment following the Manual will include review of existing design information and collection of field survey data. Field survey data will include longitudinal profile of the channel bed and water surface extending 50 feet (ft) downstream of the culvert and one cross-section of the downstream control (i.e., first downstream riffle). A Wolman pebble count will also be completed between the culvert outlet and downstream control.

Results of the evaluation will be summarized in a technical memorandum that will include:

- Description of methodology
- Conclusions regarding condition to provide fish passage
- Appropriate field forms from the Manual
- Site photographs.

Landau Associates will prepare a draft technical memorandum for review and comment by AHBL and the City, and then a final document.

Assumptions:

- Jovita Creek is a wade-able stream.
- Downstream control occurs within 50 ft downstream of the existing culvert.
- Land survey (by a registered land surveyor in Washington State) will be provided in advance of this stream survey; site features and/or common reference points will be utilized for data integration.
- Landau Associates' field survey will be completed using an autolevel and survey rod, the accuracy of which will be sufficient for evaluation, and the field survey does not require registered land surveyor stamp/certification.
- Field work will occur during a dry period.
- Underbrush and vegetation may need to be cleared with hand equipment (machetes, etc.) during the land and field surveys.
- The City or AHBL will provide as-built drawings of the existing culvert.
- Fishway features are accessible for survey, and are not located within the culvert.

Deliverables:

- An electronic (Adobe PDF) copy of the draft Culvert Evaluation Technical Memorandum.
- An electronic (Adobe PDF) copy of the final Culvert Evaluation Technical Memorandum.

Task 1.2. Biological Assessment

Landau Associates will prepare a BA for selected species federally listed as threatened or endangered in the action area under the ESA and Essential Fish Habitat (EFH) Evaluation for the proposed project. Landau Associates will obtain updated species lists from agency websites, request site-specific species and habitat information from the WDFW priority habitats and species database, and review information from the Washington Natural Heritage Program.

Evaluation of specific project details, such as construction techniques and equipment used, timing of construction, and best management practices (BMPs) will be based on information provided by AHBL.

The report will establish the project action area, which incorporates the furthest extent of both aquatic and terrestrial impacts. Appropriate environmental baseline information and species history will be summarized in the BA. A determination of "*may effect, not likely to adversely affect*" (NLAA) is anticipated. The project is not expected to impact EFH.

Landau Associates will prepare a draft BA and EFH for review and comment by AHBL and the City, and then a final document.

Assumptions:

- The BA will be drafted using the current WSDOT template.
- The BA will only address project activities associated with West Valley Highway from County Line Road to the City limits at 8th Street East.
- 30 to 60 percent level of design will be sufficient for preparation of the BA and EFH Evaluation report.
- The project will have a NLAA determination on listed species or their designated critical habitat and a formal Biological Opinion will not be required. The project will have no adverse impact to EFH.
- Design and construction details required for permit applications that are not directly related to a critical areas determination will be provided to the Landau Associates biologist. Such elements include, but are not limited to, stormwater drainage report; temporary sediment and erosion control plan; proposed construction timing, sequencing, and duration; and primary types of construction equipment to be used.
- This task does not include efforts to perform a 6-month update review(s) of species listings or reevaluation of project impacts. Should an update review of species listings and impacts be required, an addendum to this scope and budget can be prepared.
- The budget and scope does not include monitoring of any federally listed or state listed species during construction activities. Should any monitoring of these species be required, an addendum to this scope and budget can be prepared.

Deliverables:

- An electronic (Adobe PDF) copy of the draft BA and EFH Evaluation report.
- An electronic (Adobe PDF) and three paper copies of the final BA and EFH Evaluation report.

Task 1.3. Project Coordination

Throughout Phase 1 activities, Landau Associates will manage the project to efficiently complete the necessary studies and applications, and to communicate project progress with AHBL. Scope elements covered under this task include communications with the AHBL, in-house project administration, scheduling and direction of staff, preparation of progress reports, schedule updates, and invoicing. This task also includes participation in a meeting with AHBL staff and City staff that occurred on February 18, 2015.

PHASE 2. CULVERT DESIGN AND NEPA SUPPORT

Task 2.1. Culvert Design Support

Landau Associates will provide culvert design support, which will be limited to field survey and agency coordination regarding design requirements as presented in the WDFW 2013 *Water Crossing*

Design Guidelines. The extent of survey support will be determined upon selection of the preferred design strategy, and for budgeting purposes, a not to exceed amount is provided with this task. Landau Associates will provide support with agency coordination activities associated with design guidelines. This support is limited to email/telephone correspondence.

Assumptions:

- Jovita Creek is a wade-able stream.
- AHBL will provide land survey of areas surrounding the study reach of Jovita Creek.
- Landau Associates' field survey will be completed using an autolevel and survey rod, the accuracy of which will be sufficient for evaluation, and the field survey does not require registered land surveyor stamp/certification.
- Identification and evaluation of a reference reach will not be required.
- Design and survey of the WSDOT SR 167 culvert replacement will be provided, and will include longitudinal profile, necessary cross sections, and streambed substrate details of Jovita Creek downstream of the West Valley Highway culvert.
- Design of the proposed culvert will be completed by AHBL.
- Field work will occur during a dry period.

Deliverables:

- An electronic (Adobe PDF and AutoCAD) copy of the survey information.

Task 2.2. Project Coordination

Throughout Phase 2 activities, Landau Associates will manage the project to efficiently complete the necessary studies and applications, and to communicate project progress with AHBL. Scope elements covered under this task include communications with the AHBL, in-house project administration, scheduling and direction of staff, and preparation of progress reports, schedule updates, and invoicing.

ESTIMATED COST

We estimate the cost for our proposed scope of services will be \$34,800 in general accordance with the following approximate breakdown:

PHASE	TASK NAME	ESTIMATE
Phase 1. Culvert Evaluation	Task 1.1. Culvert Evaluation	\$10,000
	Task 1.2. Biological Assessment	\$9,500
	Task 1.3. Project Coordination	\$2,300
	Phase 1 Subtotal	\$21,800
Phase 2. Culvert Design and NEPA Support	Task 2.1 Culvert Design Support	\$10,500
	Task 2.2 Project Coordination	\$2,500
	Phase 2 Subtotal	\$13,000
ESTIMATED TOTAL (PHASE 1 and PHASE 2)		\$34,800

We propose to provide the above-described services on a cost plus-fixed fee basis according to the budget set forth above and shown in the attached tables. The budget estimate is based on an assumed level of effort for each of the scope items. It is possible that the level of effort actually required to complete a specific scope item will differ from that currently being assumed, and it may be appropriate to reallocate authorized budget amounts between the tasks or request additional budget as required to meet the needs of the project. In the event that project requirements change or unexpected conditions are disclosed that appear to require further field effort, study, or analysis, we will contact you and seek your approval for modification to the scope of services and budget, as appropriate.

Exhibit G-1
Subconsultant Fee
West Valley Highway Improvements
Supplement #1

Landau, Inc.

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)

Supplement #1 - Summary

Project: West Valley Highway - Pierce County Segment

Subconsultant: Landau Associates

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor		Cost
				Rate	
Sr. Associate	2	X	\$	58.94	\$ 117.88
Associate	72	X	\$	44.52	\$ 3,205.44
senuir	28	X	\$	43.17	\$ 1,208.76
Project	30	X	\$	31.11	\$ 933.30
Senior Staff	128	X	\$	29.33	\$ 3,754.24
Senior Tech	16	X	\$	26.97	\$ 431.52
Project Coordinator	14	X	\$	31.92	\$ 446.88
Support Staff	1	X	\$	22.75	\$ 22.75
TOTA DSC					\$ 10,120.77

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 207.63% X \$ 10,120.77 = \$ 21,013.75

Fixed Fee (FF)

FF Rate x DSC of 30.0% X \$ 10,120.77 = \$ 3,036.23

Reimbursable

	\$ -
data acquisition	\$ 60.00
Field Equipement	\$ 100.00
Mileage 200 miles at 0.565	\$ 230.00
Reproductions/copies	\$ 239.24

Total Reimbursables = \$ 629.24

Subconsultant Total **\$ 34,800.00**

Grand Total **\$ 34,800.00**

**Table 1.1
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Culvert Evaluation

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate	2	X	\$58.94		\$117.88
Associate	12	X	\$44.52		\$534.24
Senior	12	X	\$43.17		\$518.04
Senior Project		X	\$40.24		\$0.00
Project	14	X	\$31.11		\$435.54
Senior Staff	40	X	\$29.33		\$1,173.20
Staff/Senior Technician II		X	\$26.97		\$0.00
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator	4	X	\$31.92		\$127.68
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff		X	\$22.75		\$0.00
				Total Direct Salary =	\$2,906.58

Overhead Cost @ 207.63% of Direct Labor Cost (c) = \$6,034.93

Fixed Fee @ 30% of Direct labor Cost = \$871.97

Total Direct Labor = \$9,813.49

Reimbursables:

Travel Expenses (est. 200 miles @ \$0.575/mile)	\$115.00
Field Equipment	\$50.00
Reproduction	\$21.51

Subconsultant Total = \$10,000.00

Prepared By: SJQ

Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

**Table 1.2
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Biological Assessment

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate		X	\$58.94		\$0.00
Associate	20	X	\$44.52		\$890.40
Senior		X	\$43.17		\$0.00
Senior Project		X	\$40.24		\$0.00
Project		X	\$31.11		\$0.00
Senior Staff	58	X	\$29.33		\$1,701.14
Staff/Senior Technician II		X	\$26.97		\$0.00
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator	6	X	\$31.92		\$191.52
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff		X	\$22.75		\$0.00
				Total Direct Salary =	\$2,783.06

Overhead Cost @ 207.63% of Direct Labor Cost (c) = \$5,778.47

Fixed Fee @ 30% of Direct labor Cost = \$834.92

Total Direct Labor = \$9,396.45

Reimbursables:

Travel Expenses (est. ## miles @ \$0.575/mile)	\$0.00
Data Acquisition	\$60.00
Reproduction	\$43.55

Subconsultant Total = \$9,500.00

Prepared By: SJQ

Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

**Table 1.3
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Project Coordination

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate		X	\$58.94		\$0.00
Associate	12	X	\$44.52		\$534.24
Senior		X	\$43.17		\$0.00
Senior Project		X	\$40.24		\$0.00
Project		X	\$31.11		\$0.00
Senior Staff	2	X	\$29.33		\$58.66
Staff/Senior Technician II		X	\$26.97		\$0.00
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator	2	X	\$31.92		\$63.84
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff	1	X	\$22.75		\$22.75
Total Direct Salary =					\$679.49

Overhead Cost @ 207.63% of Direct Labor Cost (c)	=	\$1,410.83
Fixed Fee @ 30% of Direct labor Cost	=	\$203.85
Total Direct Labor	=	\$2,294.16

Reimbursables:

Travel Expenses (est. 200 miles @ \$0.575/mile)	\$0.00
Field Equipment	\$0.00
Reproduction	\$5.84

Subconsultant Total = **\$2,300.00**

Prepared By: SJQ Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

**Table 2.1
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Culvert Design Support

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate		X	\$58.94		\$0.00
Associate	16	X	\$44.52		\$712.32
Senior	16	X	\$43.17		\$690.72
Senior Project		X	\$40.24		\$0.00
Project	16	X	\$31.11		\$497.76
Senior Staff	24	X	\$29.33		\$703.92
Staff/Senior Technician II	16	X	\$26.97		\$431.52
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator		X	\$31.92		\$0.00
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff		X	\$22.75		\$0.00
				Total Direct Salary =	\$3,036.24

Overhead Cost @ 207.63% of Direct Labor Cost (c)	=	\$6,304.15
Fixed Fee @ 30% of Direct labor Cost	=	\$910.87
Total Direct Labor	=	\$10,251.26

Reimbursables:

Travel Expenses (est. 200 miles @ \$0.575/mile)	\$115.00
Field Equipment	\$50.00
Reproduction	\$83.74

Subconsultant Total = \$10,500.00

Prepared By: SJQ Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

**Table 2.2
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Project Coordination

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate		X	\$58.94		\$0.00
Associate	12	X	\$44.52		\$534.24
Senior		X	\$43.17		\$0.00
Senior Project		X	\$40.24		\$0.00
Project		X	\$31.11		\$0.00
Senior Staff	4	X	\$29.33		\$117.32
Staff/Senior Technician II		X	\$26.97		\$0.00
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator	2	X	\$31.92		\$63.84
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff		X	\$22.75		\$0.00
Total Direct Salary =					\$715.40

Overhead Cost @ 207.63% of Direct Labor Cost (c)	=	\$1,485.39
Fixed Fee @ 30% of Direct labor Cost	=	\$214.62
Total Direct Labor	=	\$2,415.41

Reimbursables:

Travel Expenses (est. ## miles @ \$0.575/mile)	\$0.00
Data Acquisition	\$0.00
Reproduction	\$84.59

Subconsultant Total = \$2,500.00

Prepared By: SJQ Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

Exhibit G-3

Subconsultant Overhead Cost

West Valley Highway

Improvements

Supplement #1

(Updated rate based on Jan 14, 2015 WSDOT letter)

Landau, Inc.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 14, 2015

Landau Associates, Inc.
130 - 2nd Avenue South
Edmonds, WA 98020

Subject: Acceptance FYE 2014 ICR – CPA Report

Dear: Mr. Dennis Hobbs

We have accepted the Indirect Cost Rate (ICR) of 207.63% for FYE 2014, based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by T. Wayne Owens & Associates, PC. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for WSDOT and Local Agency contracts only.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kal



January 14, 2015

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager *MR*

SUBJECT: Landau Associates, Inc. Indirect Cost Rate for
fiscal year end June 30, 2014

We accept the audit work performed by T. Wayne Owens & Associates, PC related to the Landau Associates Indirect Cost Rate for the above referenced fiscal year. T. Wayne Owens & Associates audited the Landau Associates indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the Landau Associates Indirect Cost Rate for fiscal year ending June 30, 2014 at 207.63% of direct labor (rate includes 0.48% Facilities Capital Cost of Money).

