



**PACIFIC CITY COUNCIL AGENDA**  
**Council Chambers - City Hall. 100 3<sup>rd</sup> Ave. SE**

**November 3, 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**
- ( 3)    **A. AB 14-175: Resolution No. 2014-211:** Authorizing the Court Administrator to execute authorizing the Court Administrator to execute an Interagency Agreement with Washington State Administrative Office of the Courts for Interpreter Reimbursement. (5 min.)  
(Kelly Rydberg)
- (23)    **B. AB 14-176: Resolution No. 2014-212:** Authorizing the 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. (10 min.)  
(Lance Newkirk)
- (31)    **C. AB 14-177: Resolution No. 2014-213:** Authorizing Change Order No. 2 to the Stewart Road Contract with Icon Materials for road reconstruction work on Stewart Road. (10 min.)  
(Lance Newkirk)
5. **EXECUTIVE SESSION FOR COLLECTIVE BARGAINING PER RCW 42.30.140 (4)(a)**
  6. **ADJOURN**





**TO:** Mayor Guier and City Council Members

**FROM:** Kelly Rydberg, Court Administrator

**MEETING DATE:** November 3, 2014

**SUBJECT:** Adoption of Resolution No. 2014-211, authorizing the Court Administrator to Execute Interagency Agreement with Administrative Office of the Courts for Interpreter reimbursement.

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**ATTACHMENTS:** Resolution 2014-211  
Interagency Agreement with Administrative Office of the Courts

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**Previous Council Review Date:** N/A

**Summary:** Every year the State of Washington's Administrative Office of the Courts (AOC) provides for recoupment of court interpreter expenses. The Pacific Municipal Court relies on these funds to help pay for interpreter services to assist non English speaking clientele. Municipal Court does charge defendants for interpreter service as allowed by RCW 2.43.040(3) and seeks reimbursement from the Administrative Office of the Courts (AOC) to assist in defraying these costs.

**Recommended Action:** Move forward to meeting on 11/10 to adopt the resolution authorizing the Court Administrator to enter into an Interagency Agreement with AOC for Interpreter Services.

**Motion for Consideration:** I move adopt Resolution No. 14-211, authorizing the Court Administrator to execute an Interagency Agreement with Washington State Administrative Office of the Courts for Interpreter Services, incorporated herein as Exhibit A.

**Budget Impact:**

**Alternatives:**



**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2014-211**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON AUTHORIZING THE COURT ADMINISTRATOR TO  
EXECUTE AN INTERAGENCY AGREEMENT WITH WASHINGTON  
STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR  
INTERPRETER EXPENSE REIMBURSEMENT**

**WHEREAS**, the City of Pacific has received reimbursement for court interpreter expenses for the past five years; and

**WHEREAS**, the City of Pacific is required by Revised Code of Washington Chapter 2.43 to provide court interpreter services when needed to individuals appearing in its municipal Court;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Pacific, Washington as follows:

**Section 1.** The Court Administrator is authorized to execute an Interagency Agreement with the State of Washington Administrative Office of the Courts for Court Interpreter Expense reimbursement, incorporated herein as Exhibit A.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 10<sup>TH</sup> DAY OF NOVEMBER 2014.**

CITY OF PACIFIC

\_\_\_\_\_  
John Jones, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Amy Stevenson-Ness, City Clerk

Approved as to Form

\_\_\_\_\_  
Carol Morris, City Attorney



**INTERAGENCY AGREEMENT IAA15206  
BETWEEN  
STATE OF WASHINGTON  
ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
PACIFIC MUNICIPAL COURT**

THIS AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and Pacific Municipal Court ("Court"), for the purpose of distributing funds for court interpreter services expenses to the Pacific Municipal Court ("Court").

**1. DEFINITIONS**

For purposes of this contract, the following definitions shall apply:

- A. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>.
- B. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>.
- C. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- D. "Qualifying Event" means a court interpreted event meeting the criteria found in Exhibit A, and incorporated herein by reference, and for which reimbursement is sought by the Court.

**2. PURPOSE**

The purpose of this Agreement is to engage the services of the Court to improve the quality and availability of court interpreter services for Limited English Proficient ("LEP"), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

A. These funds are intended to address the Court's following needs:

- Financial need - i.e., the gap between the Court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters; and
- Interpreter need - i.e., the gap between the level of the LEP, deaf, and hard of hearing public's need for language access to the Court's (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered, and qualified interpreters in the Court's most frequently needed languages).

