



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

June 2, 2014
Monday

Workshop
6:30 p.m.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL OF COUNCIL MEMBERS**
3. **ADDITIONS TO/APPROVAL OF AGENDA**
4. **DISCUSSION ITEMS**
 - () A. **May Court Stats**
(Kelly Rydberg)
 - (3) B. **AB 14-109: Resolution No. 2014-174:** Adopting a new investment policy (10 min.)
(Richard Gould)
 - (15) C. **AB 14-119: Resolution No. 2014-183:** Approving the job description for Office Assistant (5 min.)
(Richard Gould)
 - (25) D. **AB 14-110: Ordinance No. 2014-1863:** Approving the revised Salary Schedule for (10 min.)
City Administrator, Public Works Manager, Community Development Manager,
and Office Assistant.
(Richard Gould)
 - (35) E. **AB 14-111: Resolution No. 2014-175:** Approving the legal services contract with (10 min.)
Morris Law, PC and Summit Law Group, PLLC.
(Richard Gould)
 - (49) F. **AB 14-112: Resolution No. 2014-176:** Surplus of the senior center microwave. (5 min.)
(Darcie Thach)
 - (53) G. **AB 14-113: Resolution No. 2014-177:** Hiranaka-Hatch Habitat Park Naming (5 min.)
(Ken Barnett)
 - (57) H. **AB 14-114: Resolution No. 2014-178:** Awarding the Valentine Avenue construction bid. (5 min.)
(Ken Barnett)
 - (61) I. **AB 14-115: Resolution No. 2014-179:** AHBL contract amendment for design services (5 min.)
For additional engineering design services for the first phase of West Valley
Highway improvement projects.
(Ken Barnett)
 - (65) J. **AB 14-116: Resolution No. 2014-180:** Approving the submittal of the King County (5 min.)
Flood District Flood Reduction Fund Application for financial assistance
to open and close City Park
(Ken Barnett)
 - (69) K. **AB 14-117: Resolution No. 2014-181:** Interlocal Agreement with Pierce County for (5 min.)
Road Maintenance.
(Ken Barnett)
 - (75) L. **AB 14-118: Resolution No. 2014-182:** Six-Year Transportation Improvement Plan (5 min.)
(Ken Barnett)
 5. **EXECUTIVE SESSION PER RCW 42.30.140(4)(a) for contract negotiations**
6. **ADJOURN**

AGENDA ITEM NO. 4B



Agenda Bill No. 14-109

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, Finance Director

MEETING DATE: June 2, 2014

SUBJECT: Resolution to approve the adoption of a new City Investment Policy.

ATTACHMENTS: Resolution No. 2014-174
Proposed Investment Policy and Resolution 598 (with exhibit A).

Previous Council Review Date: The Finance Committee reviewed this policy at the committee meeting in April (15th).

Summary: The City Council last amended the investment policy established in 2000, in 2005 (Resolution 598). I have had this policy reviewed by an expert and been advised to update or change the policy to allow the City of Pacific to maximize the yield of its investments. The investment policy is based on the City of Mount Vernon's as they are a similar government and work with the same firm that City staff proposed to use for investing (Time Value Investments-TVI).

Recommendation/Action: Staff recommends the Council move this item forward to the June 9, 2014, regular meeting for approval.

Motion for Consideration: I move to approve Resolution number 2014-174 updating the City of Pacific's Investment Policy.

Budget Impact: none

Alternatives:

RESOLUTION NO. 2014-174

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PACIFIC ADOPTING A NEW CITY INVESTMENT POLICY**

WHEREAS the City Council of the City of Pacific adopted an investment policy by City of Pacific Resolution No. 598 on November 28th, 2005, in order to invest City funds in a safe, prudent and consistent manner; and

WHEREAS the City Council has since reviewed the policy adopted by Resolution No. 598 and has decided to replace and adopt a new investment policy which will provide greater flexibility along with the highest investment return with the maximum security available in conformity with state law;

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

Section 1. The new investment policy attached hereto as “Exhibit A”, and by this reference incorporated herein, is hereby adopted as the official investment policy of the City of Pacific.

Section 2. Severability Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

Section 3. Effective Date This Resolution shall take effect and be in full force as of the date of approval and adoption.

APPROVED AND ADOPTED this 9th day of June 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A INVESTMENT POLICY

Sections:

- 3.11.010 Purpose of **provisions**.
- 3.11.020 Policy.
- 3.11.030 **Scope**.
- 3.11.040 Prudence.
- 3.11.050 Objective.
- 3.11.060 Delegation of authority.
- 3.11.070 Ethics and conflicts of interest.
- 3.11.080 Authorized financial dealers and institutions.
- 3.11.090 Authorized and suitable investments.
- 3.11.100 Collateralization.
- 3.11.110 Safekeeping and custody.
- 3.11.120 Diversification.
- 3.11.130 Maximum maturities.
- 3.11.140 Internal control.
- 3.11.150 Market yield (benchmark).
- 3.11.160 **Reporting**.
- 3.11.170 Investment policy review.

3.11.010 Purpose of **provisions**.

The city council declares that city cash management and investment practices have a significant impact on the operation of city government. In furtherance of that recognition, the city council adopts the policies set forth in **this** chapter, which shall be referred to as the city of Pacific investment policy. (Resolution. XXXX § 1, 2014).

3.11.020 **Policy**.

It is the policy of the city of Pacific to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statues governing the investment of public **funds**. Cash may, at the discretion of the city finance director, **be** invested separately by fund or be commingled into a common investment portfolio and earnings from such portfolio distributed at least **quarterly**. The city finance director has been authorized by Resolution NO. 598 November, 2005.

3.11.030 **Scope**.

This investment policy supersedes any previous investment policy and applies to all financial assets of the **city**. These funds are accounted for in the **city's** annual financial report and include:

- A. General fund (current expense);
- B. Special revenue **funds**;

- C. Debt service **funds**;
- D. Capital project **funds**;
- E. Enterprise **funds**;
- F. Internal service **funds**;
- G. Fiduciary funds including **expendable** trust funds and agency funds.

3.11.040 Prudence.

Investments shall be made with such judgment and **care**- under **circumstances** then **prevailing -as** persons of prudence, discretion and **intelligence** exercise in the **management** of their own **affairs**, not for **speculation**, but for **investment**, considering the **probable** safety of their capital as well as the **probable** income to be **derived**.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of **managing** an overall portfolio. Investment officers acting in **accordance** with **written procedures** and the investment policy and exercising due diligence shall be relieved of personal **responsibility** for an individual security's credit risk or market price changes; provided deviations from **expectations** are reported in a **timely** fashion and appropriate action is taken to control adverse **developments**.

3.11.050 Objective.

The primary objectives, in priority order, of the city's investment activities shall **be**:

- A. **Safety.** Safety of principal is the foremost objective of the investment program. Investments of the city shall be undertaken in a manner that seeks to ensure the **preservation** of capital in the overall **portfolio**. To attain this **objective**, **diversification** is required in order that potential losses on **individual** securities do not exceed the income generated from the remainder of the **portfolio**.
- B. **Liquidity.** The city's investment portfolio will remain sufficiently liquid to enable the city to meet all **operating requirements** which might be **reasonably anticipated**.
- C. **Return on Investments.** The city's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, **commensurate** with the city's investment risk constraints and **cash** flow **characteristics** of the **portfolio**.
- D. **Local Institutions.** Local institutions shall be given **preference** when they are, in the judgment of the finance **director**, competitive with other institutions.

3.11.060 Delegation of authority.

Resolution NO. 598 delegate's investment authority to the finance director. The finance director **shall** establish and maintain detailed written **procedures** for the operation of the investment **program** consistent with **the** investment policy set forth in this chapter. Procedures shall include reference to: **safekeeping**, public **securities** association (PSA) **repurchase agreements**, wire transfer agreements, **collateral/depository** agreements and **banking** service contracts.