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

Attachment

cc: Steve McKerney
File

Certification of Final Indirect Costs

Firm Name: Landau Associates

Indirect Cost Rate Proposal: 207.63%

Date of Proposal Preparation (mm/dd/yyyy): 11/06/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 07/01/2013 to 06/30/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:  _____

Name of Certifying Official* (Print): Dennis R Hobbs

Title: Finance Director

Date of Certification (mm/dd/yyyy): 01/07/2015

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

LANDAU ASSOCIATES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED JUNE 30, 2014

- (1) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (2) 31.201-6 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (3) 31.205-14 - Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (4) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (5) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (6) 31.205-22 (a) (1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (7) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (8) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (9) 31.205-46 (a) 2 Travel costs -- Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (10) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (11) 31.205-44(d) Training and education costs - Grants to educational or training institutions, including the donation of facilities or other properties, scholarships, and fellowships are considered contributions and are unallowable.
- (12) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable.
- (13) 31.201-3 (b) (1) Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.

LANDAU ASSOCIATES, INC.
NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2014

NOTE F - DESCRIPTION OF DEPRECIATION/LEASING POLICIES

Certain assets are purchased and depreciated while others are leased and considered operating leases. The annual lease costs are included in the overhead pool. The depreciation reflected on the Company's financial statements differs from the acceptable depreciation for Federal income tax purposes. The amounts included in the overhead pool are stated in a manner consistent with the Company's depreciation policies and do not exceed the amounts reflected in the financial statements; the amounts included in the Statement are allowable under FAR 31.205-11(c).

NOTE G – FACILITIES CAPITAL COST OF MONEY

The cost-of-money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the prompt payment act rate for the applicable period. Equipment and facilities include office equipment, office furniture, field equipment, computer, library, lab equipment, tenant improvements, and vehicles. The calculation was made as follows:

Net book value of assets - prior year	\$ 816,782
Net book value of assets - current year	<u>924,539</u>
Average net book value	\$ 870,661
Multiplied by: average treasury rate	<u>1.94%</u>
Equals: facilities capital cost of money	<u>\$ 16,869</u>
Divided by: direct labor base	<u>\$ 3,497,810</u>
Equals: Facilities Capital cost of money rate	<u>0.48%</u>

NOTE H – SUBSEQUENT EVENTS

The Company has evaluated events and transactions for potential recognition or disclosure in the Statement of Direct Labor, Fringe Benefits, and General Overhead through November 6, 2014, the date the statement was available to be issued. No subsequent events requiring recognition or disclosure have been identified.

NOTE I - LIST OF DIRECT COSTS ACCOUNTS

The Company charges the following types of costs directly to projects:

- Sub-Consultants
- Mileage
- Job Supplies & Services
- Vehicle Costs
- Travel
- Lodging
- Meals
- Per Diem
- Postage & Delivery

As noted above, direct costs are coded to the corresponding project number so they may be segregated and accumulated in the Company's job order cost accounting system. The Company identifies a cost as a direct cost if it can be specifically identified with a particular final cost objective, i.e., a project related cost. It is irrelevant whether or not the costs are actually billed. Direct costs



Agenda Bill No. 15-037

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: March 16, 2015
SUBJECT: Resolution No. 2015-240; Purchase of Two New Pickup Trucks and Utility Service Bodies off of the Washington State Vehicle Contract

ATTACHMENTS:

- Resolution 2015-240
- Quote for Two New 2015 Pickup Trucks
- Quote for Two Utility Service Bodies
- Internet Sales Sheets 2008 and 2012 Pickup Trucks

Previous Council Review Date: N/A

Summary: During the 2015 budget process \$80,000 was appropriated to replace two (2) public works pickup trucks. The vehicles to be replaced and surplus to City needs are a 2000 Ford Ranger pickup (172,000 miles) and a 1990 Chevrolet pickup (104,539 miles).

The planned vehicle acquisition is to purchase two full size pickup trucks configured with a special utility service body. This configuration allows the vehicles to carry tools and supplies securely into the field and when not in use. The following two tables compare the value of acquiring a single new vehicle against the cost of acquiring a single used vehicle.

New Vehicle

Sales Agreement	Location	Year/Make/Model	Base Price	Sales Tax	Delivery Charge	Cost
WA State Contract	Longview, WA– N1	2015 Chevrolet Silverado ¾ ton PU – N2	\$24,364.00	2,022.21	Included	\$26,386.21
WA State Contract – N3	Tacoma, WA – N4	Utility Service Body	8,636.00	811.78	Included	9,447.78
Total:						\$35,833.99

Notes:

N1 – Bud Clary Chevrolet is located in Longview, WA where the sales tax rate is 8.3%.

N2 – Includes 36,000 or 36 month bumper-to-bumper warranty.

N3 – Utility service body is purchased and installed through a separate WA State contract.

N4 – PMI Truck Bodies, Inc. is located in Tacoma, WA where the sales tax rate is 9.4%.

The expected delivery of a new vehicle purchased off the Washington State vehicle contract is up to 120 days from the factory (*per Washington State Department of Enterprise Services*) and another 30 to 60 days after delivery of the vehicle to the utility service body installer. Thus, up to 180 days is expended before the purchased vehicle is configured to desired specifications and delivered to the City for placement in service.

Used Vehicle – N1

Sales Agreement	Location	Year/Make/Model	Base Price	Sales Tax	Delivery Charge– N2	Cost
Cashier's Check or Wire Transfer	La Puente, CA – N3	2008 Chevrolet ¾ Ton PU – N4	\$24,995.00	\$2,249.55	\$1,700.00	\$28,944.55
Purchase Order, Cashier's Check or Wire Transfer	Norco, CA – N5	2012 Chevrolet ¾ Ton PU – N6	29,995.00	2,399.60	1,700.00	\$34,094.60
Cashier's Check or Wire Transfer	Springfield, MO – N7	2012 Chevrolet ¾ Ton PU – N8	24,995.00	1,899.62	3,000.00	\$29,894.62

Notes:

N1 – Vehicles are available to purchase on February, 25, 2015, and should be used as illustrative examples of the cost of purchasing a used vehicle with the desired utility service body configuration, as these vehicles may no longer be available when this information is presented to Council for discussion.

N2 – Delivery charge set by on-line transport calculator and rounded to nearest \$100.00.

N3 – Atlantis Auto Sales, Inc. is located in La Puente, CA where the sales tax rate is 9.0%.

N4 – Vehicle has 53,679 miles and comes with a 30 day warranty on the engine and transmission.

N5 – Norco Truck Center is located in Norco, CA where the sales tax rate is 8.0%.

N6 – Vehicle has 53,416 miles and comes with 30 day warranty on engine and transmission.

N7 – WheelerAuto.com is located in Springfield, MO where the sales tax is 7.6%.

N8 – Vehicle has 58,219 miles and comes with a 30 day warranty on the engine and transmission.

The expected delivery of a used vehicle to the City of Pacific is up to 30 days from the date of the seller and shipper receiving payment. It is expected to take another 14 days to place the vehicle in service once received.

The Public Works Committee meeting discussed, at the March 4, 2015 meeting, the pros and cons of acquiring new or used vehicles. The Committee recommended unanimously that the City acquire two new replacement pickup trucks and utility service bodied vehicles for Public Works instead of acquiring used vehicles.

The attached resolution grants the Mayor authority to purchase two new replacement vehicles for Public Works through the State contract and the authority to delegate the purchasing transaction to the Public Works Manager.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-240.

Motion for Consideration: Move to approve Resolution No. 2015-240, to authorize the Mayor to purchase two new pickup trucks and utility service bodies off of the Washington State contract in an amount not-to-exceed \$40,000 per vehicle and to delegate the purchasing authority to the Public Works Manager to facilitate the transaction.

Budget Impact: The cost to acquire two new pickup trucks and utility service bodies will not exceed budget authority of \$80,000.

- Alternatives:**
- 1) Not approve the purchase of new vehicles and utility service bodies through State contract.
 - 2) Do not utilize State contract to acquire new vehicles and service bodies and solicit bids from local dealers.
 - 3) Purchase used vehicles and utility service bodies Off the Lot.

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2015-240

**A RESOLUTION OF CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE PURCHASE TWO NEW VEHICLES
AND UTILITY SERVICE BODIES OFF OF THE
WASHINGTON STATE VEHICLE AND UTILITY SERVICE
BODY CONTRACTS; AND AUTHORIZING THE MAYOR
TO PROCURE SAID VEHICLES**

WHEREAS, the 2015 Budget appropriated funding to replace two (2) public works pickup trucks; and

WHEREAS, the two replacement public works vehicles are to be configured with utility service bodies in order to securely carry tools and supplies; and

WHEREAS, a new vehicle so configured is estimated to cost up to \$40,000 per vehicle; and

WHEREAS, new vehicle procurement requiring special upfitting can take up to 180 days to complete before the acquired vehicle is placed in service; and

WHEREAS, adopted City Purchasing Policy Section 1.5.3 requires that purchases above \$25,000 require City Council approval; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to purchase two new pickup trucks and utility service bodies in an amount not-to-exceed \$40,000 per vehicle.

Section 2. The Mayor is hereby authorized to delegate the acquisition of the two new vehicles to the Public Works Manager in order to facilitate the purchasing transaction.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon.

APPROVED BY THE CITY COUNCIL ON March 23, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CAROL MORRIS, CITY ATTORNEY

**Filed with the City Clerk:
Passed by the City Council:
Date Posted:**

PMI Truck Bodies, Inc. (WA)
 2219 112th Street E.
 Tacoma, WA 98445-3731
 253-539-3339 / 253-539-3335 fax

QUOTE

DATE	WORK ORDER #
3/11/2015	7645

NAME / ADDRESS
City of Pacific 100 34th Avenue SE Pacific, WA 98047

Ship To

PO NUMBER	TERMS	REP
Lance N.	2% Net 30	JEM

DESCRIPTION	QTY	COST	Total
Washington State Contract #06107 Chassis Info: 2015 Chev 2500, 56" cab to axle, Regular cab, SRW, Gas Contract Items: Item 100 SB-98-79-49-38-VO (56 CA) SCELZI SIGNATURE SERIES SERVICE BODY PAINTED WHITE FOR SINGLE REAR WHEEL DRIVE: - 98" LONG X 79" WIDE X 49" CARGO AREA X 38" HIGH - VERTICAL COMPARTMENT CONFIGURATION WITH OPEN TOPS AND DIAMOND PLATE OVERLAY - THREE POINT LATCHING SYSTEM ON COMPARTMENT DOORS - GAS SHOCKS ON OPEN TOP COMPARTMENTS AND VERTICAL DOORS - SELF LEVELING DOUBLE PANEL TAILGATE - 6" STEP BUMPER POWDER COATED GRAY WITH INTEGRATED SEALED BEAM LIGHTING - SIX-POINT MOUNTING - THREE YEAR BULKHEAD TO BUMPER WARRANTY - INSTALLED ADDITIONAL FEATURES: - CONTRACT 10" STEP BUMPER IN LIEU OF 6" - CLASS IV RECEIVER (10000# MAX CAPACITY, 1000# MAX TONGUE WEIGHT) WITH 2" PINTLE COMBO HITCH - LED REAR TAIL LIGHT PACKAGE - 7-PIN FLAT TRAILER PLUG Item 145 WHELEN 2022 HPA AMBER BEACON (1EA) (PN: 2022HPA) - INSTALLED ON CAB GUARD, BOTH SIDES - WIRED TO UPFITTER SWITCH (SWITCH NOT INCLUDED) - MOUNTING PLATE NOT INCLUDED	2	7,836.00	15,672.00T
	4	162.50	650.00T

DISCLAIMERS:
 - SIGNED QUOTE NOT VALID WITHOUT CHASSIS BUILD SHEET (ASK SALES FOR REQUIREMENTS)
 - LEAD TIMES ARE APPROXIMATE AND SUBJECT TO PRODUCT AVAILABILITY
 - REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO ADDITIONAL CHARGES
 - PRICES SUBJECT TO CHANGE W/O NOTICE.
 - NO RETURNS OR CANCELLATIONS ON CUSTOM ORDERS, NON CUSTOM ORDERS SUBJECT TO 35% RESTOCKING FEE
 - CREDIT CARDS NOT ACCEPTED

Subtotal
Sales Tax (9.4%)
Total

Signature: _____

Date: _____

PMI Truck Bodies, Inc. (WA)
 2219 112th Street E.
 Tacoma, WA 98445-3731
 253-539-3339 / 253-539-3335 fax