**3. DESCRIPTION OF SERVICES TO BE PROVIDED**

A. The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services

Funding Data ("ISF Data") reflecting interpreter services and costs. The Court will submit ISF Data representing both Qualifying and non-qualifying Events.

- B. Electronic data shall be submitted quarterly following the schedule as outlined in Section 5C below and using the online application and instructions found, and incorporated herein by reference, at:  
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding>.
- C. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.
- D. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best and promising practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.
- E. The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will **not** be reimbursed.
- F. The Court agrees to submit a written report to the designated AOC Program Manager by January 31, 2015, using the template attached at Exhibit B. The report will, among other things, identify and describe innovations and best and promising practices for interpreter services which have been implemented by the Court since July 1, 2011.
- G. As a condition of receiving funding under this Agreement, the Court agrees to implement, maintain, and annually review an AOC-approved Language Assistance Plan (LAP) as reported in response to Section 10 of Exhibit B.

#### 4. **PERIOD OF PERFORMANCE**

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2014, regardless of the date of execution and which shall end on June 30, 2015.

#### 5. **COMPENSATION**

- A. The Court shall be reimbursed a maximum of \$1,861 for interpreter services costs incurred during the period of July 1, 2014 to June 30, 2015. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2015.
- B. The Court shall receive payment for no more than 50 percent costs for interpreter services as set forth in Exhibit A, and incorporated herein.
- C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events until properly-completed paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
  - 1) Reflecting Qualifying and non-qualifying Events occurring between July 1, 2014 and September 30, 2014, must be received by the AOC no later than December 31, 2014.

- 2) Reflecting Qualifying and non-qualifying Events occurring between October 1, 2014 and December 31, 2014, must be received by the AOC no later than January 31, 2015.
  - 3) Reflecting Qualifying and non-qualifying Events occurring between January 1, 2015 and March 30, 2015, must be received by the AOC no later than April 30, 2015.
  - 4) Reflecting Qualifying and non-qualifying Events occurring between April 1, 2015 and June 30, 2015, must be received by the AOC no later than July 31, 2015.
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall, submit its paper A-19 invoices quarterly to:
- AOC Financial Services
  - PO Box 41170
  - Olympia, Washington 98504-1170
- The ISF Data shall be submitted electronically and in conjunction with the quarterly invoice to the AOC as described in Section 3B.
- F. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.
- G. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- H. The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. **TREATMENT OF ASSETS AND PROPERTY**

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

**7. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

**8. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**9. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**10. RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

**11. RIGHT OF INSPECTION**

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. **DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

15. **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. **SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

18. **ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.



**EXHIBIT A - IAA15206**  
**WASHINGTON STATE INTERPRETER SERVICES FUNDING**

**FUNDING CONDITIONS AND PAYMENT STRUCTURE**

The Court Interpreter Reimbursement Program funding conditions and payment structure shall be as follows:

**1. General Funding Conditions**

The AOC will reimburse courts under this Agreement for the cost of AOC-certified, registered, or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions:

**2. Spoken Language Interpreters**

**A. Certified and Registered Language Interpreters**

Compensation for interpreters currently credentialed by the AOC in the certified and registered language categories shall be reimbursed for actual compensation paid pursuant to the payment structure for those interpreters as outlined in this Exhibit A.

**B. Non-Credentialed Interpreters in Certified and Registered Language Categories**

If either (a), the AOC master interpreter list for certified or registered languages does not include any interpreters credentialed by the AOC for those languages, or (b), after diligent search, a registered interpreter cannot be obtained for that language, then reimbursement will be provided for actual compensation paid pursuant to the payment structure as outlined in this Exhibit A, Section 2, (see "Payment Structure"), for those interpreters, providing that the interpreter is found otherwise qualified on the record by the Court pursuant to Chapter 2.43.

**C. Non-Credentialed Languages**

Compensation for interpreters for languages for which neither certification nor registration is offered will be reimbursed where the interpreter has been deemed qualified on the record pursuant to 2.43 RCW.

**3. Sign Language Interpreters**

Reimbursement for American Sign Language (ASL) interpreters appointed pursuant to RCW 2.42 will be authorized under the following conditions:

**A. When the Court uses either:**

- 1) An interpreter with an SC:L or comparable legal specialist certification issued by the Registry of Interpreters for the Deaf; or
- 2) An interpreter under contract or subcontracted with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHHS).