Such **procedures** shall include explicit delegation of authority to persons responsible for **investment** transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the finance director. The finance director shall be responsible for all transactions undertaken and shall

-g- establish a system of controls to regulate the activities of subordinate officials.

.11.070 Ethics and conflicts of interest.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investments officials shall disclose to the mayor and city council any material financial interest in financial institutions that conduct business with this city, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the city's portfolio, particularly with regard to the time of purchases and sales.

3.11.080 Authorized financial dealers and institutions.

The finance director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who maintain an office in the state of Washington. These may include "primary" dealers or regional dealers that qualify under U.S. Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state law.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the finance director with their most recent audited financial statements.

An annual review of the financial conditions and registrations of such institutions and broker/dealers shall be conducted by the finance director.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the city invests.

3.11.090 Authorized and suitable investments.

A. The city shall limit its investments to those allowed by the RCW 35A.40.050, as it now exists or may hereafter be amended. In general, and by way of illustration only, and not by way of limitation, these investments include the following:

1. United States bonds;
2. United States certificates of indebtedness;
3. Bonds or warrants of this state;
4. General obligations or utility revenue bonds or warrants of its own or of any other city or town in the state;
5. Its own bonds or warrants of a local improvement district which are within the protection of the local improvement guaranty fund law; and

6. in any other investments authorized by law for any other taxing districts.

B. The finance director may invest in the following instruments which the city has determined fall within the allowable investments authorized by RCW 35.40.050:

1. Obligations of United States government and its agencies;
2. Certificates of deposit of financial institutions (either banks or thrifts) which are qualified public depositories and which are in accordance with the restrictions placed on such deposits;
3. Savings or time accounts in banks, trust companies, savings and loan associations, and mutual savings banks which are conducting business in this state, up to the amount of the insurance afforded such accounts by the Federal Deposit Insurance Corporation or by the Federal Savings and Loan Insurance Corporation. Savings or time deposits may exceed federal insurance limits if such excess is insured by the Washington Public Deposit Protection Commission (WPDPC);
4. Bankers acceptances, with limitations specifically outlined in the investment procedure;
5. Repurchase agreements, with limitations specifically outlined in the investment procedure;
6. The Washington Local Government Investment Pool.

3.11.100 Collateralization.

Collateralization will be required on repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102 percent of market value of principal and accrued interest.

The city chooses to limit collateral to the obligations of the United States government and its agencies.

Collateral will always be held by an independent third party with whom the city has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the city and retained. The right of collateral substitution is granted.

3.11.110 Safekeeping and custody.

All securities shall be held by a third party custodian in the name of the city and shall not be lent out or commingled with the holdings of other investors. The finance director shall designate the third party custodian who shall provide a separate statement of holdings which shall be evidenced by safekeeping receipts.

3.11.120 Diversification.

The city will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and the Washington State Local Government Investment Pool, no more than 65 percent of the city's total investment portfolio will be invested in a single security type or with a single financial institution.

3.11.130 Maximum maturities.

To the extent **possible**, the city will attempt to match its investments with **anticipated** cash flow **requirements**, holding investments to maturity **whenever** possible. The city will not directly invest in securities maturing more than 10 **years** from the date of **purchase**; provided the average maturity of all city **investments** shall not exceed five **years**.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments are made to coincide as nearly as **practicable** with the expected use of the funds.

3.11.140 internal control.

The finance director shall establish a system of internal controls, which shall be reviewed annually by an **external** auditor. This review will provide internal control by assuring **compliance** with policies and **procedures**.

3.11.150 Market yield (benchmark).

The city manages its investment portfolio using an active rather than a passive **management** style. This means that securities are actively bought and sold to obtain greater market yield through both trading gains and interest **earnings** as opposed to a passive **management investment** approach which involves a buy and hold process where only interest earnings to maturity are realized. Using active portfolio **management**, there will be both trading gains and **losses**. To assure **preservation** of capital, trading losses will be confined to lower rates of return on investments rather than loss of principal. Securities may not be sold or traded if the result would cause a loss of principal.

3.11.160 Reporting.

The finance director is charged with the **responsibility** of including a market report on investment activity and returns in the city's annual financial report. This report shall contain such information as the finance **director deems appropriate**.

3.11.170 Investment policy review.

The city's **investment** policy as adopted by this chapter shall be reviewed on an annual basis by the finance **director**. The finance director shall **recommend** to the city council such **modifications** as may be deemed **advisable**.

The Pacific Municipal Code is current through Ordinance XXXX, passed May 12, 2014.

Disclaimer: The City Clerk's Office has the official version of the Pacific Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

..J

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 598

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC
ADOPTING A REVISED CITY INVESTMENT POLICY**

WHEREAS the City Council of the City of Pacific adopted an investment policy by City of Pacific Resolution No. 488 on August 28th, 2000, in order to invest City funds in a safe, prudent and consistent manner; and

WHEREAS the City Council has since reviewed the policy adopted by Resolution No. 488 and has decided upon certain revisions and has decided to adopt said revisions so that the policy will continue to provide the highest investment return with the maximum security available in conformity with state law;

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

Section 1. The revised investment policy attached hereto as "Exhibit A", and by this reference incorporated herein, is hereby adopted as the official investment policy of the City of Pacific.

Section 2. Severability Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

Section 3. Effective Date This Resolution shall take effect and be in full force as of the date of approval and adoption.

APPROVED AND ADOPTED this 28th day of November 2005.

CITY OF PACIFIC

Richard G. Hildreth, Mayor

Attest:

Sandy Paul-Lyle, City Clerk

Approved as to form:

Al Abuan, City Attorney

AGENDA ITEM NO. 4C



Agenda Bill No. 14-119

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, Finance Director

MEETING DATE: June 2, 2014

SUBJECT: Resolution to approve the job description for the Office Assistant.

ATTACHMENTS:

- Resolution No. 2014-183
- Job Description for the Office Assistant.
- Proposed amended 2014 salary schedule and corresponding organizational chart.

Previous Council Review Date:

Summary: At the Council Retreat on May 3rd, Mayor Guier presented the City Council with a proposed updated organizational chart that included among other changes and additions the Office Assistant. This is a much needed position to support both the Finance and Administration Department as well as the Public Works department. Projected budgetary changes will not exceed the Council approved 2014 budget.

Recommendation/Action: Staff recommends the Council move this item forward to the June 9, 2014, regular meeting for approval.

Motion for Consideration: I move to approve Resolution number 2014-183 adding the job description for the Office Assistant position.

Budget Impact: Staff projections show these changes to not exceed the appropriated budget for 2014.

Alternatives:

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2014-183**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, ADOPTING THE JOB DESCRIPTION FOR THE POSITION OF THE
OFFICE ASSISTANT**

WHEREAS, the City of Pacific currently has no job description for an Office Assistant;
and

WHEREAS, the City of Pacific has been presented by the Mayor with an amended 2014
Salary Schedule that includes adds the position of Office Assistant;

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

Section 1. The City Council of the City of Pacific adopts the Job Description for the
position of Office Assistant.

Section 2. This Resolution shall take effect and be in full force as of the date of approval
and adoption.

**PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING
THEREOF ON JUNE 9, 2014.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



CITY OF PACIFIC

JOB DESCRIPTION

Job Title: Office Assistant
Job Code: N/A

Department: Varies

Reports to:

Effective date: 07/01/14

Major Function and Purpose

The position of Office Assistant performs responsible, general clerical and administrative support work requiring accuracy, attention to detail, organizational skills, and computer knowledge. Duties include such tasks as answering telephones, greeting the public, typing, word processing, and filing. Work involves the exercise of independent judgment, initiative, flexibility, and effective interpersonal skills to work with co-workers and the general public.