QUOTE

DATE	WORK ORDER #
3/11/2015	7645

NAME / ADDRESS
City of Pacific 100 34th Avenue SE Pacific, WA 98047

Ship To

PO NUMBER	TERMS	REP
Lance N.	2% Net 30	JEM

DESCRIPTION	QTY	COST	Total
Item 196 DEDUCTION FOR SINGLE REAR WHEEL DRIVE	2	-440.00	-880.00T
Non-Contract Items: ALUMINUM CAB GUARD FOR OPEN TOP COMPARTMENTS - EXTRUDED TUBE FRAME WITH METAL INSERT AND (1) BEACON MOUNT EACH SIDE - INSTALLED	2	915.00	1,830.00T

DISCLAIMERS:
 - SIGNED QUOTE NOT VALID WITHOUT CHASSIS BUILD SHEET (ASK SALES FOR REQUIREMENTS)
 - LEAD TIMES ARE APPROXIMATE AND SUBJECT TO PRODUCT AVAILABILITY
 - REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO ADDITIONAL CHARGES
 - PRICES SUBJECT TO CHANGE W/O NOTICE.
 - NO RETURNS OR CANCELLATIONS ON CUSTOM ORDERS, NON CUSTOM ORDERS SUBJECT TO 35% RESTOCKING FEE
 - CREDIT CARDS NOT ACCEPTED

Subtotal	\$17,272.00
Sales Tax (9.4%)	\$1,623.57
Total	\$18,895.57

Signature: _____
 Date: _____

Lance Newkirk

From: NOREPLY@des.wa.gov
Sent: Wednesday, March 11, 2015 4:01 PM
To: Lance Newkirk
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2015-3-192 - PACIFIC, CITY OF - 21723

Vehicle Quote Number: 2015-3-192 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 03813	Dealer Contact: Becky Davis
Dealer: Bud Clary Chevrolet (W262)	Dealer Phone: (360) 423-1700

Organization Information

Organization: PACIFIC, CITY OF - 21723
Email: lnewkirk@ci.pacific.wa.us

Color Options

Summit White - 2
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2315-825-001	2015 Chevrolet Silverado 3/4 Ton Pickup (2WD), Regular Cab	2	\$24,259.00	\$48,518.00
2315-825-008	Alternative Seating, 40/20/40 Split bench with lockable storage and power driver's seat. (AZ3)	2	\$375.00	\$750.00
2315-825-012	Cab and Chassis, Pickup Box Delete (No Trailer Hitch Receiver)(Factory Only- Incomplete Vehicle Tag) (Deduct) TRAILERING PKG (ZW9)	2	(\$600.00)	(\$1,200.00)
2315-825-024	Mirrors, Alternative (Telescoping Trailer Tow) POWER CAMPER STYLE (6P3)	2	\$215.00	\$430.00
2315-825-045	UpFitter Switches, 4 SWITCHES DASH MOUNTED (9L7) (CAN NOT BE ORDERED UNTILL AFTER FEBRUARY)	2	\$115.00	\$230.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$48,728.00
8.3 % Sales Tax:	\$4,044.42
Quote Total:	\$52,772.42

1155 N. Hacienda Blvd. La Puente CA 91744

Atlantis Auto Sales Inc.

Phone: 626-917-2008

Email: sales@atlantiscargovans.com

08 CHEVROLET 2500 HD UTILITY

Internet Price: \$24,995

Stock Number: 7333
Vin: 1GBHC24K08E116772
Bodystyle: **UTILITY**
Transmission: Automatic
Engine: 6.0L V8
Fuel: Gas
Mileage: 53,679



Technical Specifications

Features Guide

Atlantis Auto Sales Inc.
1155 N. Hacienda Blvd.
La Puente CA 91744

Phone: 626-917-2008
Email: sales@atlantiscargovans.com

* While every reasonable effort is made to ensure the accuracy of these data, we are not responsible for any errors or omissions contained on these pages. Please verify any information in question with a dealership sales representative.

2012 CHEVROLET C2500 UTILITY TRUCK - SERVICE TRUCK in NORCO, CALIFORNIA

[DETAILS](#)
[FINANCING](#)
[SHIPPING](#)
[SHARE THIS](#)
[CONTACT SELLER](#)



[More](#)

Price: \$29,995 [Specification](#)

Year: 2012
 Make: CHEVROLET
 Model: C2500
 Class: CLASS 2 (GV
 Category: Utility Truck - Service Truck
 Mileage: 53416
 New/Used: U

[More](#)

[Get a CARFAX Record Check](#)

Seller Information

Norco Truck Center

(888) 617-0250

Reference Stock #: 2474A

2075 Hammer Ave
NORCO, CA
92860 [\(Map\)](#)



[See All Inventory](#) | [Visit Dealer Web Site](#)

www.NorcoTruckCenter.com Over 400 Commercial Trucks & Vans in Stock!!! Call us at 888-617-0250
Contact Seller *required

Hello, I'm interested in your 2012

CHEVROLET C2500 Stock #:2474A.

Please contact me

at your earliest convenience , you can

reach me at or at

Comments

I have a trade in

Would you like to get our newsletter and special offers via email?

6 8 4 8

Send

[Send us Feedback!](#)

Find Similar Trucks [new search](#)



2015 CHEVROLET SILVERADO 2500HD
Utility Truck - Service Truck
\$39,775
Lake Elsinore, CA



2015 CHEVROLET SILVERADO 2500HD
Utility Truck - Service Truck
\$32,990
Gainesville, GA



2015 CHEVROLET SILVERADO 2500HD
Utility Truck - Service Truck
\$39,775
Lake Elsinore, CA



2008 Chevrolet Silverado 2500HD
Utility Truck - Service Truck
\$22,900
Frankfort, KY



2006 CHEVROLET SILVERADO 2500HD
Utility Truck - Service Truck
\$16,700
Orlando, FL



2005 FORD F350
Utility Truck - Service Truck
\$8,900
Hialeah, FL



2009 GMC Sierra 2500HD
Utility Truck - Service Truck
\$19,900
Frankfort, KY



2010 Ford F-250 SD
Utility Truck - Service Truck
\$19,900
Frankfort, KY



2007 Chevrolet SILVERADO 2500HD
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Description

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2012 CHEVROLET C2500 PICKUP TRUCK in SPRINGFIELD, MISSOURI

DETAILS

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Price: \$24,995 Specification

Year: 2012
 Make: CHEVROLET
 Model: C2500
 Class: CLASS 2 (GV
 Category: Pickup Truck
 Engine Make: Chevrolet
 Engine Size: 6.0 Liters cc
 Mileage: 58219
 New/Used: U
 Color: white
 Engine Model: 6.0
 Fuel Type: Gasoline
 Transmission Speed: Auto-5Spd
 Axles: 4x2
 Rear Axles: 21,000 lbs or Less
 Suspension: Spring
 Price: \$24,995

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Description

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 New Waterford, OH



2014 Ram 2500
 Pickup Truck
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 Pickup Truck
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 Pickup Truck
\$29,990
 Franklinton, NC



2015 Ford Super Duty F-250
 Pickup Truck
\$56,425
 Canton, NC



2015 Chevrolet Silverado 2500HD
 Pickup Truck
\$45,755
 Shreveport, LA



2007 Chevrolet Express
 Pickup Truck
\$7,995
 Abington, MA



Agenda Bill No. 15-038

TO: Mayor Guier and City Council Members

FROM: Jack Dodge, Community Development Manager

MEETING DATE: March 16, 2015

SUBJECT: Legal Nonconforming Uses – Proposed Revisions

ATTACHMENTS: 1. Draft Ord. 2015-1895
2. PMC Chapter 16.12

Previous Council Review Date/s: None
PC Review Dates: 1/27/15, 2/24/15 (Public Hearing)
Governance Committee: 12/9/14

Previous Planning Commission Review Date: 1/27/15

Summary: The current “Legal Nonconforming Use” provisions are located under Chapter 16.12 of the Pacific Municipal Code (PMC). The nonconforming use regulations were last updated in 2005 and need to be updated to provide clarity and meet current legal requirements. Revisions to the regulations are summarized below:

- The current regulations are found under Title 16 of the PMC. Title 16 relates to permit processing procedures. The legal nonconforming use provisions regulate the use of property. Title 20 - Zoning regulates the use of property. The legal nonconforming use regulations will be located under Title 20 of the PMC.
- The revised code provides a process to obtain a nonconforming use determination from the City (20.12.060 through 20.12.120). This determination is not mandatory.
- Provides a definition for a “legal nonconforming use” of property and for a “legal nonconforming structure”. Current code provisions do not provide definitions.
- Establishes clear criteria to determine when a “legal conforming use” has been discontinued or abandoned.

The proposed regulations have been reviewed by both the Governance Committee and the Planning Commission. Both the Governance Committee and Planning Commission recommend approval of the proposed revisions.

Recommended Action:

1. Open preliminary discussion regarding the proposed changes.
2. Move to the March 23, 2015 Council Meeting for adoption.

Recommended Motion:

1. I move that the Council place the proposed revisions to the legal non-conforming use regulations, provided under Ordinance 2015-1895, on the Council agenda for March 23, 2015 for additional discussion and adoption.

DRAFT 3/16/15

**CITY OF PACIFIC
WASHINGTON**

ORDINANCE NO. 2015-1895

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO LAND USE AND ZONING, CLARIFYING THE DEFINITIONS OF NONCONFORMING USES AND STRUCTURES; ADDING A PROCEDURE FOR THE ESTABLISHMENT OF A NONCONFORMING USE FOR THE RECORD; IDENTIFYING RESTRICTIONS ON NONCONFORMING USES AND STRUCTURES; ESTABLISHING THE CRITERIA FOR A PERMIT TO RECORD A NONCONFORMING USE OR STRUCTURE, DESCRIBING THE PERMIT APPLICATION PROCEDURE, REPEALING CHAPTER 16.12 OF THE PACIFIC MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 20.12 OF THE PACIFIC MUNICIPAL CODE.

WHEREAS, the City desire to revise and clarify its regulations relating to nonconforming uses and structures; and

WHEREAS, on December 26, 2014, the City's SEPA Responsible Official issued a threshold decision of nonsignificance which was not appealed; and

WHEREAS, on December 12, 2014, a copy of this ordinance was sent to the Washington State Department of Commerce, pursuant to RCW 36.70A.106; and

WHEREAS on February 24, 2014, the Planning Commission held a public hearing on this Ordinance and made a recommendation to the City Council; and

WHEREAS, on _____, 2014, the City Council considered the Planning Commission's recommendation and this ordinance at a (regular meeting? Workshop?);

WHEREAS, on _____, 2014, the City Council _____(describe action) Now, Therefore,

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Chapter 16.12 of the Pacific Municipal Code is hereby repealed.

Section 2. A new chapter 20.12 is hereby added to the Pacific Municipal Code, which shall read as follows:

**Chapter 20.12
NONCONFORMING USES AND STRUCTURES**

Sections:

- 20.12.010 Non-Conforming Uses and Structures – Purpose.**
- 20.12.020 Definitions.**
- 20.12.030 Establishing a Legal Non-Conforming Use or Structure for the Record.**
- 20.12.040 Restrictions on Legal Non-Conforming Uses.**
- 20.12.050 Restrictions on Legal Nonconforming Structures.**
- 20.12.060 Permit Required.**
- 20.12.070 Administration of Nonconforming Permits.**
- 20.12.080 Requirements for Complete Application.**
- 20.12.090 Criteria for Approval – Establish Nonconforming Use or Structure for the Record.**
- 20.12.100 Final Decision.**
- 20.12.110 Appeals.**

20.12.010 Non-Conforming Uses and Structures – Purpose.

This Chapter provides standards and procedures for identifying non-conforming situations, establishing restrictions on the alteration or expansion of a non-conforming situation, specifying when a nonconforming situation must be brought into compliance with the Code. This Chapter also establishes a process for a property owner to obtain a determination that a use or structure is legally nonconforming so that the property owner may use such determination for purposes of property sale/transfer, or to defend in a code enforcement action.

20,12.020 Definitions.

A. Legal Nonconforming Use -- Definition. A legal nonconforming use is a use which was lawful under the City Municipal Code or the King and Pierce County Codes when established, and which has lawfully existed and been maintained thereafter, although it does not comply with the current City Zoning and Building Codes. The use of property must actually be established on the effective date of the Code to qualify as a

nonconforming use thereafter. To establish a valid nonconforming use, the use must have been more than intermittent or occasional prior to the change in the Code.

B. Legal Nonconforming Structure -- Definition. A legal nonconforming structure is a structure which was lawful under the City Municipal Code or the King and Pierce County Codes when established, which lawfully existed and has been maintained thereafter, although the structure could not be built under the current City Zoning and Building Codes by reason of restrictions on lot area, lot coverage, height, yard, equipment, access, parking, landscaping, its location on the lot or any other development standards in the current Codes.

20.12.030 Establishing a Legal Nonconforming Use or Structure for the Record.

A. Permit Required. A landowner may establish that he/she has a valid nonconforming use or structure for the record by obtaining the permit described in Section 20.12.060 through 20.12.120.

B. Abandonment or Discontinuance. In order to establish a legal nonconforming use or structure, the use or structure must not have been abandoned or discontinued, under the criteria in Section 20.12.040(C).