**B. Salaried Staff and Contract Interpreters**

Reimbursement will be provided for salaried staff or contracted interpreters meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced above.

**C. Remote Interpreting**

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or videophone when providing court interpreting services for Limited English Proficiency (LEP) persons or persons who

rely on sign language for in-court proceedings and for services that are provided by the Court to the public outside of the courtroom.

**D. Scope of Interpreter Funding**

Reimbursement payment under this Agreement will only be made to the Court when the cost portion otherwise payable by the Court is paid out of the budget (or budgets, in the case of multi-court collaborative applicants) of the Court responsible for full payment.

**4. Payment Structure**

**A. Hourly Rate**

**1) Rate for Spoken Language Interpreters**

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement by AOC-certified, registered, or otherwise court-qualified interpreters. The AOC will reimburse courts not to exceed \$25 an hour for interpreter hourly rates and hourly minimum charges.

**2) Rate for Sign Language Interpreters**

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement. The AOC will reimburse courts not to exceed \$25 an hour for interpreter hourly rates and hourly minimum charges.

**3) Salaried Interpreters**

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court for 50 percent of the cost of staff interpreters meeting the funding conditions for staff interpreters and will reimburse only for their provision of interpreter services, up to a maximum total salary of \$60,000 plus 27 percent in benefits (i.e., state reimbursement = up to \$30,000 of salary plus 13.5 percent in benefits).

**4) Contracted Interpreters**

Subject to the maximum compensation allowable under this contract, the cost of contracted interpreters who are paid on an hourly basis will be reimbursed under the same conditions as in 2.A and 2.B. The cost of contract interpreters who are paid other than on an hourly basis (e.g., on a half-day or flat rate basis) will be only reimbursed for the actual number of hours of interpreting provided for each Qualifying Event.

**5) Telephone Interpreting Rate**

The AOC will reimburse local jurisdictions for up to 50 percent of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or videophone for LEP persons or persons who rely on sign language, up to a maximum of \$1.64 per minute (with no minimum service time).

6) **Hourly Minimum Rate Charges**

Where a minimum hourly rate charge up to \$50 an hour and no greater is imposed for no more than the first two hours, reimbursement will be paid for half of such hourly minimum rate.

7) **Excess Charges**

Interpreter rates in excess of \$50 an hour or for hourly minimum rates exceeding the first two hours shall be the sole responsibility of the Court.

8) **Hourly Rounding**

Hourly compensation for services provided shall be charged and paid in 30 minute increments.

**B. Travel Time and Mileage**

The AOC will reimburse Courts for up to 50 percent of the cost of interpreter travel time or mileage when such charges are in accordance with this Exhibit A and reimbursed as identified below in Interpreter Travel and Mileage Reimbursement. In such event, travel time and mileage charges will only be reimbursed for interpreters meeting the funding conditions. The AOC reserves the right to limit travel reimbursement to reasonable travel, based on known availability and location of certified, registered, or otherwise qualified interpreters.

**INTERPRETER TRAVEL AND MILEAGE REIMBURSEMENT**

Interpreter mileage and/or travel time will be reimbursed as follows:

1. **MILEAGE**

Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a from address of origin<sup>115</sup> to address of appointment<sup>116</sup> basis. The Court and interpreter will negotiate reimbursement for mileage traveled from the address of appointment to address of destination<sup>117</sup> on a case-by-case basis. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for mileage on an address of appointment to address of destination or roundtrip basis<sup>118</sup>.

Interpreter mileage related to an appointment is billable if a required party fails to appear<sup>119</sup>.

If the interpreter fails to appear, he/she will not be paid for mileage.

Mileage related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.

