



CITY OF PACIFIC
Office of City Clerk/Personnel Manager

December 3, 2013

PUBLIC NOTICE

CHANGE OF MEETING TIME

Please be advised that there will be a change of meeting time of the regularly scheduled Pacific City Council meeting to be held on December 23, 2013.

The meeting will be held at 5:00 p.m. on December 23, 2013,

at Pacific City Hall, Council Chambers, 100 3rd Avenue SE, Pacific, WA.

The next regularly scheduled workshop will be on January 6, 2014, at 6:30 p.m.

Amy Stevenson-Ness
City Clerk/Personnel Manager



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

December 23, 2013
Monday

Regular Meeting
5:00 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. AUDIENCE COMMENT**
(Please limit your comments to 3 minutes for items not up for public hearing. When recognized by the Mayor, please state your name and address for the official record. It is asked that you do not speak on the same matter twice.)
- 5. REPORTS**
 - A. Mayor**
 - B. Finance**
 - C. Court – Report Attached**
 - D. Public Safety Department – Report Attached**
 - E. Public Works/Community Development Departments**
 - F. Community/Senior/Youth/Services**
 - G. City Council Members**
 - H. Boards and Committees**
 - i. Park Board**
 - ii. Public Works**
 - iii. Civil Service**
 - iv. Planning Commission**
 - v. Human Services Committee**
 - vi. South County Area Transportation Board (SCATBd)**
 - vii. Pierce County Regional Council (PCRC)**
 - viii. SCA**
 - ix. VRFA**
- 6. OLD BUSINESS**
 - A. Resolution No. 2013-095:** authorizing the mayor to execute Amendment No. 1 to Contract No. 01COP11 with King County Institutional Network to extend the contract through March 31, 2014.
- 7. NEW BUSINESS**
 - A1. Resolution No. 2013-096:** Authorizing the mayor to execute an interlocal agreement with Association of Washington Cities' Risk Management Service Agency for the City to join the RMSA risk pool.

A2. Resolution No. 2013-097: approving an addendum to the interlocal agreement with AWC's RMSA

8. CONSENT AGENDA

(The Mayor shall place matters on the Consent Calendar which are so routine or technical in nature that passage is likely.)

A. Claim Voucher & Payroll Approval

B. Approval of the minutes from the November 25, 2013 regular meeting and December 2, 2013, workshop.

9. ADJOURN

Council may add and take action on 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.cityofpacific.com or by contacting the City Clerk's office at (253) 929-1105.



Agenda Staff Report

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk
MEETING DATE: December 23, 2013
SUBJECT: I-Net Contract Amendment 1 with King County Institutional Network

ATTACHMENTS: **Resolution 2013-095
Amendment No. 1 to Contract No. 01COP11**

Previous Council Review Date: N/A

Summary: Our current King County I-Net contract is due for renewal on 12/31/2013. Over the last year, I-Net has been working to revise our current contract to reflect additional service offerings that are now available to the City of Pacific. They will be sending the new contract soon and feel that additional time will be needed for review before the new contract is implemented. In order to allow for the additional time, the attached Amendment No. 1 extends our current contract through 03/31/2014.

Recommendation/Action: Approval of Amendment 1 with King County Institutional Network

Motion for Consideration: I move to adopt Resolution 2013-095 authorizing the mayor to execute Amendment No. 1 to Contract No. 01COP11 with King County Institutional Network to extend the contract through March 31, 2014.

Budget Impact: There is no financial impact in executing this amendment

Alternatives:

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2013-095

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KING COUNTY FOR I-NET SERVICES

WHEREAS, the City currently connects to the Internet and our e-mail provider via King County I-Net (Institutional Network); and

WHEREAS, I-Net is a fiber optic network which connects more than 300 public facilities in King County used for data, voice, and video communications; and

WHEREAS, I-Net is a method to share information and ideas between schools, cities, counties, state of Washington, fire stations, police departments, hospitals, non-profit & research institutions, libraries, and the public across a private fiber network; and

WHEREAS, the current contract between the City of Pacific and King County I-Net is for a period through December 31, 2013; and

WHEREAS, King County I-Net is revising the I-Net contract to reflect additional service offerings that are now available to the City of Pacific; and

WHEREAS, King County I-Net desires to extend the current contract through March 31, 2014, to allow the City of Pacific ample time to review the proposed contract;

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

Section 1. The Mayor is authorized to execute Amendment No. 1 to Contract No. 01COP11 extending the contract for I-Net services to the City of Pacific to March 31, 2014, attached hereto 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 x DAY OF DECEMBER, 2013.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS CITY CLERK

APPROVED AS TO FORM:

KENYON LUCE, CITY ATTORNEY

**Contract No. 01COP11
Amendment No. 1
between
King County, Washington and City of Pacific,
for
Institutional Network (I-Net) Services**

This Amendment Number 1 ("Amendment") to the Institutional Network Services Agreement is between King County, Washington (hereinafter "County"), with its principal place of business at 401 5th Avenue, Suite 600, Seattle, WA and City of Pacific, with its principal place of business at 100 3rd Ave. SE, Pacific, WA (hereinafter "Customer"), collectively the "Parties".

WHEREAS, County and Customer desire to modify the underlying Agreement to:

NOW, THEREFORE, in consideration of the foregoing recital and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing as follows:

1. **DELETE** "5. Term of Contract" in its entirety and **REPLACE** with:

5. Term of Contract

This Contract is effective upon execution of Amendment No. 1 by both Parties, and Shall remain in effect until March 31, 2014, subject to: (a) the terms and conditions of the County's franchise agreements with Comcast, WAVE, and any other franchisees and related I-Net lease agreements and obligations, as amended or renewed, and (b) the Parties termination rights under *Attachment F – Termination*. Thereafter, this Contract may be renewed upon execution of an amendment that may include a revised *Attachment A, Attachment G, Attachment H, Attachment K* and/or *Attachment N* for additional three (3) year terms.

2. **DELETE** "Attachment A – Thru 12/31/2013" in its entirety and **REPLACE** with the following "Attachment A – Sites Covered Thru 3/31/14, revised 12/12/13".
3. **DELETE** "Attachment E – Key Persons" in its entirety and **REPLACE** with the following "Attachment E – Key Persons, revised 12/12/13".
4. **DELETE** "Attachment G – Thru 12/31/2013" in its entirety and **REPLACE** with the following "Attachment G – Service Offerings Thru 3/31/14, revised 12/12/13".
5. **NO OTHER AMENDMENTS.** Except as provided herein, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS, THEREOF, the Parties have executed this Amendment No. 1.

KING COUNTY	CITY OF PACIFIC
Print Name:	Print Name:
Signature:	Signature:
Title: King County Executive	Title:
Date:	Date:

Attachment A – Sites(s) Covered Thru 3/31/14, revised 12/12/13

All Site and contact data will be maintained by I-Net Operations. Customer Shall report changes in contact personnel or location data to I-Net management. The Contracted Site Services & Monthly Fees table below identifies Service Type and Bandwidth (Svc Type & BW), Site ID (number), Site Name, Site Address, City, Site Contact, CPE Device, Hub, Demarcation Point, and monthly cost for each Site covered under this Contract. I-Net owns all CPE devices installed at Customer Sites. See *Attachment G – Service Offerings* for a description of service offerings.

I-Net fiber is reserved for I-Net use only, to support delivery of I-Net services to the Sites specified below.

Service Offering Summary

1. Internet Bandwidth (IB)	2. Transport Bandwidth (TB)
3. Support Services - Platinum, Gold, Silver, Bronze	4. T1 Connection (T1)
5. Additional Internet Bandwidth (AIB)	6. Additional Transport Bandwidth (ATB)
7. Additional IPV4 Addresses (AIP)	8. Professional Services: Network Engineering Service (NES) Solution Architecture (SA) Project Management Service (PMS) Support Surcharge (SS)
9. Data Center Services (See Attachment O)	

Contracted Site Services & Monthly Fees

Svc Type & BW	Site ID	Site Name	Site Address	City	Site Contact	CPE Device	Hub	Demarcation Point	Monthly Fee
IB 40	7046	City of Pacific	100 3 rd Ave SE	Pacific	Amy Stevenson-Ness		Federal Way	Kitchenette	\$375.00
TOTAL Monthly Fees:									\$375.00

Installation Costs (Non-Recurring)

			Contract No. 01COP11
*Provision Fees	Per Site	\$1,900	
Additional Site Provisioning Cost(s) Site Visit Required	Per Site	\$320	
Additional Services – No Site Visit Required	\$ 150 per hour	Per hour	
Total Non-Recurring Costs			N/A

* Provision Fees include \$1,500 for ADVA FSP150CC 206V (1Gig) Hardware and \$400 for Provisioning Services. A quote for a FSP150CC XG210 (10Gig) hardware is available by request.