C. Destruction. Should a nonconforming use, structure or nonconforming portion of a structure be destroyed by any means to an extent more than fifty (50) percent of its replacement cost at the time of its destruction, as determined by the City Building Official, it shall be reconstructed only in conformity with this Code, and only under the following conditions: (1) a complete application for a building permit is filed with the City within twelve months after the damage occurred, and the permit issues, with not more than one 180-day extension; (2) the cause of the damage or destruction was not the act of the owner or the owner's agent; (3) the cause of the damage or destruction was not due to the ongoing neglect of the owner or the owner's agent.

D. Enforcement. If a landowner is not able to establish a legally nonconforming use or structure, or, if the City proves that a legal nonconforming use or structure was abandoned or discontinued, then the use or structure may be subject to an enforcement action. In this enforcement action, the landowner will either be required to terminate the use, demolish the structure or conform the structure to the requirements of this Code.

E. Applicability of New Regulations to Legal Nonconforming Uses and Structures. Legal nonconforming uses and structures have only a vested right not to have the use, structure or development immediately terminated when a new Code provision is adopted prohibiting the use or structure. The use or structure may still be subject to newly adopted reasonable police power regulations.

A legal use of land does not become nonconforming because the zone in which it is located is changed to a zoning district which requires a conditional use permit for the

use. However, any alteration, expansion or intensification of a conditional use must follow the process in chapter 20.20 PMC for approval of a conditional use permit.

20.12.040 Restrictions on Legal Nonconforming Uses.

A. Enlargement, increase, intensification and extension prohibited. A legal nonconforming use may not be enlarged, increased, intensified or extended to occupy a greater area of land or space than was occupied at the effective date of adoption or amendment of this Code. No additional structure, building or sign shall be constructed on the lot in connection with such nonconforming use of land.

B. Use cannot be moved to new location. No legal nonconforming use shall be moved in whole or in part to any portion of the building or lot other than that occupied by such use at the effective date of adoption or amendment of this Code.

C. No discontinuation or abandonment. The legal nonconforming use of land cannot be discontinued or abandoned for any reason for a period of more than one hundred-eighty (180) days or more. For purposes of calculating the 180-day period, a use is discontinued or abandoned upon the occurrence of the first of any of the following events:

1. On the date when the use of land is physically vacated;
2. On the date the use ceases to be actively involved in the sale of merchandise or the provision of services;
3. On the date of termination of any lease or contract under which the nonconforming use has occupied the land; or
4. On the date a request for final reading of water and power meters is made to the applicable utility districts.

Uses which vary seasonally (such as agricultural uses) shall be deemed abandoned if the seasonal use is not utilized during one full season, consistent with the traditional use.

D. Application of Code Criteria and Standards. If the use is discontinued or abandoned for any reason for a period of more than one hundred-eighty days, any subsequent use of land shall conform to the applicable standards and criteria specified by this Code for the land use district in which such land is located.

20.12.050 Restrictions on Non-conforming Structures.

A. Alterations and Maintenance. A nonconforming structure may not be enlarged or altered in a way that increases its nonconformity, but any structure or portion thereof may be enlarged or altered in a way that satisfies the current requirements of this Code or in a way that will not increase its nonconformity. Ordinary maintenance and repair shall be permitted.

B. Roadway Access. The owner of a non-conforming access connection (i.e., street or highway access) may be required to bring the non-conforming access into conformance with this Code and other applicable standards as a condition of the City or other roadway authority approving a new access connection permit, or a change in land use.

C. Relocation or Removal. Should the nonconforming structure be moved for any reason and by any distance, it shall thereafter conform to the regulations of this Code. However, a structure may be moved on the same site without full compliance if the movement reduces the degree of nonconformity with the Code.

D. Historic Structures. Nothing in this Chapter shall prevent the full restoration by reconstruction of a building or structure which is either listed on the National Register of Historic Places, the Washington State Register of Historic Places, or the Washington State Cultural Resource Inventory, as shown in a historical survey meeting the standards of the State Department of Archaeology and Historic Preservation. "Restoration" means reconstruction of the historic building or structure with as nearly the same visual design appearance and materials as is consistent with full compliance with the State Building Code and any code provisions adopted by the City on the subject of Historic Preservation. The reconstruction of all such historic buildings and structures shall comply with the life safety provisions of the State Building Code.

E. Mobile Homes or Manufactured Homes. Any mobile home or manufactured home located in a residential district which is a legal nonconforming use may be replaced with an approved manufactured home that conforms to the applicable requirements of PMC Titles 17 and 20.

20.12.060 Permit Required. A property owner may obtain a nonconforming determination to establish a legal nonconforming use or structure for the record. This determination is not required, unless the City has brought a code enforcement action relating to the property. In such event, the property owner has the burden to follow the procedures set forth herein to establish that the condition of the property is legally nonconforming. The Director may place the code enforcement action in abeyance for a reasonable time in order to allow a property owner to gather the necessary information to demonstrate that the property is legally nonconforming.

20.12.070 Administration of Nonconforming Permits. The Director is authorized and directed to administer the provisions of this Chapter relating to Nonconforming Permits. There is no public hearing prior to the final decision, and after issuance of the final decision, the appeal of such decision shall be forwarded to the Hearing Examiner in an open record hearing, under the procedures set forth in chapter 16.06. Because the processing of these permit applications requires the submission of different information for approval, imposes different burdens on the applicant and the City, and varies in other material respects from the processing of a project permit application, these permits are exempt under RCW 36.70B.140 from all project permit processing requirements (identified in Title 16 PMC), other than those set forth in this chapter.

20.12.080 Requirements for a Complete Application. A complete application for a Nonconforming Permit application shall include:

- A. Application form. Five (5) copies of a completed application form;
- B. Date, name, address, telephone number and e-mail of the applicant;
- C. Name, address, telephone number and e-mail of the owner of the property identified in the application;
- D. Legal description, street address and Assessor's Parcel Number of the subject property;
- E. The use of the subject property or structure on the subject property that is allegedly legally nonconforming. Description and photographs of existing site conditions, any plans, information and/or relevant to the proposed applicant's demonstration of a legal nonconforming use/structure;
- F. Information demonstrating that (1) the use is not permitted outright under the City's Code, including, but not limited to, the use standards of the current zoning or applicable district; (2) the current Zoning Code or Building Code standards for the use or structure are not met; and (3) the use has not been abandoned or discontinued for the period identified in Section 20.12.040(C).
- G. Proof of legal nonconforming status, including, but not limited to, planning permits/approvals, building permits, leases, aerial maps showing the structure and footprint, listings in business or phone directories (or directory with a list of businesses and residents referenced by address), etc.
- H. If the application is for a remodel, a complete description of the proposed remodeling relating to such section(s) of the structure or the entire structure;
- I. The applicant's narrative statement describing the manner in which the application satisfies the criteria for approval in the applicable section of this Chapter;
- J. A SEPA Checklist (unless categorically exempt);
- K. The application fee established by the City.

20.12.090 Criteria for Approval – Permit to Establish Legal Nonconforming Use or Structure for the Record.

- A. Criteria. A permit will be approved establishing the legal nonconforming status of the use or structure if the applicant demonstrates:
 - 1. That the use or structure satisfies the definition for a legal nonconforming use in Section 20.12.200; and
 - 2. That the use or structure has been in existence and maintained continuously, with no interruption that would constitute abandonment or discontinuance under either former or current City Codes.
- B. Acceptable Documentation. The City may accept the following as documentation of the existence of a use from a time when it would have been permitted outright and as documentation of its uninterrupted continuation:

1. Signed written statements from persons having no financial interest in the property and who are not relatives of the applicant or property owner. Notarization is not required.
2. Occupancy listing from the Polk Directory or Reverse Telephone Directories.
3. Business and/or licensing records.
4. County records showing the previous permitted use if the property was formerly not part of the City.
5. Assessment records.
6. Evidence of more than one electric or gas meter or sewer hookup.
7. Other evidence that the Director deems useful and reliable, based on the circumstances of the individual case. Examples include, but are not limited to, photographs, U.S. Census reports, and signed written statements of experts.

It is the responsibility of the applicant to furnish at least two different types of documentation from the sources listed above. The City may, in its discretion, require further documentation if the documentation submitted by the applicant does not demonstrate the existence of the use from a time when it was permitted outright, or fails to show continuous, uninterrupted maintenance of the use. The City may also accept only one type of documentation from the sources listed above, if that documentation is particularly persuasive. Any number of written, signed statements, however, are not sufficient by themselves to document the existence of a use.

20.12.100. Final Decision. Because this procedure is exempt under RCW 36.70B.140, there is no deadline for the City's issuance of a final decision.

20.12.110. Appeals. An open public hearing shall be held on an appeal of the Director's decision to grant or deny a permit under this chapter, as described in Chapter 16.20.¹

¹ I recommend that there be an administrative appeal, so that an open record hearing can be held before a judicial appeal is filed. The procedure for Type III permits in chapter 16.24 PMC doesn't allow an administrative appeal.

Chapter 16.12 LEGAL NONCONFORMING USES

Sections:

16.12.010	Continuation.
16.12.020	Signs.
16.12.030	Cargo containers.
16.12.040	Change of tenancy.
16.12.050	Restoration.
16.12.060	Mobile homes or manufactured homes.
16.12.070	Nuisances.

16.12.010 Continuation.

Uses, defined herein to include structures and improvements, which were legal upon their initiation, but which do not conform to development regulations subsequently enacted, or those of a zoning district to which they are subsequently placed, may continue only if the nonconforming use:

- A. Is not enlarged or extended in a manner which increases or reinforces its degree of nonconformity;
- B. Is not physically changed other than normal and necessary operation, maintenance, and repairs not exceeding 50 percent of the assessed valuation of the building or structure;
- C. Is kept in good repair and is not a safety hazard; and
- D. Has never ceased for a continuous period of 180 days or more. (Ord. 1609 § 1, 2005; Ord. 1505 § 4, 2001).

16.12.020 Signs.

In the case of nonconforming signs, a change in the name or nature of the business conducted on the premises shall constitute a change in use. (Ord. 1609 § 1, 2005; Ord. 1505 § 4, 2001).

16.12.030 Cargo containers.

Moving cargo containers to different locations on a site, or removing cargo containers from a site, however temporarily, shall constitute a physical change under PMC [16.12.010\(B\)](#) requiring conformance with Chapter [20.88](#) PMC. (Ord. 1609 § 1, 2005).

16.12.040 Change of tenancy.

Change of tenancy, ownership, or management shall not affect legal nonconforming status. (Ord. 1609 § 1, 2005; Ord. 1505 § 4, 2001. Formerly 16.12.030).

16.12.050 Restoration.

A. Except as provided in subsection B of this section, a nonconforming building or structure that has been damaged by fire, flood, explosion, wind, earthquake, war, riot or other disaster may be restored only if the

cost of the restoration does not exceed 50 percent of the assessed valuation of the building or structure at the time of the disaster.

B. The uses identified below may be restored provided the restoration commences within 12 months from the date of the destruction, is diligently completed, and does not extend beyond the original building footprint. See PMC [17.08.080](#) for building permit requirements.

1. Single-family residences or buildings accessory thereto in any nonresidential zone.
2. Multifamily residences or any buildings accessory thereto in any single-family zone.
(Ord. 1609 § 1, 2005; Ord. 1505 § 4, 2001. Formerly 16.12.040).

16.12.060 Mobile homes or manufactured homes.

Any mobile home or manufactured home located in a residential district which is a legal nonconforming use may be replaced with an approved manufactured home that conforms to the applicable regulations of PMC Titles [17](#) and [20](#). (Ord. 1609 § 1, 2005; Ord. 1221 § 17, 1995. Formerly 20.28.065).

16.12.070 Nuisances.

The foregoing notwithstanding, nuisances as defined by state law shall not enjoy legal nonconforming status. (Ord. 1609 § 1, 2005; Ord. 1505 § 4, 2001. Formerly 16.12.050).



Agenda Bill No. 15-039

TO: Mayor Guier and City Council Members
FROM: Paula Wiech, Planner
MEETING DATE: March 16, 2015
SUBJECT: **Park Board Support for a 2015 Earth Day Event**

ATTACHMENTS:

- Draft Resolution No. 2015-241, Approving the Park Board's support of the 2015 Earth Day event.

Previous Council Review Date: February 2, 2015

Summary: Park Board duties are established by Pacific Municipal Code (PMC) Chapter 2.38.050 Powers and Duties; and PMC 2.38.050 (D) provides that the Board shall perform such other services and studies as may be requested by the City Council.

Earth Day Event, Resolution No. 2015-241: To engage the community with their parks, open space and trails, the Park Board has, with other organizations, supported an annual Earth Day (April 22nd) event for many years. This year's Earth Day Network theme is "It's Our Turn to Lead." Pacific's event is still being planned. Suggestions include parks clean up, recycling/trash drop off, a lunch, and other activities to involve all members of the community. It is scheduled for Saturday, April 25, 2015.

Recommendation/Action:

Approve Resolution No. 15-241, as amended.

Motion for Consideration: Approve Resolution No 15-241: Pacific Park Board support of the April 25, 2015 Earth Day event.