Job Duties and Responsibilities

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by the Mayor. Specific duties and responsibilities include, but are not limited to:

- Performs general office duties, including faxing, copying, operating postage machine, and troubleshooting when necessary; maintains files in a neat and orderly manner.
- Performs general receptionist duties. Meets and greets public in a pleasant manner, determines nature and purpose of visit, and directs or escorts them to specific destinations or appropriate persons. Answers and screens telephone calls in a polite and knowledgeable manner. Takes accurate messages, including those in confidence, answers basic procedural questions, and/or forwards calls for staff.
- Oversees the general tidiness and organization of the reception and public areas.
- Types or word processes correspondence, information on forms and reports from copy, rough draft, or own compiled information.
- Composes routine correspondence and documents from notes, verbal instructions, standard text, or own initiative.
- Files correspondence, invoices, receipts, and other records in alphabetical or numerical order or according to the filing system used. Locates and removes material from file when requested.
- Assists others as needed with emergency tasks.
- Performs administrative work as needed for various managers.

- Considerable ability to establish and maintain effective working relationships with supervisors, co-workers and the general public.
- Regular attendance is a requirement of this position.
- Other duties as assigned.

Knowledge, Skills and Abilities

Working knowledge of secretarial principles and practices (typing and filing) and office procedures and techniques.

Good knowledge of business English, grammar and punctuation, including the ability to compose moderately complex correspondence and reports.

Knowledge of and the ability to operate a computer, including related software applications.

Knowledge of the operation of standard office machines, including calculator, facsimile machine, copier, etc.

Ability to follow oral and written instructions and to organize and express thoughts and ideas through oral and written communications.

Ability to learn quickly; ability to work independently and effectively with minimum supervision, and to be self-motivated and resourceful.

Ability to read and comprehend standard instructions, correspondence and memos and to write routine reports and correspondence.

Ability to perform multiple office and clerical tasks with interruptions, meet deadlines, perform duties promptly with attention to detail and accuracy; and prioritize and organize work.

Considerable ability to establish and maintain effective working relationships with supervisors, co-workers and the general public.

Must have pleasant, courteous, and outgoing attitude.

Working Conditions

Work generally takes place during normal office hours in a climate controlled office setting involving extensive computer use and potential interruptions.

Recruiting Requirements

- Basic knowledge of Microsoft Word Office Suite; good Excel skills
- Ability to read, speak and write English
- Ability to perform advanced math (analysis, data/number manipulation, cash counting/deposit balancing)
- Ability to use independent judgment and discretion in decision making
- Ability to deal with the general public and vendors in person and on the phone in a professional manner
- Ability to work with unscheduled interruptions
- Ability to maintain detailed records

- Ability to key board/use ten key with accuracy
- Ability to move/lift files, papers, etc weighing up to five pounds

Education and/or Experience:

- Working knowledge of Microsoft Office Suite such as Excel, Word, and Outlook
- Excellent verbal and written communication skills.
- Strong interpersonal skills required to work as part of a team
- Reliable, dependable and punctual.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change.

City of Pacific

2014 Amended SALARY and Authorized FTE SCHEDULE

Position	Full Time Equivalents Number Authorized and Budgeted	Monthly Salary Range	
		Minimum	Maximum
Elected Mayor	1.0	750.00	750.00
Elected Council Member	7.0	200.00	200.00
Total Elected Officials	8.0		
Public Safety Director	1.0	8,333.33	9,023.66
Community Development Manager	1.0	5,441.00	7,000.00
City Engineer	0.5	5,945.43	6,892.42
Police Lieutenant	1.0	7,612.73	8,750.00
Finance Director/City Administrator	1.0	6,934.00	9,000.00
Public Works Lead	1.0	4,490.63	5,205.89
Police Sergeant	1.0	6,591.51	7,500.00
Public Works Manager	1.0	5,441.00	7,000.00
Water/Stormwater Manager	1.0	4,359.83	5,054.00
Building Inspector/Code Enforcement	1.0	4,360.00	5,250.00
Police Detective	1.0	5,500.00	7,150.00
City Clerk	1.0	4,693.00	6,000.00
Office Assistant	1.0	2,717.00	3,150.00
Court Administrator	1.0	4,293.28	6,271.00
Police Officer	6.0	4,411.78	6,250.00
Associate Planner	1.0	4,232.84	5,100.00
Maintenance Worker II	4.0	3,651.31	4,500.00
Maintenance Worker I	1.0	3,441.71	4,233.00
Permit Technician	0.8	3,651.31	4,500.00
Lead Finance Technician	1.0	3,651.31	4,232.84
Finance Technician II	1.0	3,544.94	4,109.58
Evidence Technician	1.0	3,544.94	4,109.58
Police Services Specialist II	1.0	3,544.94	4,233.00
Assistant Utility Billing Clerk	1.0	3,545.00	4,110.00
Court Clerk	1.0	3,441.71	4,110.00
Community Services Assistant	1.0	2,716.92	3,250.00
Bus Driver/Activities Coordinator	0.8	2,716.92	3,149.63
Youth Services Coordinator	1.0	2,716.92	3,250.00
		Hourly Rates	
Correction Sergeant (1)		21.09	21.09
Correction Officer (3)		20.56	20.56
Community Services Assistant (seasonal)		12.00	12.00
PW Seasonal Maintenance (2)			15.67
Total Authorized and Budgeted Staff	35.00		

AGENDA ITEM NO. 4D



Agenda Bill No. 14-110

TO: Mayor Guier and City Council Members
FROM: Richard A. Gould, Finance Director
MEETING DATE: June 2, 2014
SUBJECT: Ordinance No 2014-1863 Amending the 2014 FTE Schedule

ATTACHMENTS: Ordinance No. 2014-1863
Amended Salary Schedule-2014
Adopted Salary Schedule-2014

Previous Council Review Date: The Finance Committee reviewed and discussed this at the May meeting on the 20th.

Summary: This Ordinance is presented to amend the 2014 Budget for the Salary Schedule regarding the following items:

Change the Public Works & Community Development Director to the Community Development Manager and Public Works Manager (two positions).

Adding two seasonal maintenance workers to Public Works.

Adding the City Administrator title and job description to the Finance Director.

Adding the Office Assistant position to Administration.

Removing the Community Services Director.

Minor range changes to reflect accurate salary ranges for 2014.

These additions, adjustments and deductions will not increase the approved budget for 2014.

Recommendation/Action: Accept this as the second reading (waiving the first) and adopt Ordinance No. 2014-1863 adopting the Amended-Budget for the year 2014 and amending the Salary Schedule (staffing levels).

Motion for Consideration: I move to accept this as the second reading and adopt Ordinance No. 2014-1863 amending the Budget for the year 2014 and setting forth the amended Salary Schedule.

Budget Impact: none

Alternatives: N/A
Revised 09/26/13

Proposed Staff Changes/Increases for 2014

Mayor Guier presented Council with her proposed staff changes and additions at the Council Retreat on May 3rd. The Finance Committee has asked the Finance Director to show how this would impact this year and next year (2015) for sustainability. Staff presented the impact on 2014 during the past two council meetings (workshop/meeting) a net decrease in payroll costs of approximately \$45,000. This is based upon projections which include actual payroll through May and step, range, union negotiation and staff additions/increases. 2015 has been projected using budget preparation methodology of minor revenue increases based on historical and economic trends.

Staff prepared a table based upon historical data for 2010 through 2013, and projections for 2014 and 2015. Staff included significant costs that can be impacted by staff size. That is to say that when the staff size is changed these costs will also react to these changes. The costs used are:

- (1) Legal
- (2) Liability Insurance and
- (3) Consulting Expenses

The results can be seen in table one below. A common denominator of “percentage of revenue” was used to follow the trend on staff changes.