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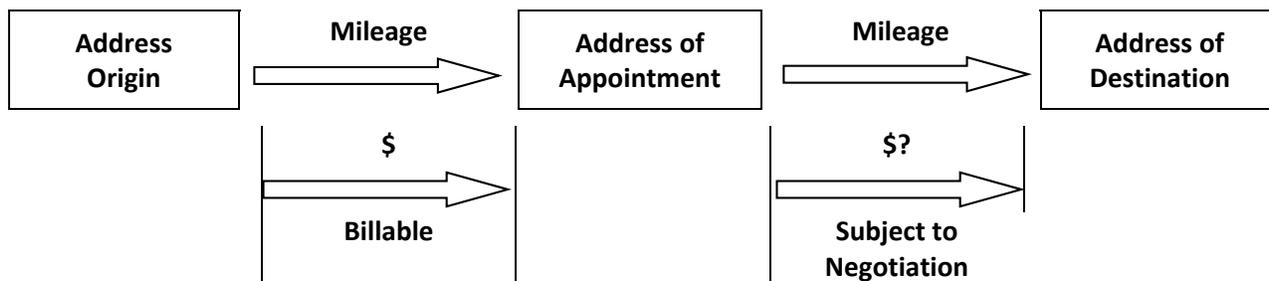
<sup>115</sup> Address of origin - the interpreter's home, office, or immediately previous appointment meeting place.

<sup>116</sup> Address of appointment - the courthouse or other location of the interpreter assignment.

<sup>117</sup> Address of destination - the interpreter's home, office, or immediately next appointment meeting place.

<sup>118</sup> Roundtrip - from the interpreter's home/office to the appointed meeting place, followed by the interpreter's return to their home/office.

<sup>119</sup> Failure to appear - a non-appearance by the LEP, deaf or hard of hearing client, attorneys, witnesses, or necessary party, necessitating a cancellation or continuance of the hearing.



**2. TRAVEL TIME**

Travel time will be reimbursed on a from “address of origin” to “address of appointment” basis. The Court and interpreter will negotiate reimbursement for travel time from “the address of appointment” to “address of final destination” on a case-by-case basis at the time the appointment is requested. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for travel time on an “address of appointment” to “address of destination” or roundtrip basis.

Interpreters must travel for either a minimum of sixteen (16) miles or for one-half hour in order to be eligible for travel time reimbursement. Exceptions to the sixteen (16) mile minimum requirement shall be made when the use of a ferry contributes to the one-half hour or more of travel time.

Travel time will be reimbursed at a rate of one half the hourly interpreter rate for each hour of travel. Example: Interpreter traveled four hours to an appointment and the hourly rate is \$50. One half of the hourly rate is \$25. The calculation would be 4 x \$25 = \$100 for travel time.

Distance	Reimbursable
Origin Appointment → 0 -15 Miles	Mileage Only
Origin → Appointment 16+ Miles or half-hour travel*	Mileage or Travel Time* (but not both)

\*Travel Time can be claimed only when traveling time is half hour (30 minutes) or more.

Interpreter travel time related to an appointment is billable if a required party fails to appear<sup>120</sup>. If the interpreter fails to appear, he/she will not be paid for travel.

Travel time related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.

<sup>120</sup> Failure to appear - a non-appearance by the LEP, deaf or hard of hearing client, attorneys, witnesses, or necessary party, necessitating a cancellation or continuance of the hearing.



WASHINGTON  
COURTS

**Exhibit B - IAA15206  
Interpreter Reimbursement Program  
Court Report Template**

This information is to help evaluate the effectiveness of the court interpreter reimbursement program.

- The report should cover the period July 1, 2011 thru December 31, 2014.
- The report should include and answer the following, and can be supplemented by other materials such as charts, spreadsheets, etc.
- The report should be returned no later than January 31, 2015 to Robert Lichtenberg at [Robert.lichtenberg@courts.wa.gov](mailto:Robert.lichtenberg@courts.wa.gov).
- The report should be no longer than three (3) pages.

1. Name of Court
2. Contract Number
3. Name of Person Completing Report
4. Provide a general description of interpreter services provided by your court. The report should provide information other than that provided on the quarterly Interpreter Services Funding Data (ISF) reports. For example, include information on charging litigants, types of hearings interpreters were provided for, use of staff interpreters, interpreter scheduling practices, pool of interpreters, etc.
5. Describe any collaborative efforts with other courts including, why the collaboration was sought, the impact of these efforts, challenges, and why the efforts were initiated. For example, sometimes neighboring courts work with one another to improve interpreting services including combined scheduling, implementation of consistent payment policies, shared staff interpreters, or coordination of interpreter calendars.
6. Identify two or three improvements made or promising practices realized by your court to improve interpreter services and/or to reduce expenses.
7. Identify any changes or improvements your court plans to implement in the future to improve interpreter services and/or to reduce expenses.
8. Identify any challenges or trends your court is experiencing with providing interpreter services.
9. Indicate if your court is regularly reviewing, monitoring, and updating your Language Access Plan (LAP).
  - a. If so, who is responsible for this and how often is this accomplished? When was the LAP last reviewed and/or revised?
  - b. If not, will your court be doing so in the future? When? What have been the impediments for doing so?
10. What do you see as the most significant areas of remaining need with regard to improving interpreter services?
11. Provide any additional information you would like us to know about your court's use of these funds and interpreter services in general.