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 15-241

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING
THE PARK BOARD'S PARTICIPATION IN THE 2015 EARTH DAY EVENT**

WHEREAS, the Park Board duties are established by Pacific Municipal Code Chapter 2.38.050 Powers and duties; and

WHEREAS, 2.38.050 (D) provides that the Board shall perform such other services and studies as may be requested by the City Council; and

WHEREAS, as a mechanism to engage the community of Pacific to take pride in their city, the Park Board would like to support the City's annual "Earth Day" event. The event, which will include a lunch and other activities to educate and involve all members of the community, is slated to be held on April 25, 2015; and

WHEREAS, as a result of this "support" and the benefit to City facilities, fees associated with the use of the City Hall Campus facilities, will be gratis in accordance with the terms of the most recently adopted City Fee Schedule; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF PACIFIC, WASHINGTON:**

Section 1. The Pacific City Council hereby requests that the Park Board support and assist in the planning for the annual Earth Day event, to be held on April 25, 2015.

Section 2. The fees associated with the use of the City Hall campus facilities will be waived;

Section 3. This Resolution shall take effect and be in force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING
THEREOF ON THE 23rd DAY OF MARCH 2015.**

CITY OF PACIFIC

Leanne Guier, Mayor

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO.

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form

Carol Morris, City Attorney

**FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO.**



Agenda Bill No. 15-040

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: March 23, 2015
SUBJECT: **SCORE Jail Facility Inmate Housing Agreement**

ATTACHMENTS:

- Resolution No. 2015-242
 - Original SCORE Agreement
 - Amendment To Agreement For Inmate Housing
-

Previous Council Review Date: N/A

Summary: The daily bed rate for 2012, 2013 and 2014 was \$90. There is an increase in 2015 of 8%, \$97. Bookings and all medical care is included in the agreement. Pacific uses the SCORE facility exclusively.

Recommended Action: Allow Mayor Guier to sign the 2015 agreement.

Motion for Consideration: "I move to authorize the execution of an amendment to the agreement with SCORE for inmate housing."

Budget Impact: It is unpredictable, but at most it would increase the annual cost by 8%.

Alternatives: Use alternative jails which have no medical care and charge booking fees.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-242

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT
TO THE SCORE JAIL FACILITY AGREEMENT FOR 2015.**

WHEREAS, the City of Pacific Police Department depends on quality inmate housing at a reasonable rate, and

WHEREAS, medical expenses in facilities other than SCORE can be immense, and

WHEREAS, all medical expenses and prescriptions are included in the daily rate at SCORE, and

WHEREAS, an alternative to utilizing SCORE is the King County Jail and the booking fees and daily rates are \$146.65 and \$217.46, respectively.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PACIFIC, WASHINGTON**

Section 1. The Pacific City Council hereby authorizes the Mayor to sign and enter into the 2015 Amendment to the SCORE Agreement, attached as Exhibit A.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 23rd DAY OF MARCH, 2015.**

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED TO FORM:

Carol Morris, City Attorney

AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of January 1, 2015 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Pacific (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. 2015 Bed Rates. Section 27 (Bed Rate) of the Original Agreement is hereby amended to include the following guaranteed and non-guaranteed bed rates for inmate housing:

2015 Guaranteed Bed Rate: \$97

2015 Non-Guaranteed Bed Rate: \$145

2. Effective Date; Execution. The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective January 1, 2015. This Amendment to Original Agreement may be executed in any number of counterparts.

3. Ratification and Confirmation. All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

Agency:

South Correctional Entity

By: _____

By: _____

Name:

Name: Penny Bartley

Title:

Title: Director

AGREEMENT FOR INMATE HOUSING -- 2012 -- 2020

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

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

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

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the [City] for the period January 1, 2012 through December 31, 2020.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

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

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

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

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

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

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

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

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

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

3. General Provisions. SCORE shall accept [City] Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those [City] Inmates pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

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

4. Right to Refuse or Return [City] Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a [City] Inmate or to return a [City] Inmate to the [City] if the [City] Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the [City] at least one business day prior to transport if a [City] Inmate is being returned to the [City]. The cost of transport shall be paid by the [City].

5. Inmate Transport. The [City] is responsible for the transportation of [City] Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the city of arrest, or the city of residence, whichever is closer, unless confirmed transportation is available at the time of release. The [City] will designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable.

6. Inmate Medical Records. Should a [City] Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the [City] shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if [City] Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the [City] cannot provide such records, SCORE, in its sole discretion, may refuse to accept a [City] Inmate.

7. Inmate Property. SCORE shall accept [City] Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for [City] Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each [City] Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a [City] Inmate is being transported from a [City] designated detention or correction facility, it will be the responsibility of the [City] to process the [City] Inmate's property not delivered and accepted into SCORE's possession. When returning [City] Inmates to the [City], SCORE shall transport [City] Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the [City] Inmate's property not transported with the [City] Inmate.

8. Booking. [City] Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the [City] Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a [City] Inmate is entitled. The information is to be used for third party billing.

9. Classification. [City] Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The [City] shall provide information regarding each [City] Inmate as specified in **Attachment C – Classification**.

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

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

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

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

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

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

The [City] shall pay for all medical, mental health, dental or any other medical services that are required to care for [City] Inmates outside of the SCORE Facility. Lack of prior notice shall not excuse the [City] from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

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

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

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

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, [City] Inmates shall not be removed from the SCORE Facility without written authorization from the [City] or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a [City] Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the [City] Inmate's emergency removal, SCORE shall notify the [City] by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

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

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be **available** to [City] Inmates to communicate with their legal counsel.

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

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

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

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

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

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

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

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

23. Death. If a [City] Inmate dies while in SCORE custody, SCORE shall notify the [City] as soon as reasonably possible. The King County Medical Examiner shall assume custody of the [City] Inmate's body. Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the [City] with a report of its investigation. The [City] may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or

otherwise facilitate the [City]'s communication with and receipt of reports from the other agency.

The [City] shall provide SCORE with written instructions regarding the disposition of the [City] Inmate's body. The [City] shall pay for all reasonable expenses for the preparation and shipment of the body. The [City] may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the [City] shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the [City] to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. [City]'s Right of Inspection. The [City] shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the [City] may interview [City] Inmates and review [City] Inmates' records. The [City] shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless [City] is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the [City] may each permit the other continuous access to its computer database regarding all [City] Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the [City] and appropriate computer(s) of SCORE.

27. Bed Rate. In consideration of SCORE's commitment to house [City] Inmates, the [City] shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

A. **Guaranteed Bed Rate:**

2012 - 10 year Guaranteed Rate	\$125
Number of Guaranteed Beds	0

The above referenced Guaranteed Bed Rate (the "Guaranteed Rate") requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the [City]. The Guaranteed Rate for all years after 2012 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Guaranteed Rate will not exceed 11% above the Member City's rate. [City]'s use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services. In the event a [City] Inmate requires out of facility medical, dental or mental health services, the [City] shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the [City]'s Inmates.

The [City] may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house [City] Inmates in excess of the [City]'s minimum bed commitment.

B. Non-Guaranteed Bed Rate:

	2012
5 years	\$135
3 years	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2012 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the [City] average thirty-five percent or more of its City Inmates in Specialty Housing for any month, the [City] will pay a Specialty Housing surcharge based upon that population. The Specialty Housing surcharge will be established on an annual basis, no later than July 1 of each year, at a rate not to exceed 50% of the Non-Guaranteed Bed Rate.

29. Billing and Payment. SCORE shall provide the [City] with monthly statements itemizing the name of each [City] Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the [City] electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for [City] Inmates housed for more on charges from multiple Cities will be divided equally among those Cities.

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

For billing and other disputes:

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

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

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

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

32. Duration of Agreement. The duration of this Agreement shall be from January 1, 2012, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2020 unless otherwise terminated in accordance with Section 34 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the [City].

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

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

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

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

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

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

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

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

SCORE and the [City] shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

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

B. **Imperiling Conditions:** The [City] shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the [City]'s Inmates ("Imperiling Conditions"); 2) the [City] has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the [City]'s notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the [City] has removed its Inmates; and 3) the [City] has given SCORE formal written notice of final termination pursuant to this section 36(B).

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

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

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with

Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

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

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

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

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

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

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2012, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the [City] and SCORE under which SCORE houses [City] Inmates and no other oral or written agreements between the parties shall affect this Agreement.

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

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

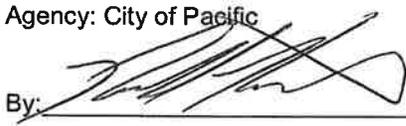
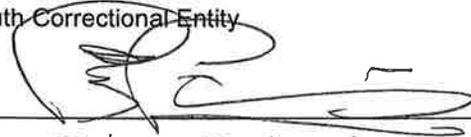
This Agreement may be executed in any number of counterparts.

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

TO CITY: Mayor Richard Hildreth
100 3rd Ave East
Pacific, WA 98047
Phone: 253-929-1108

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

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

SIGNATURE BLOCKS	
Agency: City of Pacific By:  Printed: Richard Hildreth Title: Mayor Date: November 17 th , 2011	South Correctional Entity By:  Printed: Peter B. Lewis Title: Presiding Officer Date: 12/14/2011

ATTACHMENT A
MEDICAL ACCEPTABILITY

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

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

ATTACHEMENT B
PROPERTY

SCORE will only accept Inmate property as follows:

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

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

ATTACHMENT C
CLASSIFICATION

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

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

ATTACHMENT D

BORROWING

One contracting City may "borrow" another contracting City's Inmate as follows:

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

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

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

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

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release [City] Inmates as follows:

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

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter "First Amendment"), dated Nov. 13, 2012, is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **CITY OF PACIFIC**, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party"), and amends that certain Agreement for Inmate Housing effective for the period between January 1, 2012 and December 31, 2021 by and between the Parties (the "Original Agreement").

WHEREAS, this Agreement is made in accordance with chapters 39.34 and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility (the "Facility"); and

WHEREAS, at a regular meeting held on March 28, 2012, the Administrative Board of SCORE (the "Board") approved a new rate structure for inmate housing at the Facility; and

WHEREAS, the Parties now desire to amend the Original Agreement to reflect the new rate structure as set forth herein;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01. Definitions. All capitalized words and phrases, including those in the recitals, not otherwise defined herein shall have the meanings given to them in the Original Agreement.

Section 1.02. Amendments to Original Agreement.

(a) Amendment to Section 27 (Bed Rate). Section 27 of the Original Agreement is hereby replaced in its entirety with the following:

27. Bed Rate. In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

A. **Guaranteed Bed Rate:**

2013 - 10 year Guaranteed Rate \$90.00

Number of Guaranteed Beds 2

The above referenced Guaranteed Bed Rate (the "Guaranteed Rate") requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the City. The Guaranteed Rate for all years after 2013 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout

the contract period the Guaranteed Rate will not exceed 11% above the Member City's rate. City's use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services. In the event a City Inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house City Inmates in excess of the City's minimum bed commitment.

B. Non-Guaranteed Bed Rate:

	2012
5 years	\$135
3 years	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2013 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

(b) Clerical Edits. References to "[City]" throughout the Original Agreement are hereby replaced in their entirety with "City" (the intent of this edit is to remove unnecessary brackets).

Section 1.03. Effective Date of Rate Modification. The Parties hereby agree that the rate amendments set forth in Section 1.02 of this First Amendment shall be effective beginning October 1, 2012.

Section 1.04. Survival of Provisions. Except to the extent modified by this First Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF PACIFIC

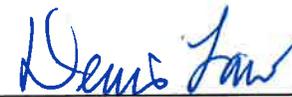
By 
Mayor Cy Sun

ATTEST:
By 
Patricia J. Kirkpatrick, MMC, City Clerk

APPROVED AS TO FORM:

By _____
Kenyon Luce, City Attorney

SOUTH CORRECTIONAL ENTITY

By 
Mayor Denis Law, Presiding Officer,
SCORE Administrative Board



SOUTH CORRECTIONAL ENTITY
Serving the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila

December 13, 2012

City Clerk
City of Pacific
100 3rd Ave. SE
Pacific, WA 98047

Subject: Inmate Housing Agreement Amendment with SCORE

Dear City Clerk:

At its meeting on December 12, 2012, the SCORE Administrative Board approved the subject amendment. Enclosed is the fully executed original amendment signed by the Board's Presiding Officer Denis Law.

Sincerely,

Michele Neumann
Executive Assistant

Enclosure



Agenda Bill No. 15-041

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, City Administrator

MEETING DATE: March 16, 2015

SUBJECT: Resolution to Surplus Non-operational Computer and miscellaneous equipment.

ATTACHMENTS:

- Resolution No. 2015-243
- Exhibit A listing the equipment to be surplussed.

Previous Council Review Date:

Summary: An inventory of broken computer and misc. equipment was taken. This is a resolution to surplus the equipment and remove it from the Finance, Court and Community Services Departments. The equipment has outlived its useful life.

Recommendation/Action: Staff recommends the Council move this item forward to the March 23, 2015, regular meeting for approval.

Motion for Consideration: I move to approve Resolution number 2015-243 authorizing the surplus of the equipment listed in Exhibit A and remove it from the Finance, Court and Community Services Departments, as the equipment has outlived its useful life and been replaced.