Attachment E - Key Persons, revised 12/13/13

The Customer's Primary Contact and the Technical Contact listed below Shall have authority on behalf of the Customer to request and approve all of its network connections to other I-Net agencies or external agencies and to add, delete or modify services and Sites, including both cost and no-cost changes. The Primary and Technical Contacts are lead on all technology and troubleshooting issues regarding I-Net services.

All change requests must be submitted using *Appendix B - I-Net Connectivity Change Request Form* by either the Primary Contact or the Technical Contact. No changes will be made to the Customer's service configuration without approval from the Primary Contact or the Technical Contact and King County. URL to Change Request Form: <http://www.kingcounty.gov/inet>

The Customer's Finance Contact Shall be the primary contact for all invoicing and billing issues.

The Customer's Contracts Contact Shall be the primary contact for all contractual issues and contract changes/amendments.

The Customer's Site Access Contact Shall provide physical access for the County to the I-Net equipment at an individual Site. This contact is listed in *Attachment A - Site(s) Covered*.

The Customer Shall provide updated information to the County I-Net Management contact via email within five (5) business days should this contact information change. Contact information updates do not require an amendment via change order.

KING COUNTY	CITY OF PACIFIC
I-Net Management Contact: Darryl Hunt, I-Net Business Manager 401 5th Avenue, Seattle, WA 98104, 7th Floor Phone: 206-263-7890 E-mail: Darryl.Hunt@kingcounty.gov	Primary Contact: Amy Stevenson-Ness, City Clerk 100 3 rd Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: astevenson-ness@ci.pacific.wa.us
I-Net Technical Contact: Ed McPherson, I-Net Architect 401 5th Avenue, Seattle, WA 98104, 7th Floor Phone: 206-263-7938 Email: Ed.McPherson@kingcounty.gov	Technical Contact: Scott Kolzow, City of Auburn IT 100 3 rd Avenue SE, City of Pacific, WA 98047 Phone: 253-804-5088 E-mail: skolzow@auburnwa.gov
Invoicing/Payments: Ashley Byrd, Project Program Manager 401 5th Avenue, Seattle, WA 98104, 6th Floor Phone: 206-263-7894 E-mail: Ashley.Byrd@kingcounty.gov	Finance Contact: Richard Gould, Finance Director 100 3 rd Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: rgould@ci.pacific.wa.us
Contracts/Amendments: Marilyn Pritchard, Sr. IT Contracts Specialist 401 5th Avenue, Seattle, WA 98104, 6th Floor Phone: 206-263-7961 E-mail: Marilyn.Pritchard@kingcounty.gov	Contracts Contact: Amy Stevenson-Ness, City Clerk 100 3 rd Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: astevenson-ness@ci.pacific.wa.us
Data Center: Data Center Manager 3355 S. 120th Place, Tukwila, WA 98168 Phone: 206-263-8058	Help Desk Phone: E-mail:

Attachment G - Service Offerings Thru 3/31/14, revised 12/12/13

The following is a list of current service offerings and their definitions. Consult *Attachment K - I-Net Rate Card* for pricing.

Basic Services

1. Internet Bandwidth (IB):

The Internet Bandwidth service provides a base Bandwidth of 40Mbps. Additional Bandwidth of up to 1Gbps can be purchased in increments of 10Mbps for an additional monthly fee. Bandwidth rate limits are applied.

2. Transport Bandwidth (TB):

Transport Bandwidth is a point-to-point connection between two facilities and is subject to service availability. It provides service at a base Bandwidth of 100Mbps. Additional Bandwidth up to 10Gbps can be purchased in increments of 100Mbps or 1Gbps increments for an additional monthly fee.

3. Support Services

In addition to the basic service above, the Customer Shall select a support package (Platinum, Gold, Silver or Bronze). Each package provides a different level of service and a separate rate, as described below:

Support Svcs	Platinum	Gold	Silver	Bronze
IPV4 Addresses	32	16	8	2
EVC (1 additional)	Included	Optional	Optional	n/a
IGN Connection	Included	Included	Included	n/a
QoS* (4 CoS)	included	included	best effort	best effort
Technical Support	24X7, 365	24X7, 365	24X7, 365	8X5
Maintenance	Included	Included	Included	Included
DNS Mgmt	Included	Included	Included	Included

Descriptions

- **EVC:**
An Ethernet Virtual Connection (EVC) is defined by the Metro-Ethernet Forum (MEF) as an association between two or more user network interfaces that identifies a point-to-point or multipoint-to-multipoint path within the service provider network. An EVC is a conceptual *service pipe* within the service provider network. One EVC comes standard with Basic Service.
- **IGN Connection:**
The Inter-Governmental Network (IGN) is the common data network used to connect to state agencies, counties, and cities with known end points, managed gateways, and applications. The existing IGN is maintained by King County Network Services and is connected to the Washington State Department of Information Systems (DIS) state-wide IGN. I-Net provides network transport to gain access to this network. Municipalities, public health agencies, and law enforcement agencies are able to access applications and share data with other state and local government agencies within the I-Net network. Customers connecting to the IGN must adhere to security guidelines published by Washington State Consolidated Technology Services (CTS) that pertain to this network. This IGN service is bundled with the I-Net ISP service.
- **QoS:**
Quality of Service (QoS) is the ability to provide different levels of priority to

different applications, users, or data flows, or to guarantee a certain level of performance to a data flow.

- **Technical Support - 8X5:**
Support is provided Monday through Friday during regular, daytime hours of 8 a.m. to 5 p.m., except on County Holidays. The targeted initial response time will be thirty (30) minutes. Problem resolution begins no more than two (2) hours after the initial report. Work on problems will continue within these daytime hours, as needed. If work is required outside of daytime hours, work shall be escalated by the Customer and with approval of I-Net management.
- **Technical Support - 24X7, 365:**
Support is provided 24 hours a day, 7 days a week, every day of the year. The targeted initial response time will be thirty (30) minutes. Problem resolution begins no more than two (2) hours after the initial report. Problem resolution work will continue until resolved.
- **DNS Registration and Hosting:**
I-Net provides domain registration services to its customers. Only the designated registrar may modify or delete information about domain names in a central registry database. Registration of a domain name establishes a set of Start of Authority (SOA) records in the DNS servers of the parent domain, indicating the IPV4 address (or domain name) of DNS servers that are *authoritative* for the domain.

Additional Services

4. T1 Connection (T1):

A dedicated connection supporting legacy data and voice applications at a fixed rate of 1.544 Mbps. This service is usually for multiple-site agencies that have legacy T1 line ports between their facilities used to serve voice applications such as PBXs. T1 line ports can also be provided that connect between two participating agencies. Fractional T1 service is also available where individual channels may be directed to different sites. The interface is an RJ-48X connector from the I-Net edge equipment.

5. Additional Internet Bandwidth (AIB):

I-Net offers additional Internet bandwidth upon the Customer's request and County approval. Additional bandwidth of up to 1Gbps can be purchased in increments of 10 or 100Mbps for an additional monthly fee.

6. Additional Transport Bandwidth (ATB):

I-Net offers additional Transport Bandwidth upon Customer request and County approval. Additional bandwidth of up to 10Gbps can be purchased in increments of 100Mbps for an additional monthly fee.

7. Additional IPV4 Addresses Option (AIP):

Customers have the option of purchasing additional blocks of non-portable IP addresses from King County's Class B address space 146.129.x.x. The blocks come in quantities of 16. The County cannot guarantee contiguous IPV4 addresses when additional addresses are purchased, unless agreed to in writing by the County.

8. Professional Services

Professional Services is meant to be a range of specialized services oriented toward helping Customers make the best use of the I-Net. The scope, duration and rates will vary as well as the skill sets of professionals involved. Here are some examples:

- a) **Network Engineering Service (NES):**
This is work developing specialized network solutions to fit the Customer's needs related to I-Net services. Rates will vary depending upon the duration of the work, and may be invoiced on an hourly or per job basis. The typical rate for in-house staff is \$80/hr. Outside resources will normally demand a higher rate, up to \$150/hr or more. This service is subject to staff availability.
- b) **Solution Architecture (SA):**
This architecture work is to aid in adapting and scaling applications to operate optimally in an I-Net enabled network environment. The hourly consultation shall be at a rate that reasonably captures the County's cost. This may entail using in-house staff.
- c) **Project Management Service (PMS):**
This service will provide overall management of work needed prior to installation of I-Net services. This service has traditionally focused on managing construction tasks necessary to deliver fiber optic media. Other related project management tasks may be considered. Charges for the service will be a fixed percentage of the estimated total project cost.
- d) **Support Surcharge (SS):**
This is a fee charged when a trouble call results in the dispatch of support staff to a Customer site and the cause of trouble is found to be the responsibility of the Customer. The Customer Shall be charged at the rate specified in *Attachment A – Sites Covered*, no less than one (1) hour minimum.