October 27, 2014

Ms. Kelly Rydberg  
Pacific Municipal Court  
100 3rd Avenue SE  
Pacific, WA 98047

Dear Ms. Rydberg:

I am pleased to announce that your court is invited to continue participating in the state-funded interpreting reimbursement program for state fiscal year 2015 (July 1, 2014 – June 30, 2015).

Please read the contract thoroughly, as there have been a few modifications. We kindly ask that you continue submitting the detailed data and invoices on a quarterly basis, and as outlined in Exhibit B attached to the contract, provide a report by January 31, 2015, on your court's experiences with the interpreter reimbursement program. This information assists us with crafting policies for the court interpreter program, and provides us a better understanding of the funding needs of participating courts.

If you have any questions about the funding calculations, contract conditions, or the program in general, please contact Robert Lichtenberg at (360) 350-5373 or [Robert.lichtenberg@courts.wa.gov](mailto:Robert.lichtenberg@courts.wa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'DPM', with a long horizontal line extending to the right.

Danielle Pugh-Markie  
Manager, Supreme Courts Commissions

Attachments









Agenda Bill No. 14-176

**TO:** Mayor Guier and City Council Members

**FROM:** Public Works

**MEETING DATE:** November 10, 2014

**SUBJECT:** West Valley Contract Amendment

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**ATTACHMENTS:**

- Resolution No. 2014-212
- AHBL Proposed Contract Amendment No. 1 for West Valley Highway Design Services (LAG Format)

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**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. These additional services are for surveying to collect data on additional storm water facilities and associated easements outside of the roadway corridor.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2014-212.

**Motion for Consideration:** Move to approve Resolution No. 2014-212, 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.

**Budget Impact:** If accepted by City Council, the costs of the additional services is \$10,236.53 and would be paid from West Valley Project Funds.

**Alternatives:** None recommended.



**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2014-212**

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.

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**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 2013-064 approved a contract with AHBL for preliminary design engineering services for the King County portion of the West Valley Highway Rehabilitation Project; and

**WHEREAS** AHBL begun the preliminary design engineering services for the King 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 2013-064 between the City of Pacific and AHBL for preliminary design engineering services of the West Valley Highway Rehabilitation Project. The amount of the change is an additional \$10,236.53 to the original \$199,701.94 for a new total of \$209,938.47.

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

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY



AHBL Staff Hours per Task  
West Valley Highway Preliminary Design

8/1/2013

AHBL Overhead rate  
Negotiated Fixed Fee

200.88%
29.80%

TASK 1	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING							PLANNING		
				SC Principal Civil	TS PM Civil	MSK PE 4 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SC Planner 3	
	Through Design	\$0.00	0.00										
1.1	Provide Professional Project Management	\$3,048.87	18.00	8		8							2
1.2	Prepare and Update Monthly Schedule	\$5,087.58	36.00	4	12	6	6				4		4
1.3	Provide monthly progress reports in memorandum format to the City	\$5,171.84	36.00	4	12	2	8				6		4
1.4	Provide monthly progress billing to the City	\$1,810.14	11.00	3		8							
1.5	Coordinate with City Staff/WSDOT	\$6,495.61	50.00	6	12		6				6		20
1.6	Provide QA/QC reviews of all submittals (30%, 60%, 90%, and PS&E submittals)	\$0.00	0.00										
<b>Total</b>	<b>TASK 1 Management/Coordination/Administration</b>	<b>\$21,614.04</b>	<b>151.00</b>	<b>25.00</b>	<b>52.00</b>	<b>8.00</b>	<b>20.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16.00</b>	<b>30.00</b>	
	<b>Billing Rate</b>			\$213.35/hr	\$146.26/hr	\$124.01/hr	\$115.28/hr	\$92.19/hr	\$89.81/hr	\$74.54/hr	\$174.86/hr	\$85.98/hr	
	Task Total - Civil	\$ 16,236.92		\$ 5,333.87	\$ 7,605.51	\$ 992.04	\$ 2,305.50	\$ -	\$ -	\$ -	\$ 2,797.82	\$ 2,579.30	
	Task Total - Planning	\$ 5,377.12											
	Task Total - Survey	\$ -											
	<b>TASK 1 Management/Coordination/Administration</b>	<b>\$ 21,614.04</b>											