	2010	2011	2012	2013	2014	2015
Salary and Wages	\$2,089,266.33	\$2,171,817.83	\$1,966,180.77	\$1,812,312.76	\$2,182,921.17	\$2,292,067.23
Legal Exp	\$ 82,551.50	\$ 84,913.75	\$ 307,857.97	\$ 263,404.92	\$ 108,000.00	\$ 80,000.00
Liability Insurance	\$ 163,290.90	\$ 192,510.81	\$ 146,218.18	\$ 307,535.62	\$ 173,000.00	\$ 150,000.00
Consulting Expenses	\$ 181,616.38	\$ 211,467.18	\$ 123,376.97	\$ 151,691.07	\$ 90,000.00	\$ 60,000.00
Total Expenses	\$2,516,725.11	\$2,660,709.57	\$2,543,633.89	\$2,534,944.37	\$2,553,921.17	\$2,582,067.23
Revenues:						
General Fund	\$3,091,546.53	\$3,335,867.89	\$3,535,651.96	\$3,228,036.71	\$3,247,114.00	\$3,275,500.00
Senior Services	\$ 30,584.48	\$ 18,013.88	\$ 10,751.06	\$ 20,214.19	\$ 15,625.00	\$ 25,000.00
Youth Services	\$ 13,834.36	\$ 12,537.39	\$ 11,511.61	\$ 13,062.33	\$ 6,800.00	\$ 10,000.00
Parks	\$ 16,883.24	\$ 18,054.95	\$ 19,128.23	\$ 13,090.61	\$ 11,275.00	\$ 15,000.00
Criminal Justice	\$ 414,063.33	\$ 471,503.52	\$ 370,243.26	\$ 497,572.12	\$ 534,119.36	\$ 550,000.00
Street	\$ 214,091.84	\$ 154,767.89	\$ 250,596.49	\$ 152,638.14	\$ 386,355.00	\$ 400,000.00
Water	\$1,018,109.10	\$1,019,933.90	\$1,004,821.96	\$1,028,357.83	\$1,042,452.41	\$1,075,000.00
Sewer	\$1,412,140.62	\$1,560,039.61	\$1,628,875.60	\$1,773,029.36	\$1,933,788.25	\$1,975,000.00
Garbage	\$ 864,433.05	\$ 895,694.75	\$ 686,968.20	\$ 24,786.57	\$ 6,000.00	\$ 10,000.00
Stormwater	\$ 536,401.17	\$ 628,103.16	\$ 681,645.79	\$ 594,436.86	\$ 610,000.00	\$ 620,000.00
Total Revenues	\$7,612,087.72	\$8,114,516.94	\$8,200,194.16	\$7,345,224.72	\$7,793,529.02	\$7,955,500.00
Percentage of Revenue	33.1%	32.8%	31.0%	34.5%	32.8%	32.5%

The percentage of revenue for each dollar spent on payroll and related expenses is nearly unchanged from 2010 through 2015. The last year that staff was similar to what Mayor Guier proposes was 2011. 2012 and 2013 saw drastic changes due to administrative changes.

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2014-1863**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
AMENDING THE BUDGET FOR THE YEAR 2014; AMENDING
ORDINANCE NO. 1850, ADOPTED DECEMBER 9, 2013.**

WHEREAS, the City Council adopted Ordinance No. 1850, adopting the budget for the year 2014 on December 9, 2013; and

WHEREAS, pursuant to RCW 35A.33.120, the City Council may authorize the expenditure of funds in excess of estimated financing received during the current fiscal year by ordinance amending the original budget; and

WHEREAS, the City Council previously approved a 2014 Salary Schedule for the City of Pacific and has since approved an increase in staffing levels for the Public Works Department changing the previously authorized Public Works & Community Development Director to a Public Works Manager and a Community Development Manager and adding two seasonal maintenance workers; and an adjustment in Finance by adding City Administrator job responsibilities to the Finance Director; and an increase in administration by adding an Office Assistant; and the removal of the Community Services Director from the 2014 Salary Schedule; and minor range adjustments to reflect accurate salary ranges for the year 2014; and

WHEREAS, the City Council now desires to amend the budget for the year 2014 to amend the Salary Schedule;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. The 2014 Salary Schedule is amended as per Attachment "A" showing authorized, budgeted staffing levels.

Section 2. Effective Date. This Ordinance shall take effect and be in full force five (5) days from and after its passage, approval and publication as required by law.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
9TH DAY OF JUNE, 2014.**

APPROVED

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

City Attorney

City of Pacific

2014 SALARY and Authorized FTE SCHEDULE

Position	Full Time Equivalents Number Authorized and Budgeted	Monthly Salary Range	
		Minimum	Maximum
Elected Mayor	1.0	750.00	750.00
Elected Council Member	7.0	200.00	200.00
Total Elected Officials	8.0		
Public Safety Director	1.0	8,333.33	9,023.66
Public Worker & Community Development Director	1.0	5,441.00	6,307.00
City Engineer	1.0	5,945.43	6,892.42
Police Lieutenant	1.0	7,612.73	8,696.79
Finance Director	1.0	6,667.00	8,320.00
Public Works Lead	1.0	4,490.63	5,205.89
Police Sergeant	1.0	6,591.51	7,280.08
Building Inspector	1.0	4,359.83	5,205.89
Water/Stormwater Manager	1.0	4,359.83	5,205.89
Community Services Director	1.0	4,047.62	4,692.95
Police Detective	1.0	4,562.43	6,274.36
City Clerk	1.0	4,693.00	6,000.00
Court Administrator	1.0	4,293.28	6,271.00
Police Officer	6.0	4,411.78	5,919.21
Associate Planner	1.0	4,232.84	4,907.03
Maintenance Worker II	4.0	3,651.31	4,232.84
Maintenance Worker I	1.0	3,441.71	3,989.86
Permit Technician	1.0	3,651.31	4,232.84
Lead Finance Technician	1.0	3,651.31	4,232.84
Finance Technician II	1.0	3,544.94	4,109.58
Evidence Technician	1.0	3,544.94	4,109.58
Police Services Specialist II	1.0	3,544.94	4,109.58
Assistant Utility Billing Clerk	1.0	2,716.92	3,149.63
Court Clerk	1.0	3,441.71	3,989.86
Community Services Assistant	1.0	2,716.92	3,149.63
Bus Driver/Activities Coordinator	0.75	2,716.92	3,149.63
Youth Services Coordinator	1.0	2,716.92	3,149.63
		Hourly Rates	
Correction Sergeant (1)		21.09	21.09
Correction Officer (3)		20.56	20.56
Youth Services Assistant (seasonal)		9.50	11.83
Total Authorized and Budgeted Staff	34.75		

City of Pacific

2014 Amended SALARY and Authorized FTE SCHEDULE

Position	Full Time Equivalents Number Authorized and Budgeted	Monthly Salary Range	
		Minimum	Maximum
Elected Mayor	1.0	750.00	750.00
Elected Council Member	7.0	200.00	200.00
Total Elected Officials	8.0		
Public Safety Director	1.0	8,333.33	9,023.66
Community Development Manager	1.0	5,441.00	7,000.00
City Engineer	0.5	5,945.43	6,892.42
Police Lieutenant	1.0	7,612.73	8,750.00
Finance Director/City Administrator	1.0	6,934.00	9,000.00
Public Works Lead	1.0	4,490.63	5,205.89
Police Sergeant	1.0	6,591.51	7,500.00
Public Works Manager	1.0	5,441.00	7,000.00
Water/Stormwater Manager	1.0	4,359.83	5,054.00
Building Inspector/Code Enforcement	1.0	4,360.00	5,250.00
Police Detective	1.0	5,500.00	7,150.00
City Clerk	1.0	4,693.00	6,000.00
Office Assistant	1.0	2,717.00	3,150.00
Court Administrator	1.0	4,293.28	6,271.00
Police Officer	6.0	4,411.78	6,250.00
Associate Planner	1.0	4,232.84	5,100.00
Maintenance Worker II	4.0	3,651.31	4,500.00
Maintenance Worker I	1.0	3,441.71	4,233.00
Permit Technician	0.8	3,651.31	4,500.00
Lead Finance Technician	1.0	3,651.31	4,232.84
Finance Technician II	1.0	3,544.94	4,109.58
Evidence Technician	1.0	3,544.94	4,109.58
Police Services Specialist II	1.0	3,544.94	4,233.00
Assistant Utility Billing Clerk	1.0	3,545.00	4,110.00
Court Clerk	1.0	3,441.71	4,110.00
Community Services Assistant	1.0	2,716.92	3,250.00
Bus Driver/Activities Coordinator	0.8	2,716.92	3,149.63
Youth Services Coordinator	1.0	2,716.92	3,250.00
		Hourly Rates	
Correction Sergeant (1)		21.09	21.09
Correction Officer (3)		20.56	20.56
Community Services Assistant (seasonal)		12.00	12.00
PW Seasonal Maintenance (2)			15.67
Total Authorized and Budgeted Staff	35.00		