Engineers will work with the Customer's Technical Contact to design the service and provisioning for the Customer's Site(s). Typically, the device installed at a Site will be a CPE providing one or more 100/1000 Mbps Ethernet connections. All installed equipment remains the sole property of the I-Net.

I-Net provides initial configuration and installation of its equipment and service, including customization of services. All I-Net installed equipment whether at a Customer's Site or not, remains the sole property of the I-Net.

I-Net will only provide transport from suburban cities to KC/IGN and will not be involved with application incidents and issues.

If a network engineer is dispatched to solve an incident and the incident is determined to be that of the Customer, a service call charge will be invoiced.



Agenda Staff Report

TO: Mayor Guier and City Council Members

FROM: Amy Stevenson-Ness, City Clerk

MEETING DATE: December 23, 2013

SUBJECT: Authorizing the Mayor to execute an interlocal agreement with AWC RMSA for risk pool insurance coverage

ATTACHMENTS: **Resolution 2013-096**
Resolution 2013-097
AWC RMSA Interlocal Agreement
Addendum to Interlocal Agreement

Previous Council Review Date: 12/09/13, 12/16/13

Summary: The City desires to join the Association of Washington Cities Risk Management Service Agency's Risk Management pool. On November 20, 2013, the RMSA Board of Directors met and discussed the possibility of Pacific joining the RMSA. At that meeting it was decided that the matter needed to be reviewed by the RMSA Operations Committee. On December 11, 2013, the RMSA Operations Committee met to discuss and ultimately recommend to the Board of Directors the City's membership in the Pool with an addendum to the Interlocal Agreement outlining certain requirements the City's officials and staff must agree to meet in order to move forward with membership. On December 18, 2013, the Board of Directors approved the City's membership in the AWC RMSA Program.

According to Derek Bryan, the RMSA Program Director, "Both the AWC RMSA staff and the Board feel the City has shown significant improvement, is heading in a positive direction, and has shown a sincere interest in finding assistance and resources through the AWC RMSA."

Recommendation/Action: It is recommended that the Council adopt: Resolution No. 2013-096, securing risk pool membership with AWC's RMSA; and Resolution No. 2013-097 approving the addendum to the interlocal agreement with AWC's RMSA

Motion for Consideration: Each item needs to be approved individually on its own resolution.

A1: I move to adopt Resolution No. 2013-096, authorizing the Mayor to execute an interlocal agreement with AWC RMSA for membership in the Risk Management pool effective January 1, 2014.

A2: I move to adopt Resolution No. 2013-097 authorizing the Mayor to execute an addendum to the interlocal agreement with AWC RMSA.

Budget Impact: \$163,072 representing a significant savings compared to the city's current coverage

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2013-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, REGARDING MEMBERSHIP IN THE ASSOCIATION OF WASHINGTON CITIES (AWC) RISK MANAGEMENT SERVICE AGENCY (RMSA)

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) is a municipal self-insurance pool formed January 1, 1989, under RCW 48.62 to provide pooled property and liability insurance coverage to participating members of the AWC; and

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) offers pooled self-insurance providing cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

WHEREAS, the City of Pacific has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, and coverages; with legal counsel for compliance with the Charter and Ordinances; or both, of the City of Pacific; and

WHEREAS, the City of Pacific concludes that membership in the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

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

Section 1. The Pacific City Council hereby agrees to enter into and abide by the Interlocal agreement, which, along with this Resolution, constitutes a contract between the City of Pacific and the AWC RMSA, Exhibit A.

Section 2. The City of Pacific will become a member starting **January 1, 2014.**

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KENYON LUCE, CITY ATTORNEY

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

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**INTERLOCAL AGREEMENT:
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY**

PREAMBLE

THIS AGREEMENT is made and entered into in the State of Washington by and among the members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement. Said Members are sometimes referred to herein as "Parties".

RECITALS

WHEREAS, Ch. 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a joint protection program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

**ARTICLE 1
Definitions**

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides third party administration (TPA) services to the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Assessment"** shall mean the moneys paid by the members to the Agency.
- 1.4 **"Association"** shall mean the Association of Washington Cities.
- 1.5 **"Board of Directors"** or "Board" shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.

- 1.6 **“Claims”** shall mean demands made against the Agency arising out of occurrences which are within the Agency's Joint Protection Program as developed by the Board of Directors.
- 1.7 **“Excess insurance”** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.8 **“Fiscal Year”** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.9 **“Insurance”** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.10 **“Joint Protection Program”** shall mean the program established by the Board of Directors and intended to address the general operation of the Agency.
- 1.11 **“Local Governmental Entity”** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.12 **“Operating Committee”** shall mean the standing committee of the Agency.
- 1.13 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by Counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.

ARTICLE 2
Purposes

- 2.1 This Agreement is entered into by the Members to provide for self-insurance pooling and/or the economical purchase of primary Insurance and/or Excess Insurance coverage for all forms of Insurance available or required by law for Local Governmental Entities and for which state law authorizes the formation of pooling organizations to provide such Insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Services Agency, to direct and administer a Joint Protection Program wherein the Members will engage in certain activities, including but not limited to the following:
 - 2.1.1 Pool their losses and Claims;
 - 2.1.2 Jointly purchase Excess Insurance; and
 - 2.1.3 Jointly purchase administrative and other services including:
 - 2.1.1.1 Claims adjusting;
 - 2.1.1.2 Data processing;
 - 2.1.1.3 Risk management consulting;
 - 2.1.1.4 Loss prevention;

2.1.1.5 Legal; and

2.1.1.6 Miscellaneous related services.

2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and members of the Agency, subject to approval by the Board of Directors.

2.3 It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Agency may, at the discretion of its Directors, contract with non-member Local Government Entities in the State of Washington.

Article 3 Agency Offices

3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 South Franklin, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4 Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5 Term of Agreement

This Agreement shall become effective on January 1, 2010, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6 Financial Obligations of Agency

Pursuant to Ch. 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any party to this Agreement.

ARTICLE 7 Powers of the Agency

7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

7.1.1 Contract or otherwise provide for risk management and loss control services;

- 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of Directors
There shall be seven (7) Directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by Directors
Each Director shall sign a document accepting their appointment as Director and agreeing to abide by the terms and provisions of this Interlocal Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
 - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.

The Board shall receive and review periodic accountings of all funds of the Agency.
 - 8.4.3 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the assessment rate to be charged to the members of the Agency.
 - 8.4.4 The Board shall review, modify if necessary, and approve the Joint Protection Program (JPP), which identifies Agency and Member coverages, the Agency's Bylaws, and manuals.

- 8.4.5 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
- 8.4.6 The Board shall determine and select all necessary Insurance, including Excess Insurance, necessary to carry out the Joint Protection Program of the Agency.
- 8.4.7 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an administrative agent, claims adjusting, loss control, risk management consulting services, independent actuary services, independent claims auditing services, and general counsel.
- 8.4.8 The Board shall have such other powers and functions as are provided for in this Agreement or those which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

**ARTICLE 9
Operating Committee**

The Operating Committee shall consist of nine (9) representatives from Member entities participating in the Agency. All members of the Operating Committee shall be appointed officials not elected officials. It is the Board's intent that the committee assists the Board and/or the Administrative Agent, with the operations of the Agency and to keep the Board advised on all aspects of Agency operations including professional standards.

**ARTICLE 10
Coverage**

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may arrange purchase of a group policy for Members interested in obtaining additional types or limits of coverage at additional cost to those participating Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

**ARTICLE 11
Bond Requirements**

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

**ARTICLE 12
Responsibility of the Agency**

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage and other insurance, such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;

- 12.3 Provide loss prevention, safety, and consulting services to Members as required;
- 12.4 Provide Claims adjusting and subrogation services for Claims covered by the Agency's Joint Protection Program;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and Insurance provisions;
- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the administrative agency, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW 48.62 and WAC 82-60; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13
Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Agency members must maintain membership in the Association of Washington Cities.
- 13.2 Each member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency as to risk management.
- 13.3 Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Agency concerning the development and implementation of a loss control policy to prevent unsafe practice(s).
- 13.4 Each Member shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Agency's loss reporting system.
- 13.5 Each Member shall promptly pay its assessment and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any additional assessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the Joint Protection Program under this Agreement.

- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, rules, and regulations adopted by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with investigations, making settlements, and defense or prosecution of suits; cooperate and assist the Agency in enforcing any right of contribution, indemnity or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, interlocal agreement or the Joint Protection Program (JPP); attend hearings and trials and assist in the securing and giving evidence and obtaining the attendance of witnesses; use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.

ARTICLE 14 New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement, and to the Joint Protection Program. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Directors shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their assessment.

ARTICLE 15 Defense of Agents

For purposes of this article, "agent" means any person who is or was: a Director, an Operating Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.

- 15.1 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16 Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of any Fiscal Year, provided it has given the Agency a 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where it presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the

Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.

ARTICLE 17
Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Joint Protection Program upon a motion approved by three-quarters (75%) vote of the entire Board of Directors. The Board of Directors may, prior to taking action on such a motion, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including failure to: comply with a written condition, disregard of safety or risk management standards, noncompliance with any provision of this Interlocal and/or the Bylaws of the Agency.
- 17.2 Any Member so cancelled shall be given one hundred eighty (180) days notice prior to the effective date of the cancellation. Any Member so cancelled shall have a period of up to six (6) months coverage under the terms of this or may affect alternate insurance or self-insurance arrangements if it so desires. Any Member so cancelled shall be treated as if it had voluntarily withdrawn.

ARTICLE 18
Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same.
- 18.2 No Member by withdrawing shall be entitled to payment or return of any assessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal of any Member shall not terminate its responsibility to contribute its share or assessment or funds to any fund or Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 Any withdrawing or terminated Member shall not be permitted to rejoin the Agency for a period of three (3) years.

ARTICLE 19
Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such winding up and liquidation, including the power to require Members, including those which are Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional assessment shall be determined and thereafter adjusted, if necessary.

- 19.2 Upon termination of this Agreement, all assets of the Agreement shall be distributed only among the parties that are Members of the Joint Protection Program, in accordance with and proportionate to their cash payments and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of winding up and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws and Manual

The Board has developed Agency Bylaws and a policy and procedure manual that governs the day-to-day operations of the Agency. Each Member shall receive a copy of any Bylaws, policy statement, or manual developed under this Article.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of three-quarters (75%) of all Members of the Agency.

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not

affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

**ARTICLE 26
Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE 27
Signature in Counterparts**

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

**ARTICLE 28
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a certified copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

By _____
Michael McCarty, AWC CEO

By _____
Signature

_____, Mayor
(Printed name)

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2013-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, REGARDING THE ADDENDUM TO THE INTERLOCAL AGREEMENT FOR MEMBERSHIP IN THE ASSOCIATION OF WASHINGTON CITIES (AWC) RISK MANAGEMENT SERVICE AGENCY (RMSA)

WHEREAS, the City of Pacific had expressed interest in, and has become a signatory to the AWC RMSA Interlocal Agreement for risk management, group self-insurance and group insurance purchasing; and

WHEREAS, the City of Pacific has struggled of late with numerous employment and other administrative related matters which has resulted in a high number of claims, lawsuits and negative publicity; and

WHEREAS, the City of Pacific has recently undergone significant administrative changes and has shown significant administrative improvements and genuinely desires to continue in a positive direction; and

WHEREAS, the City of Pacific has pledged to utilize the assistance and resources offered through AWC RMSA to continue making significant efforts toward risk reduction and a decrease in claims and litigation;

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

Section 1. The Pacific City Council hereby agrees to enter into and abide by the Addendum to the Interlocal agreement between the AWC RMSA and the City of Pacific, attached as Exhibit A.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KENYON LUCE, CITY ATTORNEY

**ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
AND
THE CITY OF PACIFIC**

This agreement is made and entered into by and between the Association of Washington Cities Risk Management Service Agency (hereinafter referred to as "**AWC RMSA**") and the City of Pacific, located in King County, Washington (hereinafter referred to as "**CITY**"), and collectively referred to as the "Parties". This AGREEMENT does not replace or supplant, but is supplemental to, the Interlocal Agreement entered into between AWC RMSA and the CITY.

RECITALS

WHEREAS, the CITY had expressed interest in, and has become a signatory to the AWC RMSA Interlocal Agreement for risk management, group self-insurance and group insurance purchasing; and

WHEREAS, the CITY has struggled of late with numerous employment and other administrative related matters which has resulted in a high number of claims, lawsuits and negative publicity; and

WHEREAS, the CITY has recently undergone significant administrative changes and has shown significant administrative improvements and genuinely desires to continue in a positive direction; and

WHEREAS, the CITY has pledged to utilize the assistance and resources offered through AWC RMSA to continue making significant efforts toward risk reduction and a decrease in claims and litigation; and;

WHEREAS, it is the goal of the AWC RMSA to provide every city and town in Washington State with the assistance and resources necessary to manage risk and better enhance and control their insurance programs and coverages;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements hereinafter contained, the Parties agree as follows:

1. All new clerks, secretaries and/or appointed risk managers responsible for claim submission will complete the AWC RMSA Claims training within six (6) months of the CITY's membership or appointment to the position.
2. Any contract or interlocal agreement having third party indemnification clause(s), or having insurance coverage provision(s) shall be forwarded to the AWC RMSA for review in advance of adoption by the governing body of the CITY.
3. Any newly elected/appointed mayor and full council, board member or commissioner of the CITY shall attend an AWC Elected Officials Essentials or AWC RMSA elected officials training within six (6) months of taking office.
4. The CITY Council and any board or commission shall receive follow-up elected officials training at least every four (4) years.

5. Members of the Civil Service Commission and the Park Board shall complete the AWC RMSA training, *Being an Effective Board Member*.
6. Within three (3) months of membership, or by March 31, 2014, the CITY's Personnel Policies & Procedures manual or handbook shall be provided to AWC RMSA for review and shall be reviewed at least every three (3) years by an attorney who specializes in Employment Practices Liability. The date of the most recent review and the name of the attorney who reviewed the personnel policies and procedures shall be provided to AWC RMSA.

The CITY may utilize the free AWC RMSA HR Helpline template or the AWC RMSA Employee Manual Template to meet this requirement.

7. Within three (3) months of membership, or by March 31, 2014, the CITY will provide AWC RMSA with a Professional Staff Retention/Recruitment Plan. This Plan shall include:
 - The CITY's recruitment process
 - The CITY's job descriptions including qualifications for key management personnel
 - The CITY's new employee orientation and training programs
 - The CITY's employee evaluation process
 - The CITY's disciplinary and termination process

8. The CITY shall contact AWC RMSA prior to taking any personnel action which may result in the termination of any employee, supervisor or department head.

If the CITY fails to meet this requirement, or fails to follow the advice or recommendations of AWC RMSA or an attorney assigned by AWC RMSA, and the personnel action results in a claim and/or suit, the CITY shall be responsible for a \$25,000 deductible, per employee and per claim.

There may be specific coverage exclusions which preclude part of or all coverage under the Joint Protection Program (JPP) Coverage Agreement. The above is not to be construed as a waiver of any of the conditions, provisions and exclusions or of the rights afforded to AWC RMSA.

9. Without waiving any of the requirements identified in #8 above, the CITY shall also be responsible for a \$250,000.00 deductible for any wrongful employment practice claim or suit brought by any current or former employee, supervisor or department head who has previously brought any wrongful employment practice claim, suit, or any other administrative action against the CITY prior to the signing of this AGREEMENT.

There may be specific coverage exclusions which preclude part of or all coverage under the Joint Protection Program (JPP) Coverage Agreement. The above is not to be construed as a waiver of any of the conditions, provisions and exclusions or of the rights afforded to AWC RMSA

10. The Mayor, all department heads and all supervisors are required to complete at least one (1) training per year in any one of the following employment law related topics:

- Anti-harassment
- Disciplinary Action and Procedures
- Performance Management
- Leadership vs. Management
- Supervisory Skills 101, 201
- ADA
- Understanding the Family and Medical Leave Act
- Handling Angry Employees

All of the supervisor training topics (with the exception of ADA) are available through either AWC RMSA-U, the AWC RMSA Video Lending Library, or other in-person trainings.

11. All drivers who operate member owned vehicles shall complete a defensive driving course every three (3) years. For the Police Department, this requirement is in addition to Emergency Vehicle Operating Course (EVOC).

AWC RMSA's video library and/or on-line training will qualify for defensive driving.