TASK 2	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING							PLANNING	
				SC Principal Civil	TS PM Civil	MS PE 4 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SC Planner 3
2.1	APE Map, Letter & Coordination	\$524.59	3.00								3	0
2.2	Complete Draft ECS	\$5,210.99	42.00								18	24
2.3	Complete Final Draft ECS	\$1,043.36	8.00								4	4
2.4	Complete Final ECS	\$521.68	4.00								2	2
2.5	Coordinate with Suconsultants, Review Reports	\$2,797.82	16.00								16	0
2.6	Prepare Environmental Justice Report	\$1,221.14	8.00								6	2
2.7	Prepare Air Quality Checklist	\$1,645.40	11.00							1	8	2
2.8	Prepare SEPA Checklist, Monitor Decision	\$3,817.90	32.00								12	20
<b>Total</b>	<b>TASK 2 Environmental Permitting</b>	<b>\$16,782.87</b>	<b>124.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>69.00</b>	<b>54.00</b>
	<b>Hourly Rate</b>			\$213.35/hr	\$146.26/hr	\$124.01/hr	\$115.28/hr	\$92.19/hr	\$89.81/hr	\$74.54/hr	\$174.86/hr	\$85.98/hr
	Task Total - Civil	\$ 74.54		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74.54	\$ 12,065.59	\$ 4,642.75
	Task Total - Planning	\$ 16,708.33										
	Task Total - Survey	\$ -										
	<b>TASK 2 Environmental Permitting</b>	<b>\$ 16,782.87</b>										

TASK 3	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING							PLANNING	
				SC Principal Civil	TS PM Civil	MS PE 4 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SC Planner 3
3.1	Prepare plan sheets 1"=40' plan views per sheet, 16 sheets	\$20,426.50	184.00			24	100		60			
3.2	Prepare 30%/60% Detail Sheets	\$6,021.95	60.00			4	16		40			
3.4	Prepare 30%/60% summary memo	\$4,700.55	38.00	2	4		32					
3.5	Prepare 30%/60% Cost Estimate	\$3,848.19	30.00	2	4	8	16					
3.6	Prepare 30%/60% Outline Specifications	\$2,861.97	22.00	2	4	10	4			2		
3.7	Quality Review (30% & 60%)	\$3,407.33	22.00	6	8	4	4					
3.8	Submittal 30%/60% to City and WSDOT for review	\$2,394.78	20.00	2	4	4	4	10				
3.9	30% & 60% Plan revisions	\$11,040.35	100.00	2	8	10	40		40			
<b>Total</b>	<b>TASK 3 Preliminary Design</b>	<b>\$54,701.61</b>	<b>476.00</b>	<b>16.00</b>	<b>60.00</b>	<b>32.00</b>	<b>216.00</b>	<b>10.00</b>	<b>140.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Hourly Rate</b>			\$213.35/hr	\$146.26/hr	\$124.01/hr	\$115.28/hr	\$92.19/hr	\$89.81/hr	\$74.54/hr	\$174.86/hr	\$85.98/hr
	Task Total - Civil	\$ 54,701.61		\$ 3,413.68	\$ 8,775.59	\$ 3,968.16	\$ 24,899.41	\$ 921.94	\$ 12,573.78	\$ 149.07	\$ -	\$ -
	Task Total - Planning	\$ -										
	Task Total - Survey	\$ -										
	<b>TASK 3 Preliminary Design</b>	<b>\$ 54,701.61</b>										