AGENDA ITEM NO. 4E



Agenda Bill No. 14-111

TO: Mayor Guier and City Council Members
FROM: Richard Gould, Finance Director
MEETING DATE: June 2, 2014
SUBJECT: Approval of legal services agreements with Morris Law, PC and Summit Law Group, PLLC

ATTACHMENTS:

- Resolution No. 2014-175
- Legal Services Agreement with Morris Law, PC
- Letter of Engagement with Summit Law Group, PLLC

Previous Council Review Date: N/A

Summary: On May 12, 2014, Council selected Morris Law, PC and Summit Law Group, PLLC to provide legal services to the City of Pacific. Presented at this evening’s meeting are the agreements for Council consideration.

Recommendation/Action: Move to approve the legal services agreements for Morris Law, PC and Summit Law Group, PLLC.

Motion for Consideration: I move to approve the legal services agreements with Morris Law, PC and Summit Law Group, PLLC

Budget Impact:	Carol Morris	\$220.00/hr.
	Jennifer Robertson	\$190.00/hr.
	Legal Assistants	\$75.00/hr.
	Sofia Mabee	\$275.00/hr.

Alternatives:

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2014-175**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE
LEGAL SERVICES AGREEMENTS OF MORRIS LAW, PC, AND SUMMIT LAW
GROUP, PLLC**

WHEREAS, a request for proposal was issued on March 25 2014 and closed on April 25, 2014; and

WHEREAS, the City received four proposals and Council selected Morris Law, PC, and Summit Law, PLLC to provide legal services to the City of Pacific

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

Section 1. The City Council of the City of Pacific agrees to enter into an agreement for legal services with Morris Law, PC, and Summit Law, PLLC as the city attorneys for 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.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
9th DAY OF JUNE, 2014.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APROVED AS TO FORM:

CITY ATTORNEY

**LEGAL SERVICES AGREEMENT
CITY ATTORNEY**

This Agreement is entered into by and between the City of Pacific, hereinafter referred to as the "City" and Carol A. Morris of Morris Law, P.C., hereinafter referred to as the "City Attorney."

WHEREAS, the parties desire to define the services to be provided by the City Attorney, and the costs associated therewith; Now, Therefore,

The parties hereto agree as follows:

Terms.

Section 1. Term. The term of this Agreement shall be from the date this Agreement is executed by both parties, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement with or without cause, by providing thirty (30) days written notice to the other party.

Section 2. Duties.

A. Carol Morris shall serve as the City Attorney.

B. The City Attorney shall be principally responsible for performing all legal work for the City, except as set forth in subsection 2(C) below. The following list of duties is illustrative of the services to be performed by the City Attorney, but is not necessarily inclusive of all duties:

1. The City Attorney shall provide services in the offices of Morris Law, P.C., 3304 Rosedale Street N.W., Suite 200, Gig Harbor, WA. The City may schedule appointments with the City Attorney as needed, either in the Morris Law office or in City Hall in Pacific. The City Attorney will not attend City Council meetings in Pacific unless specifically requested to do so. The City may ask the City Attorney to attend meetings on issues relating to City business in other locations.

2. The City Attorney shall draft City ordinances, contracts, resolutions, interlocal agreements, correspondence and other legal documents as requested by the City;

3. The City Attorney shall represent the City in lawsuits and other contested proceedings commenced by the City;

4. The City Attorney shall represent the City in lawsuits and other contested proceedings in which the City is named as a defendant;

5. The City Attorney shall approve all legal documents as to proper form and content;

6. The City Attorney shall advise the Mayor, Councilmembers, staff members, committee members, commission members and board members with regard to legal matters relating to their respective duties being performed for the City, or by telephone, in person and/or by written memo, on routine City business;

7. The City Attorney shall be available on an as-needed basis to discuss legal matters with citizens, which affect the City and respond to citizen inquiries in person, in writing or by telephone involving City business;

8. The City Attorney may be asked to attend Council meetings and work sessions;

10. The City Attorney may be asked to attend board meetings, commission meetings, committee meetings or any other type of meeting on an as-needed basis, including meetings with other governmental agencies as necessary on matters involving the City; and

11. The City Attorney shall perform such other duties as are necessary and appropriate in order to provide the City with legal representation.

C. The City Attorney's duties shall not include the following:

1. Providing public defense services for indigent defendants;

2. Providing criminal prosecution services or representation of the City in seizure/forfeiture hearings;

3. Providing legal services associated with union negotiations, personnel or employment matters, disciplinary proceedings;

4. Representing the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;

5. Providing legal services where the City has insurance coverage that provides for legal services to the City, the City has tendered the defense of the lawsuit to the insurance carrier, and the insurance carrier has assigned the lawsuit to an attorney other than the City Attorney. Provided, however, that if the insurance carrier has assigned the lawsuit to an attorney other than the City Attorney, the City Attorney may monitor the lawsuit, as requested by the City, on a case-by-case basis. The City

acknowledges that the insurance carrier may retain the City Attorney to provide legal services.

Section 3. Compensation. The City shall pay the City Attorney for work performed according to the hourly rates provided below:

Carol Morris	\$220.00/hr.
Jennifer Robertson	\$190.00/hr.

Legal Assistants will bill only with advance permission of the Mayor. The hourly rate for Legal Assistants is \$75.00.

The City Attorney shall obtain permission in advance from the Mayor if the City Attorney's invoice for City Attorney services is estimated to exceed \$7,000.00 in any one month. The parties will renegotiate the City Attorney's compensation for the year 2016 on or before December 1, 2015.

B. Development Proposals. On all projects for which the City is able to seek reimbursement, pursuant to an ordinance authorizing such reimbursement (if one has been adopted), from a development proponent for the City's costs, the City Attorney shall charge its regular hourly rates of \$280.00 per hour. The types of projects that would be included in this category are: LID's, ULID's, annexations not initiated by the City, development agreements, latecomer's agreements, and all other projects for which the City is entitled, by ordinance, to receive reimbursement from another source.

C. Reimbursable Costs. The City Attorney shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees, large copying or mailing projects and other similar expense items.

Section 3. Equipment and Other Resources. The City Attorney shall provide, at no cost to the City, its own cell phone, access to standard on-line computer legal research databases, long distance telephone, cell phone service, mileage, etc.

Section 4. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regard to the legal work to be performed on behalf of the City, and the rates to be charged therefore.

Section 5. Professional Liability Insurance. The City Attorney will maintain professional liability and other insurance in an amount of Two Million Dollars (\$2,000,000.00).

Section 6. Independent Contractor. The City Attorney is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligation to pay to the City Attorney or any of its employees, sick leave, vacation, pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments

made to the City Attorney which may arise as an incident of the City Attorney performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the City Attorney.

Section 7. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by the City under this Agreement specifically for the City are the property of the City and shall be forwarded to the City upon request. The City may use such documentation as the City deems fit. The City agrees that if such data, materials, reports, memoranda and other documents prepared by the City Attorney are used for purposes other than those intended in this Agreement, that the City does so at its sole risk.

Section 8. Hold Harmless. The City Attorney and Morris Law, P.C. agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City Attorney. The City agrees to indemnify, hold harmless, and defend the City Attorney and the Morris Law, P.C. from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents.