Budget Impact: None

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-243

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON
AUTHORIZING THE SURPLUS OF OLD COMPUTERS, COMPUTER
ACCESSORIES AND MISCELLANEOUS EQUIPMENT
PREVIOUSLY USED BY VARIOUS CITY DEPARTMENTS.**

WHEREAS, the Finance, Court and Community Services Departments did purchase computers, accessories and miscellaneous equipment as needed, and

WHEREAS, the computers, accessories and miscellaneous equipment were used until such time as they were not in working condition, and

WHEREAS, the computers, accessories and miscellaneous equipment have been replaced and are of no value to the City,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON

Section 1. The Pacific City Council hereby authorizes the surplus of the computers, computer accessories and miscellaneous equipment as described in Exhibit A to this Resolution.

Section 2. The equipment shall be disposed of by the Finance Director in a manner most beneficial to the City of Pacific.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23rd DAY OF MARCH, 2015.

CITY OF PACIFIC

Leanne Guier, Mayor

Attest:

Amy Stevenson-Ness, City Clerk

Approved as to form:

Carol Morris, City Attorney

Exhibit A

CITY OF PACIFIC

Surplus Equipment

Description	Brand	Model #	Pacific Equip #	Serial #	Condition
Court:					
Desktop KeyBoards	Microsoft				
Desktop KeyBoards	Microsoft				
Speakers	Creative				
2012 Local Court rules					
Monitor					
Keyboard					
Mouse					
Finance:					
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Community Services:					
4CH-MPEG 4 DVR	AVTech			7IT20619	
SuperCircuits		MON12A3			
Printer	Hpdeskjet940c				
Computer tower Finance 9			2002		
Computer Speaker	Labtec LCS-1060			00011JZ-0052N	
Computer Mouse	Microsoft			x8000 127 106PID 75596 600 1282143 1	
Computer Mouse	Microsoft			X802 382 003 PID 561800 EM 9224326	
Monitor	Acer		2037	ETLH20C056006081AB40A0	
Keyboard	Microsoft			KN9527000234	
Cafeteria table					
Christmas Tree					



Agenda Bill No. 15-042

TO: Mayor Guier and City Council Members

FROM: Council Member Oliveira, Governance Committee Chair

MEETING DATE: March 16, 2015

SUBJECT: Amending PMC 2.38.020 Creation – Membership – Compensation.
Residency Requirements for Park Board of Commissioners

ATTACHMENTS: Ordinance No. 2015-1896

Previous Council Review Date: 01/12/15

Summary: On January 12, 2015, Council referred the question of residency requirements for the Park Board of Commissioners to the Governance Committee for review. After discussion at the Governance Committee meeting on March 4, it was agreed to change the Park Board code language to reflect that two commissioners may own residential property in the city and reside outside city limits and three must be residents of the City of Pacific and the youth member must be a resident.

Recommendation/Action: Adopt the ordinance amending the PMC regarding residency requirements for the Park Board of Commissioners.

Motion for Consideration: “I move to adopt Ordinance No. 2015-1896 amending Pacific Municipal Code Chapter 2.38.020 regarding residency requirements for Park Board of Commissioners.”

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2015-1896**

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON AMENDING AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE PARK BOARD OF COMMISSIONERS, CHANGING THE QUALIFICATIONS TO REDUCE THE NUMBER OF PARK BOARD COMMISSION MEMBERS WHO MUST BE CITY RESIDENTS FROM FIVE TO THREE, AND ALLOWING TWO MEMBERS WHO MAY BE RESIDENTIAL PROPERTY OWNERS WHO RESIDE OUTSIDE THE CITY AMENDING PACIFIC MUNICIPAL CODE SECTION 2.38.020.

WHEREAS it would in the best interest of the citizens of the City of Pacific to broaden the membership qualifications of the Park Board of **Commissioners** and;

NOW, THEREFORE, THE CITY COUNCIL OF PACIFIC, WASHINGTON, DOES ORDAIN AS FOLLOWS

(repealed language is noted by strike through and new language is in bold)

Section 1. 2.38.020 Creation – Membership – Compensation.

There is created a board of park commissioners in and for the city, consisting of six members who shall be appointed by the mayor, with the ~~eonsent~~ **confirmation** of the city council. **Three commissioners shall be** from citizens who reside in the city. **Two of the commissioners may reside outside the City as long as they own residential property within the City.** One position shall be reserved for a Pacific Youth, age 16-18 years of age **who resides in the city.** Park commissioners shall not be compensated for their services.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance 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 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after the date of publication.

Passed by the City Council of the City of Pacific, the 23rd day of March, 2015.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 15-043

TO: Mayor Guier and City Council Members

FROM: Council Member Oliveira, Governance Committee Chair

MEETING DATE: March 16, 2015

SUBJECT: Amending PMC 2.36.030 Creation – Membership – Compensation.
Residency Requirements for Planning Commissioners

ATTACHMENTS: Ordinance No. 2015-1897

Previous Council Review Date: 01/12/15

Summary: On January 12, 2015, Council referred the question of residency requirements for the Park Board of Commissioners to the Governance Committee for review. After discussion at the Governance Committee meeting on March 4, it was agreed to change the Park Board code language regarding residency requirements. It was also decided to make the requirements for membership of the Planning Commissioners mirror those of the Park Board. The Planning Commission requirements will state that that two commission members may be a principal in or be employed by a business operating in the City of Pacific and three must be residents of the City of Pacific and the youth member must be a resident.

Recommendation/Action: Adopt the ordinance amending the PMC regarding residency requirements for the Planning Commission.

Motion for Consideration: “I move to adopt Ordinance No. 2015-1897 amending Pacific Municipal Code Chapter 2.36.030 regarding residency requirements for Park Board of Commissioners.”

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2015-1897**

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE PLANNING COMMISSION, CHANGING THE QUALIFICATIONS TO REDUCE THE NUMBER OF PLANNING COMMISSION MEMBERS WHO MUST BE CITY RESIDENTS FROM FOUR TO THREE, AND INCREASING THE NUMBER OF MEMBERS WHO MAY BE A PRINCIPAL OR BE EMPLOYED IN A BUSINESS IN PACIFIC FROM ONE TO TWO, AMENDING PACIFIC MUNICIPAL CODE SECTION 2.36.030.

WHEREAS it would in the best interest of the citizens of the City of Pacific to broaden the membership qualifications of the Planning Commission and;

NOW, THEREFORE, THE CITY COUNCIL OF PACIFIC, WASHINGTON, DOES ORDAIN AS FOLLOWS

Section 1. Section 2.36.030 of the Pacific Municipal Code is hereby amended to read as follows:

Section 1. 2.36.030 Appointment – Term – Membership qualification.

A. The planning commission shall consist of six members to be appointed by the mayor and confirmed by the city council. Five of the positions shall be considered full term appointments of six years. One position shall be reserved for a Pacific youth, 16 to 18 years of age and shall be for one year.

B. At least ~~four~~ **three** of the five full-term commission members shall be residents of the City of Pacific. Two commission members may be a principal in or be employed by a business operating in the City of Pacific.

~~The mayor may appoint and the council may confirm a commission member who either is employed by or is a principal in a business operating in the City of Pacific.~~

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance 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 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after the date of publication.

Passed by the City Council of the City of Pacific, the 23rd day of March, 2015.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 15-044

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: March 16, 2015
SUBJECT: Employee Shared Leave Policy

ATTACHMENTS:

- PMC 2.68.130 Shared Leave Policy
- Personnel Policy 100-016 Leaves – Shared leave portion emphasized
- Public Works/Clerical CBA – Leaves
- Uniformed Employees CBA - Leaves

Previous Council Review Date: 01/05/15, 01/20/15, 03/04/15 Governance Committee

Summary: At the Governance Committee meeting held on March 4, 2015, the shared leave policy and municipal code were reviewed. It was agreed to change the personnel manual to reflect what is in the city code regarding leave policies, to delete item D from 2.68.130 Shared Leave code, and to add the language “unless specified in the collective bargaining agreement.”

Recommendation/Action: Council should review and provide suggested changes for the shared leaves code and policy.

Motion for Consideration: “I move to. approve”

Budget Impact:

Alternatives:

2.68.130 Shared leave policy.

A. An employee who has an accrued sick leave balance of at least 88 hours may request to transfer a specified amount of sick leave to another employee. All sick leave transferred shall be in eight-hour increments, and in no event shall the transfer result in the transferring employee's accrued sick leave balance falling below 80 hours.

B. Authority To Review Requests.

1. The head of each city department shall review requests for transfers of sick leave for employees within that department.

2. In the case of transfers of sick leave between city departments, the department head of the employee making the donation shall review the request. If the request is granted, the department head shall inform the head of the department of the employee receiving the transferred sick leave and the city clerk of the number of days transferred.

3. If a department head is unable to review a request for a transfer of sick leave because of absence or illness, the mayor shall review such request.

C. An employee shall be allowed to receive leave under this section if:

1. The employee has depleted or will shortly deplete his or her sick leave reserves; and

2. The employee suffers from an illness, injury, impairment, or physical or mental condition which is of a severe nature and which has caused, or is likely to cause, the employee to go on leave without pay or terminate city employment; or

3. The employee is needed to care for the employee's spouse, child, stepchild, parent, or in-law who has a serious health condition.

~~D. The department head shall determine the amount of sick leave, if any, which an employee may receive under this section. The amount of sick leave which an employee may receive as a donation shall be based on the expected duration of the absence from work.~~

~~D. E.~~ Donated leave shall be utilized in the order that the requests were authorized (first in, first out).

~~E. F.~~ While an employee is on leave transferred under this section, he or she shall continue to be classified as a city employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive

if using accrued sick leave. All such current accruals shall also be depleted prior to any continuing use of donated hours.

F.-G. Any unused leave transferred under this section may be returned to the employee(s) who transferred the leave if the head of the department of the employee receiving the transferred leave finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. (Ord. 1495 § 1, 2001; Ord. 1471 § 1, 2000).



Administrative Policy and Procedure		
Index: 100-016	Title: Leaves	Effective Date:

LEAVES

Sick Leave

Sick leave is hereby established to be used in cases of illness, accident or other conditions which require medical treatment or supervision and require an employee to be absent from work. Sick leave may be used to care for an employee’s own health condition, or to care for a child, spouse, domestic partner, parent, parent-in-law, grandparent, foster child, or legally adopted child of the employee who has a serious health condition or an emergency condition as established in Chapter 296-130 of the Washington Administrative Code (WAC). Sick leave may also be used for the care, treatment and preventative health care of the employee and dependants.

Sick leave has been established for the benefit of both the employee and the employer, but no vested right to sick leave is guaranteed by the City. In the event that abuse of sick leave is suspected or excessive absenteeism or tardiness occurs, or after three (3) consecutive days of sick leave, an employee may be required to provide medical certification from his or her health care provider. Abuse of sick leave or excessive absenteeism or tardiness may be grounds for disciplinary action, up to and including termination.

Once an employee returns from an illness, the time off must be approved. Employees shall submit a Leave Form signed by the department manager or supervisor.

Accrual

Sick leave shall be accrued by regular full-time employees at the rate of eight (8) hours per month.

Regular part-time employees shall accrue sick leave on a pro-rated basis in the same percentage as the employee’s average weekly scheduled hours relate to a forty (40) hour week.

No employee may accrue more than nine hundred sixty (960) total hours. When this maximum is reached, an employee shall no longer accrue sick leave.

Family Leave

Pursuant to the provisions of the federal Family and Medical Leave Act of 1993 (FMLA) an employee who has been employed by the City for twelve (12) months and has worked at least 1250 hours in the past twelve (12) months is entitled to up to twelve (12)

work-weeks of unpaid leave per year to care for a child, spouse, domestic partner or parent with a serious medical condition, or for serious personal illness. The twelve (12) weeks may be scheduled intermittently or used through part-time leave, when the basis for leave is medical difficulties. For purposes of calculating leave availability, the 12 month period is a rolling 12 month period measured backwards from the date you use any FMLA leave.

Leave may be taken to care for a new child by birth, adoption, or foster care or for a child, spouse, domestic partner, or parent with a serious illness, or for personal serious illness requiring inpatient or continuing treatment. Except in emergencies, an employee must give at least thirty (30) days notice when planning to take the leave. The City will continue to contribute its portion of the medical insurance premiums during the leave. If the employee does not return to work, the City may recover the premiums paid during the leave unless the failure to return is beyond the employee's control.

The employee will be required by the City to use accrued and unused sick leave, vacation leave and /or compensatory time in accordance with the City policy to offset loss of pay during the leave.

Vacation and sick leave accruals will not continue during any unpaid leave. Employees who return to work at the end of the twelve (12) weeks of leave will be returned to the same or an equivalent job at the same pay, however, employees remain subject to legitimate job changes or layoffs that would have occurred even if they had not been on leave.

Under Washington State law, employees are entitled to twelve (12) weeks of unpaid leave to care for a newborn child, in addition to time off for any period of actual disability with pregnancy or childbirth. The City is not required to continue to pay its portion of medical insurance beyond the twelve (12) week FMLA leave entitlement.

Vacations

Vacation leave is hereby established for the mutual benefit of the employer and the employee. The purpose of vacation leave is to provide employees with adequate time away from work, and to provide the City with well-rested and efficient employees. Employees shall submit a Leave Request form for each anticipated absence to be approved by the Department Head or Supervisor.