12. All drivers of emergency vehicles shall complete an EVOC training every (3) years.
13. The CITY shall have on file a driver abstract (MVR) for all drivers who drive CITY-owned vehicles and shall be up-dated every three (3) years.
14. The CITY Council, Planning Commission, and planning department staff shall attend training within six (6) months of membership, or of assuming responsibility for land use-related issues. This training shall include a review of the moratorium process.
15. The CITY Council, Planning Commission, and other planning department staff shall attend refresher training on land use hearings every three (3) years. This training shall include a review of the moratorium process.
16. Prior to adopting any new moratorium, or renewing an existing moratorium, the CITY shall contact AWC RMSA to discuss the facts pertinent to the moratorium and the proposed process.

If the CITY fails to meet this requirement, or fails to follow the advice or recommendations of AWC RMSA or an attorney assigned by AWC RMSA, and the moratorium results in a claim and/or suit, the CITY shall be responsible for a \$10,000 per claim deductible.

There may be specific coverage exclusions which preclude part of or all coverage under the Joint Protection Program (JPP) Coverage Agreement. The above is not to be construed as a waiver of any of the conditions, provisions and exclusions or of the rights afforded to AWC RMSA.

17. The CITY will notify AWC RMSA of, and shall immediately forward upon receipt, any administrative appeal or other action related to RCW 36.70C, the Land Use Petition Act (LUPA).

If the CITY fails to meet this requirement, or fails to follow the advice or recommendations of AWC RMSA or an attorney assigned by AWC RMSA, related to the appropriate handling of the LUPA matter, and a claim and/or suit results, the CITY shall be responsible for a \$10,000 per claim deductible.

There may be specific coverage exclusions which preclude part of or all coverage under the Joint Protection Program (JPP) Coverage Agreement. The above is not to be construed as a waiver of any of the conditions, provisions and exclusions or of the rights afforded to AWC RMSA.

18. Every three (3) years, all sworn and reserve officers shall have formal training on all of the following:
 - Use of lethal and less-lethal force
 - Vehicle pursuit and termination of vehicle pursuit
 - Responding to domestic violence incidents
 - Search and Seizure
 - Civil liabilities / unbiased policing
 - EVOG
19. The CITY shall have on file verification that all sworn and reserve officers who use Tasers or stun guns have received State accredited and certified training in the use of these weapons.
20. If the CITY allows a non-police department individual to ride-along with officers, the department shall adopt a policy approved by AWC RMSA to include the following:
 - Ride-Along Program Citizen Policy and Application
 - Waiver and Release of Claim Form
 - Ride-Along Orientation Check-Off Sheet
21. If the CITY fails to comply with the terms and conditions of this agreement, the AWC RMSA Board of Directors shall review the conditions of the breach and may, at its discretion, notify the CITY of its decision to require a \$100,000 deductible, effective immediately upon notification, for all claims and/or suits which result from the CITY's material and unreasonable breach of any of the terms and agreements identified herein.

The parties acknowledge that they have read and understand this agreement and agree thereto in every particular. This agreement may be modified only in writing, signed by both parties.

**ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
("AWC RMSA")**

**CITY OF PACIFIC
("CITY")**

By _____

By _____

_____, President
(Printed name)

_____, Mayor
(Printed name)

Date _____

Date _____

CITY OF PACIFIC

Agenda Bills

Agenda Item No.	<u>Consent Agenda</u>	Meeting Date:	<u>December 23, 2013</u>
	<u>Claim Voucher & Payroll</u>		<u>Richard Gould</u>
<u>Subject:</u>	<u>Approval</u>	Prepared by:	<u>Finance Director</u>

Summary:

Approval of Payroll for the period of December 1, 2013 through December 15, 2013; Claims Vouchers for December 10, 2013 through December 23, 2013.

Payroll Auto Deposit	\$	56,522.32
Signing Checks #4747 – 4749		1,286.54
Claim Checks: #42709 – 42769		105,154.85
Claim Check #42770 (Employee GC's)		700.00
EFT's #505 – 506		18,588.81
Voided Claims Ch#'s 42765		-86.26
Total Expenditures	\$	<u>182,166.26</u>

Recommendation: Approval of payment for Payroll and Claims

Motion: move to approve the Consent Agenda including approval of Payroll and Claims Vouchers.

Attachments:

Check Registers and Payroll Expense itemization.

Payroll

Computer Check Register

User: asolvang
 Printed: 12/18/2013 - 11:28AM
 Batch: 00502-12-2013 Computer



Check No	Check Date	Employee Information	Amount
4747	12/20/2013	HULSG Gary Hulsey	92.08
4748	12/20/2013	STEIC Clinton Steiger	46.03
4749	12/20/2013	FLARW Wanda Flarity	1,148.43
Total Number of Employees: 3		Total for Payroll Check Run:	1,286.54

Auto Deposit Payroll in the Amount of:

\$ 56,522.32

Total Expenditures:

\$ 57,808.86

Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting on: 12/23/13

Council member: _____

Council member: _____

Council member: _____

Reviewed for Accuracy
 Finance Director:

[Handwritten Signature]

Date: 12-20-2013

Payroll

ACH Check Register

User: 'asolvang'
Printed: 12/18/2013 - 11:41AM
Batch: 502-12-2013
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
12/20/2013	0	ADAMP	Pamela Walasek	1,645.06
12/20/2013	0	BARNK	Kenneth Barnett	1,833.81
12/20/2013	0	BOS M	Michel Bos	2,458.77
12/20/2013	0	BROOB	Bill Brookhart	1,931.10
12/20/2013	0	CALKJ	John Calkins	4,364.69
12/20/2013	0	FUTJO	Joanne Futch	1,117.55
12/20/2013	0	GALER	Roger Gale	2,101.82
12/20/2013	0	GOULD	Richard Gould	2,619.54
12/20/2013	0	GUIERL	Leanne Guier	317.71
12/20/2013	0	Guse	Georgia Guse	737.79
12/20/2013	0	Hong	Joshua Hong	2,381.77
12/20/2013	0	JONEJ	John Jones	91.25
12/20/2013	0	KAVE	Victor Kave	92.08
12/20/2013	0	KIM	Michael Kim	2,188.20
12/20/2013	0	Knauf	Charles Knauf	136.27
12/20/2013	0	LARSG	Gary Larson	1,526.76
12/20/2013	0	MASSE	Edwin Massey Jr	3,078.60
12/20/2013	0	MCCUT	Thomas McCulley Jr	1,690.97
12/20/2013	0	MCMAJ	James McMahan	46
12/20/2013	0	MORGJ	James Morgan	1,702.09
12/20/2013	0	NEWTD	David Newton	2,105.55
12/20/2013	0	POLLOCK	Heather Pollock	971.26
12/20/2013	0	PUTNJ	Joshua Putnam	92.08
12/20/2013	0	QUACJ	Jon Quackenbush	156.46
12/20/2013	0	RODRM	Michael Rodriguez	1,957.84
12/20/2013	0	RYDBK	Kelly Rydberg	1,537.72
12/20/2013	0	SCHUJ	James Schunke	1,909.98
12/20/2013	0	SHOOS	Stephanie Shook	1,392.84
12/20/2013	0	SLAGT	Jed Slagter	1,628.20
12/20/2013	0	SOLVA	Angelica Solvang	1,572.75
12/20/2013	0	STEPR	Robert Stephens	2,109.35
12/20/2013	0	STEVEN	Amy Stevenson-Ness	1,680.89
12/20/2013	0	THACD	Darcie Thach	1,229.45
12/20/2013	0	WALKT	Trenity Walker	92.08
12/20/2013	0	WESJS	Joe West	2,200.38
12/20/2013	0	WIECP	Paula Wiech	1,281.13
12/20/2013	0	WILDC	Corrine Wildoner	1,286.16
12/20/2013	0	Zinsli	Samantha Zinsli	1,256.34
Total Employees:			38	Total: 56,522.32

Payroll

Pay Type Register



ser: padams
 Printed: 12/19/2013 - 1:39PM
 Check Date Range: 12/20/2013 to 12/20/2013
 Period Date Range: All
 Batch Info: All
 Pay Types: AD, B, C, CA, CD, CO, CP, DS, E2, E4, EO, ET, F, FH, FL, FT, H, HO, HP, L, MP, O, OC, OD, OO, OT, P, PC, PO, R, RDS, RF, RM, RP, S, SB, SP, TC, U, V, VP, ZA, ZB, ZC, ZD, ZM, ZP, ZS