AHBL Staff Hours per Task  
West Valley Highway Preliminary Design

8/1/2013

TASK 4	Work Task	Total Task Cost (\$)	Total Task Hours	LAND SURVEYING										
				DF	BD	TD	DR	TW	RL					
				Principal Survey	PM Survey	Survey Tech	Chief of Parties	Party Chief	Chainman					
4.1	Research Record Drawing and other record Data	\$ 559.77	4.00			4								
4.2	Boundary/ROW Mapping	\$ 3,498.31	24.00	4	20									
4.3	Topographic Survey-field	\$ 8,944.15	104.00						52	52				
4.4	Topographic Survey-office	\$ 2,861.65	30.00			24	6							
4.5	Quality Review	\$ 699.45	4.00	4										
4.6		\$ -	0.00											
4.7	Submittal to City and WSDOT for review	\$ -	0.00											
	Plan Revisions	\$ 1,049.21	8.00	4		4								
<b>Total</b>	<b>TASK 4 Survey</b>	<b>\$17,612.55</b>	<b>174.00</b>	<b>12.00</b>	<b>24.00</b>	<b>28.00</b>	<b>6.00</b>	<b>52.00</b>	<b>52.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	Direct labor Rate	+		\$ 52.88	\$ 42.32	\$ 26.44	\$ 38.46	\$ 28.84	\$ 23.18					
	Hourly Rate			\$174.86/hr	\$139.94/hr	\$87.44/hr	\$127.18/hr	\$95.37/hr	\$76.64/hr	\$0.00/hr	\$0.00/hr	\$0.00/hr	\$0.00/hr	\$0.00/hr
	Task Total - Survey	\$ 17,612.55		\$ 2,098.36	\$ 3,358.63	\$ 2,448.30	\$ 763.11	\$ 4,959.13	\$ 3,985.02	\$ -	\$ -	\$ -	\$ -	\$ -
	TASK 4 Survey	\$ 17,612.55												

AMD 1	Work Task	Total Task Cost (\$)	Total Task Hours	LAND SURVEYING						PLANNING				
				DF	BD	TD	DR	RC	CD	LK	BM			
				Principal Survey	PM Survey	Survey Tech	Chief of Parties	Party Chief	Chainman	Prin	PM			
AMD 1.1	Survey Amendment #1 October 2014	\$ 9,106.66	102.00											
AMD 1.1	Additional topo outside of ROW	\$ -	0.00	6		12	4	40	40					
AMD 1.2	Review Title reports	\$ 1,129.87	8.00		8									
		\$ -	0.00											
<b>Total</b>	<b>AMD 1 Survey Amendment #1 October 2014</b>	<b>\$10,236.53</b>	<b>110.00</b>	<b>6.00</b>	<b>8.00</b>	<b>12.00</b>	<b>4.00</b>	<b>40.00</b>	<b>40.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	Direct labor Rate	+		\$ 52.88	\$ 42.71	\$ 27.24	\$ 39.04	\$ 28.84	\$ 20.00					
	Hourly Rate			\$174.86/hr	\$141.23/hr	\$90.08/hr	\$129.10/hr	\$95.37/hr	\$66.14/hr	\$74.54/hr	\$174.86/hr	\$85.98/hr	\$85.98/hr	\$85.98/hr
	Task Total - Survey	\$ 10,236.53		\$ 1,049.18	\$ 1,129.87	\$ 1,080.93	\$ 516.39	\$ 3,814.72	\$ 2,645.44	\$ -	\$ -	\$ -	\$ -	\$ -
	AMD 1 Survey Amendment #1 October 2014	\$ 10,236.53												

PROJECT SUMMARY

	CIVIL	PLANNING	SURVEY	TOTAL
TASK 1 Management/Coordination/Administration	\$ 16,236.92	\$ 5,377.12	\$ -	\$ 21,614.04
TASK 2 Environmental Permitting	\$ 74.54	\$ 16,708.33	\$ -	\$ 16,782.87
TASK 3 Preliminary Design	\$ 54,701.61	\$ -	\$ -	\$ 54,701.61
TASK 4 Survey	\$ -	\$ -	\$ 17,612.55	\$ 17,612.55
Amendment #1 Survey	\$ -	\$ -	\$ 10,236.53	\$ 10,236.53

PROJECT TOTAL \$ 71,013.07 \$ 22,085.46 \$ 27,849.08 \$ 120,947.61

Reimbursable Expenses				
Locate Services for Survey			\$ 2,800.00	\$ 2,800.00
Reproduction			\$ 1,500.00	\$ 1,500.00
Mileage (34mi round trip AHBL to Pacific x 16 Round trips)			\$ 307.36	\$ 307.36
<b>Total</b>			<b>\$ 4,607.36</b>	<b>\$ 4,607.36</b>