Accrual Time

Full-time employees shall accrue vacation at the following rate:

- Initial hire through three (3) complete years of continuous employment – eight (8) hours per month.
- Four (4) years continuous employment and continuing through nine (9) full years of continuous employment – ten (10) hours per month.
- Ten (10) full years of continuous employment and continuing through fourteen (14) years continuous employment – twelve and one half (12.5) hours per month.
- Fifteen (15) full years of continuous employment and continuing through all remaining years of continuous employment – fifteen (15) hours per month.

Regular part-time employees shall accrue vacation leave on a pro-rated basis in the same percentage as the employee's average weekly scheduled hours relate to a forty (40) hour week.

Vacation leave may be used as soon as it is accrued.

Maximum Accrual

The maximum vacation accrual that will be paid upon termination or carried forward at year end will be two times (2x) the employees allowed paid vacation accrual per year of service.

Holidays

The following eleven (11) holidays are hereby established:

- New Years Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Columbus Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve (Union only) and Christmas Day
- Floating Holiday(non-union only)

The floating holiday must be used during the current calendar year. No unpaid holiday will be carried over to the following year, and no unpaid floating holiday will be paid out upon termination of employment. These holidays are established on the dates set by state law. The City council reserves the right to amend its holidays as provided for by state law.

Religious Holidays

If an employee's religious beliefs require observance of a holiday not included in the holiday schedule, the employee may, with his or her department director's approval, take a day off using vacation, compensatory time, a floating holiday, or leave without pay.

Jury Duty and Witness Leave

The City acknowledges that its employees have obligations as citizens to serve on juries and jury panels, and to appear in court as subpoenaed witnesses. Regular full-time and regular part-time employees will be provided leave with pay when summoned to serve as jurors or subpoenaed witnesses, unless appearing as a plaintiff or defendant in legal action against the City. Regular full-time and part-time employees will be provided leave with pay when summoned to serve on a jury without loss of pay for the duration of a trial per jury duty summons. Compensation received by the employee, with the exception of mileage reimbursements, shall be reimbursed to the City to the end that the employee shall not receive more total compensation in the form of regular

pay and compensation for jury duty than the employee would normally receive as wages from the City.

The City shall have the right, at the City's expense, to request the court to excuse the employee from any or all jury duty if there are circumstances that would make the absence of the employee an undue hardship on the City or other personnel.

Funeral Leave

A regular full-time employee may take up to twenty-four (24) hours of funeral leave for a death in the employee's immediate family (see definitions 100-003). With department director approval, up to fifty-six (56) additional hours of sick leave may be utilized in these situations, for a total absence of eighty (80) hours (two (2) regular work weeks).

Under usual circumstances, the Mayor or his/her designee may construe more broadly this definition to other persons living within the employee's household, to others related to the employee by blood or marriage, or to established relationships having attributes to familial ties.

With department director approval, a regular employee may use sick leave, not to exceed eight (8) hours, to attend the funeral of close friends or other relatives.

Funeral leave is provided for regular part-time employees on a pro-rated basis in the same percentage as the employee's average weekly scheduled hours related to a forty (40) hour week.

Leave of Absence – General

A personal leave of absence is a privilege the City may extend to qualified regular full-time and regular part-time employees for specific periods of time under certain circumstances. It allows an employee to take time off from work for personal reasons, or to fulfill a military obligation in excess of fifteen (15) calendar days per year. All such leaves are taken without pay.

A leave of absence must be requested in writing and submitted to the employee's immediate supervisor and department director for a recommendation as soon as the need for such a leave is known. The department director shall then forward the request to the Personnel Director for review. Only the Mayor may grant or deny any leave requested. All leaves granted are without pay. The employee may request or may be requested by the City to use accrued vacation or compensatory time to offset loss of pay during the leave. No benefits such as vacation or sick leave are earned while on unpaid leave. Employees on leave may return early from leave if they notify the supervisor one week in advance. Failure to return from leave on or before the agreed upon date will result in termination.

An unpaid leave of more than thirty (30) calendar days will affect an employee's performance and salary review dates. These days will be adjusted forward until the employee has completed as many days of continuous employment as the length of the leave of absence.

An employee will normally be assured of returning to his or her position for a leave of absence of one hundred eighty (180) days. In this event, efforts will be made to place the employee in a vacant comparable position.

During any unpaid leave ninety (90) days or less, an employee may continue his or her group insurance coverage by paying on a monthly basis the premium due if not covered by the union contract.

Sick leave accrual shall not be used for non-medical leaves of absence.

Leave of Absence- Medical

Medical leaves of absence may be granted for regular full-time and regular part-time employees who are unable to perform their job duties due to an illness or an accident and who are ineligible for or have exhausted FMLA leave. This medical leave of absence requires a doctor's certification and cannot exceed one hundred eighty (180) days total, including any FMLA leave. During medical leave, the employee may receive previously earned sick pay and earned but unused vacation benefits. A written request for a medical leave of absence must be returned to the department director along with a doctor's certification indicating the nature of the medical problem and the anticipated length of absence. A medical leave of absence may be extended, by submitting a written request, accompanied by an explanation from the employee's doctor of the need for extension. A medical leave cannot exceed one hundred eighty (180) days total, including FMLA and extension.

Employees returning from a medical leave of absence must provide a doctor's written certification of the employee's ability to return to work. The City reserves the right to require an examination by a doctor of the City's choice. Employees returning from a medical leave of one hundred eighty (180) days or less return to the same position or a similar position of equal pay or status, subject to job changes or layoffs that would have occurred even if they had not been on leave. During a paid medical leave of absence, the City will pay its portion of the employee's medical insurance premiums for up to six (6) months total, including during paid or unpaid FMLA leave.

An unpaid leave of more than thirty (30) calendar days will affect an employee's performance and salary review dates. These days will be adjusted forward until the employee has completed as many days of continuous employment as the length of the leave of absence.

Military Duty

An employee who is a member of the Washington National Guard or a federal military unit is entitled to leave from his or her duties for up to fifteen (15) work days each calendar year (using an October 1 to September 30 year) for official military duty in accordance with RCW 38.40.060. Day for purposes of the section shall be defined as a twenty-four hour period, beginning and ending at midnight. Such leaves are in addition to any other leave or vacation benefits. During the fifteen (15) work day period of military duty, the employee shall continue to receive his or her normal rate of pay.

An employee who is called to or volunteers for service with the armed forces of the US or the Washington National Guard, may be entitled to reinstatement in his or her position upon completion of service, pursuant to state and federal laws.

An employee promoted or hired to fill a vacancy created by a person on military leave is appointed to the position subject to the return of the absent employee. Upon such return a promoted employee is restored to his or her original position or an equivalent position subject to the provisions of state and federal law. Any person hired to fill such a vacancy shall be hired as a temporary part-time employee.

Active Military Duty Shared Leave

The intent of this shared leave provision is to provide short-term financial stability to allow an employee to adjust to a different income and benefit level under military pay.

Any employee who is ordered to report for active military duty for a significant military event as determined by the Mayor and is unable to perform the duties of his or her City position may be eligible to receive donated hours. This may include an employee who is a member of all branches of military service and their reserves, The Army and Air National Guards, the Public Health Service commissioned corps, and other categories designated by the President in a time of emergency.

Any regular full-time or part-time City employee may donate accrued vacation leave hours to provide financial assistance to employees who are called to active military duty and who are unable to perform the duties of their position with the City.

Donation of leave shall be in hourly increments. Vacation leave shall be transferred on a dollar for dollar basis. The value of the leave shall be determined at the current hourly wage of the donator and the leave available to the receiving employee shall be calculated at the receiving employee's wage.

An eligible employee may receive up to 50% of their regular pay per pay period as shared leave to supplement military pay for a total not to exceed 100% of their regular pay. The employee must turn over military paycheck stubs to the City so the City can determine the correct supplemental pay and donated leave amounts. An employee can receive shared leave for active military duty for up to six (6) consecutive pay periods.

While receiving shared leave, the City will continue to pay its portion of the employee and family health insurance benefits, and the employee will pay his or her portion. Employees will not accrue vacation, sick leave or other leave benefits while receiving shared leave. Other regular benefit deductions, such as retirement, will continue and will be based on the amount of pay received or number of hours of shared leave paid as appropriate. Continuation of optional benefits deductions is at the discretion of the employee receiving active military duty shared leave.

Any donated leave of less than \$100 value which is unused because an employee returns to work will be forfeited and used to cover the costs of administering the shared leave program. If the value of unused donated leave exceeds \$100, the unused leave will be returned to the donors on a pro rata basis, proportional to the donation, to the extent administratively feasible.

Shared Leave

The purpose of shared leaves is to permit regular full and regular part-time employees of the City to come to the aid of a fellow City employee. A department director, with the Mayor's approval, may permit an employee to receive shared leave if all of the following conditions are met:

- The employee or a person in the employee's immediate family (see definitions) suffers from an illness, injury, impairment, physical or mental condition which is of an extraordinary or severe nature and which has caused or is likely to cause the employee to go on leave without pay status or to terminate his or her employment with the City.
- The employee has completed one year of employment with the City.
- The employee has depleted or will shortly deplete his or her total of accrued vacation, sick leave, compensatory time, holiday time and/or other paid leave.
- The employee has abided by the City's sick leave policy.
- The employee has diligently pursued and is ineligible for other disability benefits including workers comp time loss.
- The use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in the administration of the program or which would otherwise be incurred by the employee's department.

The employee shall be required to provide appropriate medical justification and documentation of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the condition. Unless otherwise approved by the department director and the Mayor an employee's eligibility to receive shared leave will be limited to the highest total number of hours of their own sick leave balance in the twelve (12) months prior to the shared leave request, so that the employee is eligible to receive a match to their own accrued sick leave bank. An employee shall not receive more than the equivalent of one half of the number of hours in their typical work year as shared leave throughout his or her employment. Shared leave should be used on a consecutive basis, when it is feasible.

Employees may request their department director to approve the transfer of a specified amount of accrued vacation leave, comp. time or sick leave to an employee who is authorized to receive shared leave. In order to be eligible to donate accrued vacation leave an employee must have taken at least eighty (80) hours of vacation leave within the calendar year, and have

eighty (80) or more hours of accrued leave remaining. There is no limit to the number of hours of comp. time an employee can donate.

To be eligible to donate sick leave, an employee must have at least one hundred (100) hours of accrued sick leave after the donation of leave, and may only donate a maximum of eight (8) hours of sick leave per incident unless otherwise approved by the department director and Mayor.

Donations of leave shall be in hourly increments. The department director shall only transfer vacation or sick leave in the amount specified in the request. All donations of leave are voluntary.

While an employee is on shared leave he or she will continue to be classified as a City employee and receive the same salary and benefits as the employee would otherwise receive if using other paid leave. All salary and benefit payments made to the employee on shared leave shall be made by the department employing the person using the shared leave.

The employee's salary rate shall not change as a result of being on shared leave and the total of the employee's salary and other benefits including State Industrial Insurance or any other benefit received as a result of payments by the City to an insurer, health care provider, or pension system shall not exceed the total of salary and benefits which the employee would have received had he or she been in a regular pay status.

Vacation leave and comp. time shall be transferred on a dollar for dollar basis; sick leave shall be transferred on an hour for hour basis. The value of the leave shall be determined at the current hourly wage of the transferor and the leave available to the receiving employee shall be calculated at the receiving employee's wage.

Personnel Director shall be responsible for computing the values of donated leave and shared leave. Payroll shall be responsible for adjusting the accrued leave balances to show the transferred leave. Records of all leave time transferred shall be maintained in the event any unused time is returned at a later date. The department director shall determine when shared leave is no longer needed based on a medical certification. The value of any leave transferred which remains unused shall be returned at its original value to the employee or employees who donated the leave. The unused leave shall be returned on a pro rata basis proportional to the donation, but in no case will exceed the original number of hours donated.

Personnel Director shall monitor the use of shared leave to insure equivalent treatment for all employees of the City. Inappropriate use or treatment of the shared leave provision may result in the cancellation of the donated leave or use of shared leave. No employee who has been receiving shared leave shall be paid any unused shared leave in the event they leave City employment.

The City of Pacific, at its sole discretion, may amend or cancel this program at any time.

Administrative Leave

In certain circumstances, the City may choose to place an employee on paid administrative leave pending City investigation, for a period of time determined by the City.

When an employee is placed on paid administrative leave, the employee's work station is his or her residence. The employee is required to be at home and available for contact by phone from 8:00 a.m. to 4:00 p.m. Monday-Friday unless leave has been requested by the employee's supervisor.

Sabbatical Leave

The purpose of sabbatical leave is to promote renewal and rest for longer term service for management level employees of the City. After completion of each ten (10) year period of regular employment with the City, designated employees are eligible for four (4) weeks of sabbatical leave, using two (2) weeks of accrued vacation and two (2) weeks of paid sabbatical leave.

Regular full-time and regular part-time management level employees paid at range 46 or above are eligible if they have completed ten (10) years of service, and if job performance has been satisfactory, as indicated on their most recent performance review.

The four (4) weeks must be taken at one time and may be combined with additional vacation leave. Prior approval by the City is required and is subject to the staffing needs of the City. Sabbatical leave must be taken within two (2) years of eligibility or the leave is forfeited. Regular pay and benefits continue during sabbatical leaves, however employees do not receive an extra day off if a holiday falls during the paid sabbatical leave. No sabbatical leave will be paid to an employee at termination.