Pay Type	Description	Hours	Amount
C	Comp time taken	5.00	133.55
CA	Cleaning allowance	0.00	270.00
DS	Donated Sick Leave	12.00	346.44
E2	Education Premium 2%	0.00	58.45
E4	Education Premium 4%	0.00	464.76
L	Longevity	0.00	1,340.06
O	Reg Overtime	1.50	37.04
OC	Work Out of Class	0.00	519.00
OO	Out of Class OT	0.00	117.39
OT	Overtime	37.25	1,387.34
PC	Police Comp taken	3.00	101.16
R	Regular	2,462.74	70,722.69
S	Sick leave	110.25	3,146.51
V	Vacation	46.50	1,344.81
.C	Contract Benefits-Retirement	0.00	236.42
ZM	Contract Benefits-Medical	0.00	559.35
Report Total		2,678.24	80,784.97

Payroll

Deduction Register - Totals Only



User: padams
Printed: 12/19/2013 - 1:39 PM
Check Date Range: 12/20/2013 to 12/20/2013
Period End Range: All
Batch Info: Ali
Deductions: Den-R, FICAR, FICARR, H UnR, Hlth-R, L&I-R, LOEFFR, LTD-R, MEDIR, MED-RA, PERS1R, PERS3R, PERSR, PERSXR, SUI, VisionTotals Only

	Amount
Den-R: Dental Ins-Employer	77.77
FICAR: FICA Employer Portion	4,237.59
H UnR: Health Ins-Union Employer	16,431.12
Hlth-R: Health Ins-Employer Non-Union	1,316.79
L&I-R: Workers Comp-Employer	1,161.01
LOEFFR: LOEFF-Employer	1,511.70
LTD-R: LTD-employer	272.53
MEDIR: Medicare Employer Portion	1,171.37
PERS3R: Pers 3-Employer	216.11
PERSR: PERS 2 Employer	3,927.11
SUI: State Unemployment Tax	†
Vision: Vision Ins-Non-Union	25.23
	<hr/> <hr/>
Report Total:	30,509.30
	<hr/> <hr/>

Accounts Payable

Check Register Totals Only



ser: asolvang
 Printed: 12/19/2013 - 12:58 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42709	12/23/2013	ACCO Eng	Acco Engineered Systems	863.34	0
42710	12/23/2013	All City	All City Garage Door	4,588.05	0
42711	12/23/2013	Atl Con	Atlas Construction Specialties Co Inc	98.16	0
42712	12/23/2013	City Aub	City of Auburn	3,349.04	0
42713	12/23/2013	Aub Elec	Auburn Electrical Service	887.06	0
42714	12/23/2013	Gai Ben	Gail Bennett	300.00	0
42715	12/23/2013	Blu Uni	Blumenthal Uniforms	275.80	0
42716	12/23/2013	UB*00781	DOUG BROWN	56.52	0
42717	12/23/2013	Mc Ca Ro	McCarthy Causseaux & Hurdelbrink I	228.91	0
42718	12/23/2013	Cen Lin	CenturyLink	89.60	0
42719	12/23/2013	Che Tri	Chehalis Tribal Police Department	2,564.07	0
42720	12/23/2013	Chu Off	Chuckals Office Products Inc	60.17	0
42721	12/23/2013	Cod Pub	Code Publishing Company	350.00	0
42722	12/23/2013	Data Inc	Databar Incorporated	1,946.89	0
42723	12/23/2013	UB*00780	DARRIN DECKER	0.46	0
42724	12/23/2013	UB*00783	Sudeep & Meena Diwan	3.26	0
42725	12/23/2013	DMCMA II	DMCMA, Kelley Martin	150.00	0
42726	12/23/2013	FCI	FCI Custom Police Vehicles	163.20	0
42727	12/23/2013	FERGUS	Ferguson Enterprises, Inc.	205.03	0
42728	12/23/2013	Forms	Formsource Inc	293.05	0
42729	12/23/2013	Gos Mot	Gosney Motor Parts Inc	69.46	0
42730	12/23/2013	GRAING	Grainger	56.62	0
42731	12/23/2013	Har Plu	Harold's Plumbing	170.50	0
42732	12/23/2013	KC I-NET	KC Finance I-Net	439.00	0
42733	12/23/2013	Ele Ker	Elena Kerrigan	500.00	0
42734	12/23/2013	KCDA	King County Directors' Assoc	35.15	0
42735	12/23/2013	KC LIEN	King County Finance	288.00	0
42736	12/23/2013	Hargan	Law Office Thomas R Hargan	300.00	0
42737	12/23/2013	Lowe Co	Lowe's Companies, Inc	149.92	0
42738	12/23/2013	LUCE	Luce Lineberry & Kenney PS	5,279.30	0
42739	12/23/2013	McL Har	Mclendon Hardware	74.95	0
42740	12/23/2013	Mnt Mist	Mountain Mist	95.18	0
42741	12/23/2013	Nat Cons	National Construction Rentals	1,884.28	0
42742	12/23/2013	UB*00779	Brenda Neigel-Britt NEIGEL	75.33	0
42743	12/23/2013	News Tri	The News Tribune	456.00	0
42744	12/23/2013	NomanDia	Diana Noman	144.41	0
42745	12/23/2013	Ogden Mu	Ogden Murphy Wallace, PLLC	2,121.00	0
42746	12/23/2013	City Pac	City of Pacific	467.53	0
42747	12/23/2013	PMC	Pacific Municipal Court	40.00	0
42748	12/23/2013	Petro	Petrocard Systems Inc	2,417.93	0
42749	12/23/2013	Fin Lin	Schakel & Capitani	2,060.00	0
42750	12/23/2013	ShareCor	Share Corporation	1,168.84	0
42751	12/23/2013	Ski Con	Skillings Connolly Inc	46,316.35	0
42752	12/23/2013	Sou Pub	Sound Publishing Inc	853.90	0
42753	12/23/2013	Spri Sof	Springbrook Software, Inc.	450.00	0
42754	12/23/2013	SPRINT2	Sprint	1,611.92	0
42755	12/23/2013	Sta	Staples Business Advantage	405.08	0
42756	12/23/2013	Stevenson	Amy Stevenson-Ness	74.76	0
42757	12/23/2013	City Sum	City of Sumner	1,682.58	0
42758	12/23/2013	Per Exh	Total Auto Care	38.24	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42759	12/23/2013	Uti Und	Utilities Underground Locate	37.41	0
42760	12/23/2013	Val Comm	Valley Communications	17,009.70	0
42761	12/23/2013	Dep Eco	WA St Dept of Ecology	804.44	
42762	12/23/2013	WA Trea	Wa St Treasurer	265.50	0
42763	12/23/2013	WA ST SU	Washington St Support Registry	125.00	0
42764	12/23/2013	WA Pat 1	Washington State Patrol	66.00	0
42765	12/23/2013	WesternT	Western Trailer Sales Corp	86.26	0
42766	12/23/2013	UB*00778	Western Trailers	86.26	0
42767	12/23/2013	Win Com	Wingfoot Commercial Tire	316.70	0
42768	12/23/2013	UB*00782	MARTY WOODBURY	25.74	0
42769	12/23/2013	Mic Zhe	Michael Zheleznyak	133.00	0
Check Total:				105,154.85	

Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting on: 12/23/13

Council member: _____
 Council member: _____
 Council member: _____

Reviewed for Accuracy:
 Finance Director: [Signature] Date: 12-20-2013

Accounts Payable

Check Register Totals Only

er: asolvang
Printed: 12/20/2013 - 10:54 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
42770	12/20/2013	BigfootJ	Bigfoot Java	700.00	0
				Check Total:	700.00

Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting on: 12/23/13

Council member: _____

Council member: _____

Council member: _____

Reviewed for Accuracy

Finance Director: _____

Date: _____

Accounts Payable

Checks by Date - Summary By Check Number

User: padams
Printed: 12/19/2013 - 2:27 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
505	WA Lice2	Wa St Dept of Licensing	12/18/2013	162.00
506	FED TX	Internal Revenue Service	12/20/2013	18,176.81
507	Nexx	Nexxpost	12/23/2013	150.00
Report Total:				18,488.81

Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting on: 12/23/13

Council member: _____

Council member: _____

Council member: _____

Reviewed for Accuracy:

Finance Director: *[Signature]*

Date: 12-20-2013



Regular Meeting
Monday, November 25, 2013
6:30 p.m.

Regular Meeting
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Pro Tem McMahan called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Hulsey, Jones, Putnam, Walker.

Absent: Mayor Guier and Council Member Steiger

COUNCIL MEMBER HULSEY MOVED to excuse Council Member Steiger . Seconded by Council Member Jones. The motion was voted on and carried 6-0.