Section 9. Rules of Professional Conduct. All services provided by the City Attorney and Morris Law, P.C. under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

Section 10. Subcontracting or Assignment. The City Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

Dated this __ day of _____, 2014.

CITY OF PACIFIC

By _____
Mayor Leanne Guier

ATTEST/AUTHENTICATED:

By _____
City Clerk

APPROVED AS TO FORM:

By _____

MORRIS LAW, P.C.

By _____
Carol A. Morris, President



315 Fifth Ave S Suite 1000
Seattle, Washington 98104
phone: 206.676.7000
fax: 206.676.7001

SOFIA D. MABEE
DID: (206) 676-7012
EMAIL: sofiam@summitlaw.com

May 29, 2014

Amy Stevenson-Ness, City Clerk
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Re: Engagement of Summit Law Group

Dear Ms. Stevenson-Ness:

Thank you for hiring Summit Law Group to represent the City of Pacific with regard to personnel legal services. We will represent your interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on your behalf.

If you have not yet had an opportunity to view the background of Summit Law Group, please take a moment to view our website (www.summitlaw.com). Summit Law Group was founded on the principles that the market for legal services has dramatically changed and that a modern firm should be leaner, more efficient and more customer-responsive. We want to form productive working partnerships with our customers, delivering a better product at greater value.

Fee Arrangements. We will build a working partnership with you to enable you to maintain control over the scope and cost of your legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite you to pay in accordance with your perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount, upward or downward, based on your perception of the value that you have received.

At present, my current hourly rate applicable to this engagement is \$270. The billing rates and contact information of the Summit team members who are expected to work on this engagement are included in the Appendix to this letter.

Amy Stevenson-Ness, City Clerk
May 28, 2014
Page 2

Unless otherwise agreed in writing, we will provide you with full itemized billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, fax, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other third party vendor expenses (e.g., for high volume photocopying, courier and messenger services, conference calls and other extraordinary expenses). Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix which includes additional terms of this engagement. Together, this letter and the Appendix shall constitute the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Sincerely,

SUMMIT LAW GROUP PLLC

Michelle Ummer, for

Sofia D. Mabee

AGREED AND ACCEPTED:

CITY OF PACIFIC

By _____
Its _____
Dated _____

**Appendix to Engagement Letter of
Summit Law Group, PLLC**

The term "you" below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client's authorized representative, but the term "you" below refers to the entity client.

Identity of Client.

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

Scope of Engagement.

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

Summit Team Assigned to This Engagement.

At Summit Law Group, we assign a team to your engagement. Your team includes the individuals listed below.

Attorney	Direct Dial	Email	Hourly Rate
Sofia D. Mabee	(206) 676-7112	<i>sofiam@summitlaw.com</i>	\$270
Peter Altman	(206) 676-7048	<i>petera@summitlaw.com</i>	\$225
Kristin D. Anger	(206) 676-7012	<i>kirstina@summitlaw.com</i>	\$270
Denise L. Ashbaugh	(206) 676-7094	<i>denisea@summitlaw.com</i>	\$255
Michael C. Bolasina	(206) 676-7006	<i>mikeb@summitlaw.com</i>	\$270
Elizabeth R. Kennar	(206) 676-7068	<i>bethk@summitlaw.com</i>	\$270
Otto G. Klein	(206) 676-7034	<i>ottok@summitlaw.com</i>	\$300

Attorney	Direct Dial	Email	Hourly Rate
Shannon E. Phillips	(206) 676-7092	<i>shannonp@summitlaw.com</i>	\$270
Bruce L. Schroeder	(206) 676-7052	<i>bruces@summitlaw.com</i>	\$300
Rodney B. Younker	(206) 676-7080	<i>rody@summitlaw.com</i>	\$295
Linda Swanson		<i>lindas@summitlaw.com</i>	\$125

Billing and Payment.

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.

If we have more than one client in this engagement, then each is jointly and severally obligated to pay us unless we agree otherwise in writing. Any outside arrangements you may have for allocation, reimbursement, insurance, indemnification or the like will not relieve you of your obligation to pay amounts due.

Conflict Check.

At the beginning of each engagement we conduct a review of potential conflicts of interest to ensure compliance with the Rules of Professional Conduct, using names that you have provided. As we move forward, please be sure to immediately provide us with any new or different names of adverse or interested parties so that we may update our conflict check.

Return of Files.

After this engagement has ended, you may request the return of your files. If you do not do so and you would like us to keep your files, then we will do this. Depending on the size of the files, we may charge you for the cost of continued storage.

AGENDA ITEM NO. 4F



Agenda Bill No. 14-112

TO: Mayor Guier and City Council Members
FROM: Darcie Thach, Assistant Director Community Services
MEETING DATE: June 2, 2014
SUBJECT: Surplus of counter top microwave

ATTACHMENTS: Resolution No. 2014-176

Previous Council Review Date: none

Summary: Surplus Pacific Algona Senior Center counter top microwave, due to it not working. We already have another microwave donated to the Senior Center.

Recommendation/Action: Surplus old counter top microwave, Sharp Carousel, serial # 112060, manufacture date 1997.

Motion for Consideration: Move to surplus the old counter top Sharp Carousel microwave in the Pacific Algona Senior Center

Budget Impact: None. A new microwave was donated.

Alternatives: None

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-176

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE SURPLUS OF A COUNTER TOP SHARP MICROWAVE FROM THE
PACIFIC ALGONA SENIOR CENTER**

WHEREAS, the counter top Sharp microwave in the Senior Center is no longer working, and

WHEREAS, the Pacific Algona Senior Center already has a donated microwave in place.

WHEREAS, the Mayor, on behalf of the City of Pacific, has indicated the City's willingness to surplus the old Sharp microwave;

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

Section 1. Authorize the surplus of the old, non-functioning, counter top microwave located in the Pacific Algona Senior Center, Sharp Carousel Microwave, serial # 112060, manufacture date 1997.

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

**PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING
THEREOF ON JUNE 9, 2014.**

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Kenyon Luce, City Attorney

AGENDA ITEM NO. 4G



Agenda Bill No. 14-113

TO: Mayor Guier and City Council Members

FROM: Paula Wiech

MEETING DATE: June 2, 2014

SUBJECT: Hiranaka-Hatch Habitat Property Name

ATTACHMENTS: Draft Resolution 2014-177, Naming the Property Recently Purchased by the City of Pacific from Karen Hatch

Previous Council Review Date: February 18, 2014

Summary: This property abuts the Interurban Trail, and will be used for wetland mitigation needed to complete other portions of the Trail. The Milwaukee Ditch runs diagonally through the 1.36 acre site, before flowing south and eventually discharging to the White River. Enhancing the property with wetlands will contribute to a thriving habitat while aiding in the development of crucial segments of the Interurban Trail through the City of Pacific, and providing the City with a new passive park.

This property has been called "Hatch Habitat" for several years. Prior to selling this property to the City of Pacific, Karen Hatch requested that it be formally named "Hiranaka-Hatch Habitat" in honor of prior owners. The City of Pacific Board of Park Commissioners reviewed Karen Hatch's request at their March 4, 2014 Meeting, and recommended to the City Council that Mrs. Hatch's wishes be honored in the naming of this property.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-177.

Motion for Consideration: Move to approve Resolution No. 2014-177, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE NAMING OF PROPERTY PURCHASED FROM KAREN A. HATCH AND LOCATED AT 310 2ND AVENUE "HIRANAKA-HATCH HABITAT".

Budget Impact: The cost of a sign, which would have to be purchased to identify the property, no matter what it is called.

Alternatives: No alternatives have been suggested.

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2014-177**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE NAME OF "HIRANAKA-HATCH HABITAT" TO DESIGNATE CERTAIN REAL PROPERTY LOCATED AT 310 2nd AVENUE SW IN THE CITY OF PACIFIC RECENTLY PURCHASED BY THE CITY OF PACIFIC FOR USE AS A WETLAND MITIGATION SITE AND PASSIVE PARK.