Requests for sabbatical leave should be received at least ninety (90) days in advance. Employees must provide a written request for sabbatical leave and obtain approval of the department director and Mayor. Scheduling will be administered by each department. It is the employee's responsibility to develop a plan, subject to department director approval, to provide coverage for the position during a sabbatical leave. This should be done well in advance (6-12 months, if possible) of the leave date. For record keeping purposes, and to ensure consistent administration, the employee should coordinate with the Personnel Director prior to the leave.

ARTICLE 14 – HOLIDAYS

14.01 Each full time employee (including employees on a 4/10 or other non-standard work schedule) shall be entitled to eight (8) hours holiday pay on each of the following days declared as official holidays:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Veterans' Day
Independence Day	Day before Christmas
Labor Day	Christmas Day

14.02 HOLIDAY PAY (5 on 2 off Shift) - Whenever any legal holiday falls on a Sunday the following Monday shall be a legal holiday. Whenever any legal holiday falls on a Saturday the preceding Friday shall be a legal holiday. If a holiday falls on an employee's day off, that employee shall receive eight (8) hours of compensatory time off. If an employee is assigned to work on any holiday he/she shall receive, in addition to his/her regular monthly rate of pay, one and one-half (1½) times his/her regular rate of pay for all time worked on the holiday.

14.03 In order to be eligible for holiday pay an employee must be in a paid status on both the regular work day immediately preceding and immediately succeeding the scheduled holiday.

ARTICLE 15 – VACATION

15.01 VACATION EARNINGS - Vacation shall be earned according to the following schedule:

1 through 3 years	8.0 hrs/month
4 through 9 years	10.0 hrs/month
10 through 14 years	12.5 hrs/month
15 or more years	15.0 hrs/month

15.02 Vacation pay shall be calculated in the following manner:

Annual wage/2080 = hourly rate
Hourly rate X hours of vacation requested = vacation pay.

15.03 Employees shall be allowed to accumulate vacation hours up to a maximum of twice (2x) their allowed vacation earnings per year of service. Vacation hours earned after maximum accumulation shall be forfeited; however, they shall not be forfeited if the

accumulation exceeds the maximum through no fault of the employee.

15.04 The manager of each department shall establish a vacation schedule for the department. If two (2) or more employees request vacation for the same day(s), the employee with the greatest seniority in service to the City shall have first choice. Department managers shall submit vacation schedules to the Mayor for approval. Mayoral approval must be granted before a vacation schedule becomes effective. Vacation periods may be granted in a manner causing the least interference with the performance of the regular work within the City. Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City, and, as far as practicable, the preferences of the employees. If two (2) or more employees request vacation for the same day(s) the employee with the greatest seniority in service to the City shall have first choice.

ARTICLE 16 – BEREAVEMENT LEAVE

16.01 In the event of a death in the immediate family, full time employees shall be granted up to three (3) days bereavement leave with pay. This leave shall not be accumulated.

16.02 Additional time off may be requested by the employee and granted by the Departmental Director. Time off for the additional bereavement leave shall be charged against an employee's vacation or compensatory time leave balance at the option of the employee.

16.03 Immediate family is defined to be persons related by blood, domestic partner, or marriage to an employee as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted child, brother, sister, grandchild, and any persons for whose financial or physical care the employee is principally responsible.

ARTICLE 17 – JURY DUTY

Employees who are required by due process of law to render jury service shall receive their pay during such period. If any other payment, besides mileage reimbursement for use of a personal vehicle, is received for jury duty such pay will be reimbursed to the City or deducted from the employee's paycheck.

ARTICLE 18 – SICK LEAVE

18.01 Full time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of 960 hours. Upon the retirement of an employee hired prior to

October 5, 1995, one-third (1/3) of the accumulated sick leave shall be paid. For all employees hired after October 5, 1995, one-fourth (1/4) of the accumulated sick leave shall be paid.

18.02 Regular employees shall become eligible to use sick leave after they have completed six (6) months of continuous employment as a regular employee with the City. Eligible employees shall be granted sick leave pay for the following reasons:

18.02.1 Personal illness or physical or mental incapacity resulting from cause beyond employee's control.

18.02.2 Forced quarantine of the employee in accordance with community health requirements.

18.02.3 Illness of a member of the employee's immediate family. It shall be the responsibility of the employee, with the assistance of the Employer, to file the appropriate paperwork.

18.03 In such event, the employee shall make all reasonable efforts to notify their immediate supervisor, (or in their immediate supervisor's absence, the one shift supervisory) of absence due to illness or injury, the nature and expected length thereof, as soon as possible and in no event later than thirty (30) minutes prior to his/her first regular work shift. A sick slip shall be filled out upon the return of an employee to work. After three (3) consecutive days of sick leave, a doctor's certificate may be required to return to work. Any employee found to have abused the sick leave privilege by falsification or misrepresentation may be subject to corrective action up to and including termination.

18.04 Shared Leave – Regular benefited employees shall be eligible to participate in the City's Shared Leave Plan.

18.05 Sick leave may not be taken in the pay period in which it was earned.

18.06 Leave of Absence – All regular full-time employees who have one (1) year of service with the City are eligible for an un-paid Leave of Absence upon written request to their Personnel Manager and/or Department Director and only with the approval by the Mayor. The Leave of Absence request must be made as far in advance as possible.

Approval of a Leave of Absence is at the City's sole discretion. All terms and conditions of an unpaid leave of absence shall be established in writing by the appointing authority prior to the commencement of the leave. If granted a leave of absence, the employee is required to use all accrued paid time off before the unpaid portion of the leave begins.

Leaves of Absence shall be limited to a maximum of twelve (12) continuous months. Extensions may be granted with approval of the Mayor under extraordinary circumstances.

No vacation or sick leave benefits or any other supplemental benefits shall accrue while an employee is on a leave of absence without pay. The employee shall be allowed to continue insurance coverage through the City's plan by paying the premium, provided such coverage is permitted by the insurance carrier.

An employee must return to work on the date mutually agreed upon, prior to the commencement of the leave. Failure to return to work on the agreed date without prior approval by the Mayor will be treated as a voluntary quit.

ARTICLE 19 – WAGES

19.01 Effective January 1, 2012, employees shall be placed on the appropriate step in the appropriate pay range as provided in Appendix A that reflects their length of service.

19.02 Effective January 1, 2012, employees shall be placed on the appropriate step in the appropriate pay range as provided in Appendix A that reflects an increase of two percent (2%) to the pay range.

19.03 Effective January 1, 2013, employees shall be placed on the appropriate step in the appropriate pay range as provided in Appendix A that reflects an increase of two percent (2%) to the pay ranges.

19.04 Effective January 1, 2014, employees shall be placed on the appropriate step in the appropriate pay range as provided in Appendix A that reflects an increase of one percent (1%) to the pay ranges above.

19.05 The City and the Union agree to meet no later than September 1st, 2013 for an economic opener, to negotiate over wages and benefits for the years 2014 and 2015 of this Agreement. It is agreed that no reductions to any hourly rates will be implemented during the term of this Agreement as a result of the process described in this paragraph.

ARTICLE 20 – LONGEVITY

20.01 Full time employees covered by this Agreement shall receive the following longevity compensation in addition to their base rate of pay:

20.01.1 Three (3) years of service through four (4) years of service: Thirty five dollars (\$35) per month.

ARTICLE 15 – VACATION

15.01 Vacation Earnings - Vacation shall be earned according to the following schedule:

1 through 3 years	8.0	hours/month
4 through 9 years	12	hours/month
10 through 14 years	14	hours/month
15 or more years	16	hours/month

15.02 Vacation pay shall be calculated in the following manner:

Annual wage/2080 = hourly rate
Hourly rate X hours of vacation requested = vacation pay.

15.03 Employees shall be allowed to accumulate vacation hours up to a maximum of twice their allowed vacation earnings per year of service. Vacation hours earned after maximum accumulation shall be forfeited, however, they shall not be forfeited if the accumulation exceeds the maximum through no fault of the employee. Prior to any action to consider forfeiture of vacation hours in excess of the maximum, the City shall provide thirty (30) days grace period for the employee to potentially utilize vacation hours to reduce their bank to under the maximum.

15.04 The Chief of Police/Public Safety Director shall establish a vacation schedule for the department. If two (2) or more employees request vacation for the same day(s), the employee with the greatest seniority in service to the City shall have first choice. The Chief of Police/Public Safety Director shall submit vacation schedules with the Mayor for approval. Mayoral approval must be granted before a vacation schedule becomes effective. Vacation periods may be granted in a manner causing the least interference with the performance of the regular work within the City.

15.05 Two (2) days notice is required prior to requesting one (1) day of vacation. Two (2) weeks notice is required prior to requesting two (2) days or more of vacation.

ARTICLE 16 – BEREAVEMENT LEAVE

16.01 In the event of a death in the immediate family, full time employees shall be granted up to three (3) days bereavement leave with pay. This leave shall not be accumulated.

16.02 Immediate family is defined to be persons related by blood, domestic partner relationship or marriage to an employee as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, legal parent/guardian, legally adopted child, brother,

sister, grandchild, in-laws and any persons for whose financial or physical care the employee is principally responsible for.

ARTICLE 17 – JURY DUTY

Employees who are required by due process of law to render jury service shall receive their pay during such period. If any other payment, besides mileage reimbursement for use of a personal vehicle is received for jury duty, such pay will be reimbursed to the City or deducted from the employee's paycheck.

ARTICLE 18 – SICK LEAVE

18.01 Full time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of nine hundred sixty (960) hours. Upon the retirement of an employee one-third (1/3) of the accumulated sick leave shall be paid.

18.02 Any employee eligible for sick leave with pay shall be granted such leave for the following reasons:

18.02.1 Personal illness or physical or mental incapacity resulting from causes beyond employee's control.

18.02.2 Forced quarantine of the employee in accordance with community health requirements.

18.02.3 Illness of a member of the employee's immediate family. It shall be the responsibility of the employee, with the assistance of the Employer, to file the appropriate paperwork.

18.03 A sick slip shall be filled out upon the return of an employee to work. After three (3) consecutive days of sick leave, a doctor's certificate may be required to return to work. Any employee found to have abused the sick leave privilege by falsification or misrepresentation may be subject to corrective action up to and including termination.

ARTICLE 19 – WAGES

19.01 The wage schedule shall be as listed in Appendix A, Section A.1, of this Agreement.

19.02 The wage schedule of Section A.1, shall be amended, effective July 1, 2011 by an increase of one percent (1%).



TO: City Council Members
FROM: Mayor Guier
MEETING DATE: March 16, 2015
SUBJECT: Civil Service Appointment

ATTACHMENTS: Application of Mr. Stacey Jackson, Sr.

Previous Council Review Date: N/A

Summary: As there is a vacancy on the Civil Service Commission, Mayor Guier is recommending the appointment of Mr. Stacey Jackson, Sr.

Recommendation: Mayor Guier recommends his appointment.

Motion for Consideration: I move to confirm the appointment of Mr. Stacey Jackson, Sr. to the Civil Service Commission for a term ending December 31, 2015.

Budget Impact:

Alternatives:



CITY OF PACIFIC
100 3RD AVE SE
PACIFIC, WA 98047

RECEIVED
CITY OF PACIFIC
FEB 05 2015
COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

APPLICATION FOR BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

 Planning Commission Park Board Lodging Tax Committee X Civil Service Commission

NAME: Mr. Stacey Jackson Sr DATE: 2-3-15

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]
WORK PHONE: [REDACTED]

CITY RESIDENT? YES NO HOW LONG? 8yrs REGISTERED VOTER? YES NO
(YOU ARE A RESIDENT IF YOU RESIDE WITHIN THE PACIFIC CITY LIMITS)

NAME AND ADDRESS OF EMPLOYER (& type of business):
Westin Hotel Downtown Seattle Hotel (23yrs)

EDUCATIONAL BACKGROUND (include year of graduation and any degrees obtained):
Class of 1983 Nathan Hale High

PROFESSIONAL EXPERIENCE: My Experience is Working well with People within Small or large Groups.

ORGANIZATION AFFILIATIONS: Here Local # 8

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?
Just love Helping People!

GENERAL REMARKS:

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK
100 3RD AVE SE
PACIFIC, WA 98047

Mr. Stacey Jackson Sr
SIGNATURE



Agenda Bill No. 15-046

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: March 16, 2015
SUBJECT: Professional Council Photographs

ATTACHMENTS:

Previous Council Review Date: N/A

Summary:

Bonnie King Photography has been contacted to take professional photos of City Council. The session would take place at City Hall and includes:

- Session fee for head shots
- Editing and retouching, as necessary
- Eight 8 x 10 color photos on archive quality paper stock (more could be purchased at regular prices from her website)
- Tax & shipping
- Once photo choices are made and with permission of the individuals, they will also be available in an online gallery on the website for viewing, sharing via email and/or for additional purchases.

If for some reason, a councilmember is not available the day of the shoot, she would ask that they come to her studio and there would be no additional fee. If that can't be done and she needs to make a second trip, she will charge another session fee of \$100.

She is available the second and fourth Monday evenings for March and April.

Recommendation/Action: Mayor Guier recommends approval of this purchase.

Motion for Consideration: "I move to. approve the expenditure of \$200 with Bonnie King Photography for professional City Council photos."

Alternate Motion: "I move to approve an expenditure up to \$300 with Bonnie King Photography for professional City Council photos."