STAFF PRESENT

City Attorney Ken Luce; Engineer Jim Morgan, Public Safety Director John Calkins, Senior Services Assistant Darcie Thach, Court Administrator Kelly Rydberg, Finance Director Richard Gould, City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Public Safety Director Calkins removed Item H from the agenda.
Council Member Putnam added a Council resolution thanking Council Member Garberding for her service. It was added as Item H.

The amended agenda was approved by unanimous consent of the Council.

AUDIENCE COMMENT

Jeanne Fancher – Read Note from Algona residents Sandy and Bruce Hoggins thanking the volunteers for assistance during Make A Difference Day. She did not receive a notice from the City regarding the Emergency Notification System and requested that the people living on West Hill not be forgotten. Expressed that the purchase of a Chevy Tahoe was frivolous.

REPORTS

MAYOR

Mayor Guier was not in attendance:

FINANCE

Finance Director Richard Gould advised:

- Outlined the current finance projects: Preparing the budget for 2014; There are still some changes to make regarding and salaries/wages; the second public hearing will be held at the evening's Council meeting.
- The annual report is closer to being finished. Auditors will be out December 9
- Requested a meeting with the Finance Committee to discuss the proposed \$715 stormwater fee waiver
- The transition to BIAS will happen over the next 30-35 days.

COURT

Court Administrator Kelly Rydberg reported:

- The Judge's laptop has been received. Auburn IT has it to configure the software

PUBLIC SAFETY

Public Safety Director Calkins reported:

- No report

PUBLIC WORKS

Public Works Director Ken Barnett reported:

- The city was awarded a TIB grant for 3rd Avenue from Butte to Chicago overlay for \$254,000; the city match amount is \$28,000.
- Explained a sewer repair reimbursement that was paid. The repair was the city's responsibility.
- Wanted to recognize Bill Brookhart who built the stand for the plaque at the flag pole.

COMMUNITY/SENIOR/YOUTH SERVICES

Senior Center Assistant Director Darcie Thach reported

- Tree lighting will be held on Friday, November 29th; there will be a fundraiser to benefit the senior center
- The senior center and gym are in need of volunteers
- There will be a cookie exchange at the senior center on December 16th.

COUNCIL –

Council Member Hulsey was honored to accept an award for Officer Josh Hong who was unable to attend the evening's meeting.

Council President Walker acknowledged a very nice letter from Sound Cities Association that was sent to Association of Washington Cities regarding the City of Pacific joining the RMSA Risk Pool.

BOARDS AND COMMITTEES

Park Board:

Planner Paula Wiech thanked the Park Board members for meeting on 11/23/13 for a special meeting. Much work was done at the special meeting.

Kate Hull stated there are security concerns at City Park and is concerned about the viability of park rentals; She also has questions about City liability. She had requested clarification of the City's liability and inquired about the status of the letter.

She outlined items that the Park Board is requesting for the parks and budget:

- Requested regular trash pickup. There are 13 parks many with no regular trash pickup.
- Grass mowed on a regular basis.
- Structures and on site amenities maintained;
- Increase PW time from .5 to .75 FTE;
- Increase Planner time
- Increase professional services budget to \$17,500 to fund consultants for park development.

Duane Grotz outlined other items covered at the special meeting:

- Doing some master planning for Centennial Park, possibly for a dog park, skate park, benches, and another play structure;
- Master plan hasn't been updated to develop a plan to fix up park

Public Works Committee

The next meeting will be at 7:00 on December 4.

Planning Commission

Planner Paula Wiech stated there will be a meeting on November 27 at 6:00. The TIB is on the agenda as well as a capital facilities plan, and an alternative date for the December 24 meeting date.

Human Services Committee

Council Member Jones reported the next meeting will be held on December 3rd at 5:00p.m. in the senior center.

SCATBD: No report.

VRFA: Council President Walker stated the VRFA budget passed.

PUBLIC HEARING

Mayor Pro Tem McMahan opened the public hearing at 7:07 p.m.

Finance Director Richard Gould provided information regarding 2014 budget.

Speaking before Council:

Jeanne Fancher	Discussed her concerns regarding the amount of money allocated to the Police Department from the General Fund and asked council to set a direction on budgets and concentrate on community policing and serve the needs of the vulnerable.
Kate Hull	Inquired how to improve the parks allocation in the budget and discussed her concerns about the budget numbers and maintenance issues at the parks.

Mayor Pro Tem McMahan closed the public hearing at 7:26 p.m.

OLD BUSINESS

NONE

NEW BUSINESS

A. Ordinance 2013-1850: First Reading of Ordinance No. 2013-1850 adopting the 2014 Budget.

Finance Director Richard Gould outlined the latest changes to the 2014 budget document. He stated two budget workshops had been held on November 4, 2013 and November 18, 2013. The first public hearing was held on November 12, 2013. Any suggestions made will be taken back to staff for consideration.

B. Ordinance No. 2013-1849: Second Reading of Ordinance No. 2013-1849, fixing the amount of taxes to be levied for the City of Pacific for the Year 2014 with no additional rate increases other than those due to increased assessed valuation and new construction; Providing for severability; and establishing an effective date.

Finance Director Gould outlined the basics of the ordinance. No change from King county. Has confidence in numbers..

COUNCIL MEMBER PUTNAM MOVED to adopt Ordinance No. 13-1849 adopting the tax levy for the year 2014 with no additional rate increases other than those due to increased assessed valuation and new construction. Seconded by Council Member Hulsey.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulsey, Jones, McMahan, Putnam, Walker
Excused: Steiger

The motion carried 6-0

C. Civil Service Reappointment of Monika Newbold: Confirming the reappointment of Monkia Newbold to the Civil Service Commission for a six-year term ending December 31, 2019.

City Clerk Amy Stevenson-Ness advised that Mayor Guier recommends the reappointment of Ms. Newbold.

COUNCIL MEMBER HULSEY MOVED to confirm the reappointment of Monika Newbold to the Civil Service Commission for a six-year term ending December 31, 2019. Seconded by Council Member Putnam.

Voice voted was taken and the motion carried 6-0.

D. Resolution No. 2013-081: Adoption of Resolution No. 2013-081, authorizing the Court Administrator to execute an interagency agreement with Washington State Administrative Office of the Courts for Interpreter Expense Reimbursement.

Court Administrator Kelly Rydberg briefly out

COUNCIL MEMBER HULSEY MOVED to adopt Resolution 2013-081 authorizing the Court Administrator to execute an interagency agreement with Washington State Administrative Office of the Courts for Interpreter Expense Reimbursement.. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulse, Jones, McMahan, Putnam, Walker
Excused: Steiger

The motion carried 6-0

E. Resolution No. 2013-082: Authorizing the execution of Supplement No. 12 to a contract with Skillings Connolly for additional time for engineering design services associated with additional work for the final phase of the Stewart Road Improvement Projects.

COUNCIL MEMBER HULSEY MOVED to adopt Resolution 2013-082 Authorizing the execution of Supplement No. 12 to a contract with Skillings Connolly for additional time for engineering design services associated with additional work for the final phase of the Stewart Road Improvement Projects.. Seconded by Council Member Jones.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulse, Jones, McMahan, Putnam, Walker
Excused: Steiger

The motion carried 6-0

F. Resolution No. 2013-083: Authorizing expenditure in the amount of \$1,849 with Parametrix to provide surveying services in White River Estates for the completion of flood certificates.

Director Barnett outlined the reasons for the surveying expense and requested that it be \$3500 for all 3 certificates.

COUNCIL MEMBER HULSEY MOVED to adopt Resolution 2013-083 Authorizing expenditure in the amount of \$1,849 with Parametrix to provide surveying services in White River Estates for the completion of flood certificates. Seconded by Council Member Garberding.

COUNCIL MEMBER HULSEY MOVED to amend his motion for Resolution 2013-083 authorizing expenditure in the amount of \$3,500 with Parametrix to provide surveying services in White River Estates for the completion of flood certificates. Seconded by Council Member Garberding.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulsey, Jones, McMahan, Putnam, Walker
Excused: Steiger

The motion carried 6-0

G. Resolution No. 2013-084: Authorizing the execution of the Department of Ecology FY 2013-2015 Stormwater Capacity Grants Agreement No. G1400291

Director Barnett

COUNCIL MEMBER HULSEY MOVED to adopt Resolution 2013-084 Authorizing the execution of the Department of Ecology FY 2013-2015 Stormwater Capacity Grants Agreement No. G1400291. Seconded by Council Member Jones.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulsey, Jones, McMahan, Putnam, Walker
Excused: Steiger

The motion carried 6-0

H. Council Resolution No. 2013-086: Thanking Council Member Katherine Garberding for her service to the City of Pacific.
Council Member Putnam read the resolution thanking Council Member Garberding for her service.