WHEREAS, the City of Pacific ("the City") has recently purchased a certain parcel of property from Karen A. Hatch located at 310 2nd Avenue SW; and

WHEREAS, the property had been referred to as "Hatch Habitat" in the application and reports for a 2010 King County Conservation Futures Grant award for 50% of the purchase price of this property; and

WHEREAS, before the property sale was completed, the seller, Karen A. Hatch, requested that the property be henceforth named "Hiranaka-Hatch Habitat", in honor of its previous owners; and

WHEREAS, the herein described property has been purchased in order to provide a wetland mitigation site to offset the impacts of future improvements to the Interurban Trail, as well as to create wildlife habitat and a passive park adjacent to a segment of this trail; and

WHEREAS, the Board of Park Commissioners reviewed Karen Hatch's request at their March 4, 2014 regular meeting, and recommended the name "Hiranaka-Hatch Habitat" for this new City of Pacific park,

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

Section 1: That the real property located at 310 2nd Avenue SW and purchased from Karen A. Hatch: King County Parcel Number 3353401010, be henceforth known as "Hiranaka-Hatch Habitat".

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

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

AGENDA ITEM NO. 4H



Agenda Bill No. 14-114

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 9, 2014
SUBJECT: Contract with _____ – Valentine Ave Construction

ATTACHMENTS: Resolution 2014-178

Previous Council Review Date: N/A

Summary: The Cities of Pacific and Sumner have received funding for the construction of improvements for Valentine Avenue. The design was complete and the City of Sumner solicited bids for construction. _____ bids were received for the project. The engineers estimate for the project was \$_____ M. The lowest responsible bidder was _____ at \$_____M. The City of Pacific share of the cost is estimated to be \$_____M.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-178.

Motion for Consideration: Move to approve Resolution No. 2014-178, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXPENDITURE OF FUNDS WITH FOR THE CONSTRUCTION OF VALENTINE AVENUE IMPROVEMENTS.

Budget Impact: The cost for this service is estimated to be \$_____ and shall be paid from the CERB Grant Funds, Ecology Grant, STP Grant, Public Works Trust Fund Loans, and City Enterprise Funds.

Alternatives: None.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-178

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
EXPENDITURE OF FUNDS FOR THE CONSTRUCTION OF VALENTINE AVENUE
IMPROVEMENTS**

WHEREAS, the City has an inter-local agreement with the City of Sumner to cooperatively improve Valentine Avenue (136th Ave E) from 24th Street East to County Line Road; and

WHEREAS, the City has received funding from CERB, ECOLOGY, Public Works Trust Fund and STP for the Construction of improvements on Valentine Avenue; and

WHEREAS, the project was recently advertised for bids; and

WHEREAS, the lowest responsive bidder was _____.

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

Section 1. The Pacific City Council hereby authorizes the expenditure of funds to the lowest and best bidder in the estimated amount of \$ _____ for the Valentine Avenue Improvements Project.

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 9th day of June, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON NESS, CITY CLERK

APPROVED AS TO FORM:

_____, CITY ATTORNEY

FILED WITH THE CITY CLERK: 05.14.14
PASSED BY THE CITY COUNCIL: 05.27.14
EFFECTIVE DATE: 05.27.14
RESOLUTION NO:

AGENDA ITEM NO. 4I



AGENDA BILL NO. 14-115

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 2, 2014
SUBJECT: West Valley Contract Amendment

ATTACHMENTS: AHBL Proposed Contract Amendment No. 1 for West Valley Highway Design Services

Previous Council Review Date:

Summary: The attached Resolution provides approval of expenditures with AHBL, Inc. for additional design engineering services of the West Valley Highway Improvement projects. The Pacific City Council previously authorized by Resolution a professional services agreement between the City of Pacific and AHBL for design engineering services of the West Valley Highway Project. The past several weeks, staff has defined the scope and negotiated the proposed fees for these additional services.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-179.

Motion for Consideration: Move to approve Resolution No. 2014-179, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF SUPPLEMENT NO. 1 TO A CONTRACT WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH ADDITIONAL WORK FOR THE FIRST PHASE OF THE WEST VALLEY HIGHWAY IMPROVEMENT PROJECTS.

Budget Impact: If accepted by City Council, the costs of the services is \$100,000.00 and would be paid from the PSRC grant and the remainder from the City's Street Construction funds.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-179

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF SUPPLEMENT NO. 1 TO A CONTRACT WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH ADDITIONAL WORK FOR THE FIRST PHASE OF THE WEST VALLEY HIGHWAY REHABILITATION PROJECT.

WHEREAS, in 2012 the Puget Sound Regional Council selected the King County portion of the West Valley Highway Rehabilitation Project in Pacific to receive design funding; and

WHEREAS, in 2012 the Puget Sound Regional Council placed the Pierce County portion of the West Valley Highway Rehabilitation Project on the contingency list; and

WHEREAS the City Council, by Resolution No ____ approved a contract with AHBL for preliminary design engineering services for the King County portion of the West Valley Highway Rehabilitation Project; and

WHEREAS, the Puget Sound Regional Council has selected to now fund the Pierce County Portion of the West Valley Highway Rehabilitation Project to receive additional funding; and

WHEREAS AHBL begun the preliminary design engineering services for the King County portion of the West Valley Highway Rehabilitation Project; and

WHEREAS AHBL assisted the City of Pacific in completing the application for the Pierce County portion of the West Valley Highway Rehabilitation Project; and

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

Section 1, The Pacific City Council hereby authorizes the execution of Supplement No.1 to the contract authorized by Resolution No 2014-179 between the City of Pacific and AHBL for preliminary design engineering services of the West Valley Highway Rehabilitation Project.

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:

KEN LUCE, CITY ATTORNEY

AGENDA ITEM NO. 4J



Agenda Bill No. 14-116

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: June 9, 2014

SUBJECT: King County Flood District Flood Reduction Fund Application for financial assistance to open and close the park

ATTACHMENTS: Resolution 2014-180

Previous Council Review Date: N/A

Summary: The City of Pacific stakeholders have requested use of the 3rd Ave SE park during the non-flood season. This requires time and effort to remove the HESCO barriers at the points of ingress and egress. The King County Flood District Flood Reduction Fund is a potential source of funds to pay for opening and closing the park.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-180.

Motion for Consideration: Move to approve Resolution No. 2014-180, A RESOLUTION AUTHORIZING APPLICATION FOR KING COUNTY FLOOD DISTRICT FLOOD REDUCTION FUND FOR FINANCIAL ASSISTANCE TO OPEN AND CLOSE CITY PARK.

Budget Impact: There is no immediate budget impact associated with the passage of this measure.

Alternatives: Deny the measure and find alternative funding source to pay to open and close the park.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-180

**A RESOLUTION AUTHORIZING APPLICATION FOR KING COUNTY FLOOD
DISTRICT FLOOD REDUCTION FUND FOR FINANCIAL ASSISTANCE TO OPEN
AND CLOSE CITY PARK**

WHEREAS, the citizens of Pacific use the City Park for community and personal activities; and

WHEREAS, the opening and closing of the park for purposes of stakeholder use and flood protection is a costly and time consuming, task beyond the budget and skill level of the City, and

WHEREAS, by executing the application, the City of Pacific agrees to conform to the regulations, statutes, terms and conditions of the King County Flood District Flood Reduction Fund Program.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an application with King County Flood District for Flood Reduction Funds in the amount of \$_____ for construction services to open and close City Park.

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 9th DAY OF JUNE, 2014.

CITY OF PACIFIC

Mayor Leanne Guier

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

Approved as to form:

City Attorney

AGENDA ITEM NO. 4K



Agenda Bill No. 14-117

TO: Mayor Guier and City Council Members
FROM: Ken Barnett, Interim Public Works Director
MEETING DATE: June 2, 2014
SUBJECT: Resolution to approve an Interlocal Agreement between the City of Pacific and Pierce County for traffic maintenance services.