Speaking before Council:

Council Member-Elect Vic Kave – Thanked Council Member Garberding for stepping forward to fill in when Mayor Guier took office.

COUNCIL MEMBER PUTNAM MOVED to adopt Resolution No. 2013-086 thanking Council Member Katherine Garberding for her service to the City of Pacific. Seconded by Council Member Hulsey.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulsey, Jones, McMahan, Putnam, Walker
Excused: Steiger

The motion carried 6-0

CONSENT AGENDA

- A. Claim Voucher & Payroll Approval
- B. Approval of the minutes of October 21, 2013, workshop and October 28, 2013, regular meeting

COUNCIL MEMBER HULSEY MOVED to approve the Consent Agenda. Seconded by Council Member Putnam. Voice vote was taken and the motion carried 6-0.

EXECUTIVE SESSION for Contract Negotiations per RCW 42.30.140(4)(a). Mayor Pro Tem McMahan announced a 5 minute executive session.

Mayor Pro Tem McMahan reconvened the meeting at 8:05 p.m.

COUNCIL PRESIDENT WALKER MOVED to suspend the rules to consider an additional item. Seconded by Council Member Putnam. Voice Vote was taken and carried 6-0.

COUNCIL PRESIDENT WALKER MOVED to accept the negotiated contract with the public works and clerical union and authorized the mayor to sign the contract

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulsey, Jones, McMahan, Putnam, Walker
Excused: Steiger

ADJOURN

Mayor Pro Tem McMahan adjourned the meeting at 8:11 p.m.

Amy Stevenson-Ness, City Clerk



Workshop
Monday, December 2, 2013
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Council President Walker called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

OATH OF OFFICE

James "Vic" Kave was sworn into office by Municipal Court Judge L. Stephen Rochon.

ROLL CALL

Present: Council Members Jones, Kave, Putnam, Steiger, Council President Walker, and Mayor Guier

Absent: Council Member Hulsey and Mayor Pro Tem McMahan

STAFF PRESENT

Acting Public Works Director Ken Barnett, Court Administrator Kelly Rydberg, Lt. Ed Massey; Finance Director Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Council Member Jones requested a discussion of the replacement of the city attorney. It was added as Agenda Item P.

The amended agenda was approved unanimously by Council.

AGENDA ITEMS

A. Discussion: Budget Workshop

Finance Director Richard Gould provided a copy of the summary fund report to Council and discussed the most recent changes to the preliminary budget.

After discussion, Council added the following suggestions:

Council President Walker suggested \$55,000 for Council Chamber improvements.

Council Member Jones requested an increase to the Parks budget. After Council discussion, it was agreed to add \$5,000 to the budget.

B. Discussion: Ordinance No. 2013-0XX: Amending the 2013 Budget

Finance Director Gould discussed the budget amendment. He outlined a change in the salary and benefits section.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

C. Discussion: Computer Purchases: Computer upgrades for the City Clerk, Court Administrator and Clerk, Stormwater Manager, and new Public Works/Community Development Director.

Finance Director Gould informed council of the upgrades to the computers for various staff.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

D. Discussion: Reappointments to Park Board and Planning Commission.

Mayor Guier advised Council that Wayne Strong, Planning Commission and DuWayne Gratz and Kerry Garberding, Park Board have expressed interest in being reappointed to their respective advisory boards. Mayor Guier supports these reappointments.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

E. Discussion: Ordinance No. 2013-0xx: Replaces the resolution adopting the comprehensive plan amendment and amends the Pacific Comprehensive Plan Map as illustrated.

City Planner Paula Wiech advised that this is associated with the Butte properties rezone. This is a technicality. Code requires ordinance to adopt amendment. She stated the rezone is contingent on performance measures.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

F. Discussion: Ordinance No. 2013-0XX: rezoning a portion of the property located at 768 and 832 Butte Avenue SE (from OP to LI); RE-12-001.

City Planner Paula Wiech advised that based on further developments with the proponent, the applicant has met the requirements for the rezone to move forward.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

G. Discussion: Resolution No. 2013-0xx: Authorizing the Mayor to enter into a memorandum of understanding with Amerigas regarding permitting, location, of the modular office on 931 West Valley Highway S., and relocation of the office from 931 to 879 West Valley Highway S.

City Planner Wiech advised that Amerigas has purchased a building that needs to be moved from the manufacturer to the site. The site is undergoing a conditional use permit review and the building cannot be placed. Amerigas has contracted with their neighbor to place the building on their property for a maximum of six months and will provide financial surety that will guarantee completion of the project.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

H. Discussion: Resolution No. 2013-0xx: Adopting the Six-Year Transportation Improvement Plan

Acting Public Works Director Ken Barnett advised that the TIP had been approved by planning commission and had gone to the Public Works committee.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

I. Discussion: Resolution No. 2013-0xx: Authorizing the Mayor to execute a 2014 Seattle/King County Public Health Local Hazardous Waste Management Program Grant Agreement

Acting Public Works Director Barnett advised that the City has applied for and received grants to host 2014/2015 Recycling Collection Events. Seattle / King County Public Health Local Hazardous Waste Management Program has provided a grant to assist with the costs of the program. The proposed resolution would accept the funding for these events

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

J. Discussion: Resolution No. 2013-0XX: Authorizing an agreement with Olympic Environmental Resources to act as the City's contractual agent for the 2014/2015 Recycling Collection.

Acting Public Works Director Barnett advised that the previously mentioned grant is to host recycling collection events. Olympic Environmental Resources has been the contractor previously. The resolution would hire OER to continue acting as the City's agent for these events.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

K. Discussion: Resolution No. 2013-0xx: Authorizing expenditures with Parametrix for a traffic impact analysis for the Stewart/Thornton intersection.

Acting Public Works Director Barnett advised that a traffic impact analysis is needed due to a latecomer agreement to properly allocate the costs to the benefited parcels.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

L. Discussion: Resolution No. 2013-0xx: Authorizing the expenditure of funds with AHBL, Inc. for engineering design services for City Hall Parking Lot Stormwater Retrofit and Low Impact Development Project.

Acting Public Works Director Barnett advised that as part of the FY 2013 – 2015 Ecology Stormwater Grant, \$120,000 was provided to design stormwater retrofit and low impact development projects for competition in the September / October 2014 call for projects. City staff, in discussions with the public works committee, has selected the parking lot retrofit project as one of two projects to use the provided design funds. The project can serve as a demonstration project for the new LID requirements beginning in 2016.

Sean Comfort, AHBL, explained the grant is used for making sure projects are shovel-ready

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

M. Discussion: Resolution No. 2013-0xx: Authorizing the expenditure of funds with AHBL, Inc. for engineering design services for the Stormwater Treatment Outfall Retrofit Project.

Acting Public Works Director Barnett advised as part of the FY 2013 – 2015 Ecology Stormwater Grant, \$120,000 was provided to design stormwater retrofit and low impact development projects for competition in the September / October 2014 call for projects. City staff, in discussions with the public works committee, has selected the stormwater outfall treatment retrofit as one of two projects to use the provided design funds. The project can provide the City guidance in determining the best treatment for the stormwater outfalls located throughout the City.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

N. Discussion: Puget Sound Energy Agreement

Acting Public Works Director Barnett advised that they hope to have the agreement in hand before the next Council meeting. The agreement is for moving of poles for the Stewart Road project.

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

O. Discussion: Gordon Development Plan

Acting Public Works Director Barnett advised that Public Works is waiting for the final plan. We are supposed to have the plan on December 3, 2013, and is just one part of 6 points to be completed for release

Direction by consensus of Council: Move forward to the meeting on December 9, 2013.

P. Discussion: Replacement of City Attorney

Ord 12-1826

Council Member Jones expressed concern about moving forward with the RFP for replacement of the City Attorney without approval of the Council. He inquired if the replacement is something the city wants to look at.

The rules for hiring a City Attorney were changed with Ordinance 12-1826 requiring Council approval of the process. He stated he doesn't believe a transition plan was covered and that a committee of Council members and mayor need to discuss the proposals and how to go about transitioning.

Mayor Guier inquired if Council wanted to cancel the meeting on December 23. Concern was expressed about paying the bills. A brief meeting will be held on December 23, 2013, at 5:00 p.m. The Clerk will make sure a notice is published and will email a reminder to Council about the time change.

ADJOURN

Council President Walker adjourned the workshop at 7:54 p.m.

Amy Stevenson-Ness, City Clerk

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