ATTACHMENTS: Resolution No. 2014-181
Memorandum of Agreement between the City of Pacific and Pierce County for traffic maintenance services and operation.

Previous Council Review Date:

Summary: Peirce County can provide traffic maintenance and operation services, including but not limited to, street lighting, traffic signs, roadway markings, raised pavement markings, and minor engineering projects, as requested by the City.

Recommendation/Action: Staff recommends the Council move this item forward to the June 9, 2014, regular meeting for approval.

Motion for Consideration: I move to approve Resolution number 2014-181 authorizing the Mayor to execute the (Interlocal Agreement between the City of Pacific and Pierce County for traffic maintenance and operation services.

Budget Impact: Operational savings for the Street funds

Alternatives:

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2014-181**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PACIFIC AND PIERCE COUNTY FOR TRAFFIC MAINTENANCE
SERVICES.**

WHEREAS, the CITY has a need for specific traffic maintenance services and has requested said services as described below to be performed by the Pierce County Public Works and Utilities Department, Traffic Division.

WHEREAS, the COUNTY agrees to perform the work described below at the convenience of the Pierce County Public Works and Utilities Department and that the CITY will reimburse the COUNTY for all costs incurred.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows,

SECTION 1. PURPOSE. The purpose of this agreement is to establish the rights, duties and responsibilities of the parties with regards to the traffic maintenance services requested by the CITY and any costs associated with this work.

SECTION 2. COUNTY'S RESPONSIBILITY. The COUNTY will perform the following traffic maintenance services for the CITY under the direction and control of the CITY during 2014 thru 2019

A. Traffic maintenance and operation services, including but not limited to, street lighting, traffic signs, roadway markings, raised pavement markings, and minor engineering projects, as requested by the City.

B. The COUNTY may also provide traffic signal maintenance on an on-call basis, if needed. Charges for these services shall include a call out fee and an hourly fee for signal maintenance.

C. If in the opinion of COUNTY staff the maintenance services requested are not appropriate, the COUNTY may refuse to perform such work for any reason.

SECTION 3. CITY'S RESPONSIBILITY.

A. The CITY shall specify the location of the work to be provided by the COUNTY. The CITY shall provide the COUNTY with a list of work for each year of this agreement.

B. Any work requested from the COUNTY shall be through written "Work Authorizations" which shall identify the specific activities to be performed.

C. The CITY shall be responsible for locating utilities in the area in which the COUNTY shall perform work. The CITY shall be solely responsible for all costs and damage to the utility lines.

D. All work requested by the CITY must be performed in compliance with the COUNTY's NPDES permit.

E. The CITY shall purchase from the COUNTY insurance and post a bond for the work which the COUNTY will perform according to this agreement.

SECTION 4. COMPENSATION AND BILLING PROCEDURE. The CITY has agreed to pay up to the amount of \$10,000.00 per calendar year to complete the described traffic maintenance services and has agreed to an ending date of December 31st, 2019. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested traffic maintenance services, and agrees to make payment to the COUNTY. In consideration for the provision of maintenance services described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below.

A. The labor rate billed to the CITY shall be increased by thirty percent (30%) to account for administration overhead. The rate of overhead includes Maintenance Administration costs and Department Administration costs. No supervision or maintenance office costs will be charged directly.

B. Equipment use will be charged to the CITY based upon the hours used times the Pierce County Equipment Services Division (ESD) rental rate. A five percent (5%) administration charge will be assessed for processing.

C. Materials and supplies will be billed at cost plus a ten percent (10%) administration processing fee. –Equipment Rental & Revolving Fund (ERR) inventory stocked items will be billed at the Pierce County ERR materials rate.

D. The costs of services as outlined will be billed no later than the thirtieth (30th) day of the month by the COUNTY based on services provided in the previous month. Payments by the CITY will be due within thirty days of receipt of the billing. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.

E. The billing rates for labor and equipment related to providing the functions and services each year after 2014 shall be adjusted annually, effective January 1st of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will be included in any increases to billing rates after 2014

SECTION 5. DURATION. This agreement shall remain in full force and effect upon the date that the last signature is affixed hereto until midnight December 31, 2019, unless otherwise renewed in writing by both parties.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's service charges.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 7. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

SECTION 8. INSURANCE COVERAGE. The CITY shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 9. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 10. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 11. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Pacific
Ken Barnett
100 – 3rd Avenue Southeast
Pacific, WA 98407

Any formal notice or communication to be given by the CITY to the COUNTY under this agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Pierce County Public Works & Utilities
2702 South 42nd Street, Suite 201
Tacoma, WA 98409
Attention: County Traffic Engineer

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 12. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 13. ENTIRE AGREEMENT. This agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this agreement and no prior agreements shall be effective for any purpose.

SECTION 14. TERMINATION FOR DEFAULT. If the CITY defaults by failing to perform any of the obligations of this agreement or fails to timely pay for County services, the COUNTY may, by depositing written notice to the CITY in the U.S. mail, postage prepaid, terminate the agreement.

SECTION 15. TERMINATION FOR PUBLIC CONVENIENCE. The COUNTY may terminate the contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the interests of the COUNTY. Whenever the contract is terminated in accordance with this paragraph, the COUNTY shall be entitled to payment for actual work performed at unit contract prices for completed items of work. Termination of this contract by the COUNTY at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

SECTION 16. AMENDMENT. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 17. SEVERABILITY. If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 18. CHOICE OF LAW, JURISDICTION AND VENUE. This agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce County.

SECTION 19. ATTORNEY FEES AND COSTS. In the event of any controversy, claim, or dispute arising out of or in any way relating to this agreement or its breach, the prevailing party shall be entitled to recover its cost and reasonable attorney fees.

**PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON
May ____, 2014.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KENYON LUCE, CITY ATTORNEY

AGENDA ITEM NO. 4L



Agenda Bill No. 14-118

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 9, 2014
SUBJECT: 6-Year Transportation Improvement Plan (STIP) 2015 - 2020

ATTACHMENTS: Resolution 2014-182
6-Year Transportation Improvement Plan (STIP) 2015 - 2020

Previous Council Review Date: N/A

Summary: Current state statutes require the City of Pacific to prepare a Six Year Transportation Improvement Plan (TIP) annually for submittal to Washington State Department of Transportation (WSDOT). Portions of the City's TIP which meet the criteria for regionally significant projects are then incorporated into the Statewide Transportation Improvement Program (STIP). The TIP is an important tool for local, state and federally funded projects, and is utilized by governmental and planning organizations at all levels. Projects must be identified on the TIP and/or the STIP to be eligible for funding from Federal and State sources.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-182.

Motion for Consideration: Move to approve Resolution No. 2014-182, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, ADOPTING THE 2015-2020 SIX YEAR TRANSPORTATION IMPROVEMENTS PROGRAM (TIP).

Budget Impact: There is no immediate budget impact associated with the passage of this measure.

Alternatives: Deny the measure and re-structure the TIP. This action would require a new public hearing to be held.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014 -182

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, A
RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
ADOPTING THE 2015-2020 SIX YEAR TRANSPORTATION
IMPROVEMENTS PROGRAM (TIP)**

WHEREAS RCW 35.77 requires that the legislative body of each city and town in the State of Washington prepare and adopt a Six Year Transportation Improvement Program (TIP) for the ensuing six years and that such program be updated annually thereafter; and

WHEREAS a public hearing to consider the 2015-2020 Six Year Transportation Program for the City of Pacific was held before the City Council on June 9, 2014, pursuant to the public hearing notice; and

WHEREAS the City Council has determined it is in the best interests of the City of Pacific to adopt the 2015-2020 Six Year Transportation Improvement Program, attached as Exhibit "A" to this resolution,

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

Section 1. The City Council adopts the revised Six Year Transportation Improvement Program for 2015-2020, attached as Exhibit "A" and incorporated herein by reference.

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:

_____, CITY ATTORNEY