Subconsultant				
AMEC			\$ 32,946.53	\$ 32,946.53
HRA			\$ 10,424.97	\$ 10,424.97
Theresa Dusek			\$ 17,813.00	\$ 17,813.00
Transpo			\$ 23,199.00	\$ 23,199.00
<b>Total Subconsultant</b>			<b>\$ 84,383.50</b>	<b>\$ 84,383.50</b>

**Grand Total \$ 209,938.47**

## Scope of Work for Amendment No. 1 – West Valley Highway Improvements

1. Provide 2 man field survey crew to perform topographic survey of items deemed necessary upon review of originally scoped right of way and topographic survey. These items include expanding the survey between 20-50 east of the easterly right of way to facilitate design for road widening, determine the locations of drainage catch points, and to facilitate driveway designs, surveying of drainage features (culverts, manholes, storm retention areas), outside of the original survey area, locate additional boring locations, and other items deemed pertinent following initial design.

2. Review title reports for selected parcels to determine if easements have been granted for stormwater conveyance. The title reports for the selected parcels are to be provided to AHBL by the city. If it is determined that there are easements in place, easements will be added to the survey base map.

3. Add additional topographic survey information to existing survey base map. Survey base map will be provided to project design team in both electronic and hard copy formats

Right of Entry onto any private properties to be provided by the City of Pacific.





Agenda Bill No. 14-177

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** November 3, 2014  
**SUBJECT:** Stewart Road Change Order 2 – Stewart Road

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**ATTACHMENTS:** Resolution  
Memo of explanation

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**Previous Council Review Date:**

**Summary:** Council previously approved ICON Materials to reconstruct Stewart Road. The contractor has encountered numerous franchise utility conflicts, because the utilities have not relocated their utilities in a timely manner. The contractor has requested additional funds to verify potential conflicts in advance to develop alternatives to reduce the time delays and potential cost claims due to these conflicts.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2014-213.

**Motion for Consideration:** Move to approve Resolution No. 2014-213, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 2 TO THE STEWART ROAD CONTRACT WITH ICON MATERIALS FOR ROAD RECONSTRUCTION WORK ON STEWART ROAD.

**Budget Impact:** \$49,500.00. This will be a project cost.

**Alternatives:** None.



**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2014 - 213**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 2 TO THE STEWART ROAD CONTRACT WITH ICON MATERIALS FOR ROAD RECONSTRUCTION WORK ON STEWART ROAD

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**WHEREAS**, the City of Pacific Council previously executed a contract with ICON Materials for roadway reconstruction work on Stewart Road; and

**WHEREAS**, the project has encountered numerous utility conflicts impacting the progress of the work; and

**WHEREAS**, the contractor has requested additional funds to investigate potential conflicts prior to encountering the utilities which may impede the progress of the work causing a delay claim; and

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

Section 1. The Pacific City Council hereby authorizes Change Order No. 2 to the contract with ICON Materials for roadway reconstruction work on Stewart Road in the amount of \$49,500.00.

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 10<sup>th</sup> DAY OF NOVEMBER, 2014.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, City Clerk

Approved as to form:

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CAROL MORRIS, City Attorney



# Change Order 2

Project Number: **TR0903**  
 Project Owner: **City of Pacific**  
 Project Name: **Stewart Rd / Thornton Ave Improvements**

Change Order Number: **002**

Prime Contractor: **ICON Materials** Subcontractor: **Best Cleaning Services**

- Ordered by the Engineer under the terms of section 1-04.4 of the Standard Specification
- Change proposed by Contractor

Endorsed by  _____ Contractor  _____ Date	Surety Consent (if required)  _____ Attorney in Fact  _____ Date
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Original Contract Amount	\$2,941,126.61
Current Contract Amount	\$2,949,462.57
Estimated Net Change this Order	\$49,500.00
Estimated Contract Total After Change	\$2,998,962.57
Original Contract Duration	225 Working Days
Current Contract Duration	225 Working Days
Additional Days this Order	0 Working Days
Proposed Contract Duration	225 Working Days

<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved
Project Engineer - Daniel Clark, KPG	Contractor - Jared Koester, ICON Materials
Date	Date
<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	<input type="checkbox"/> Other Approval When Required
Project Owner - Jim Morgan, City of Pacific	Signature _____ Date _____
Date	Representing _____

# Change Order 2

*You are ordered to perform the following described work upon receipt of an approved copy of the change order:*

**Background:**

The original contract documents did not include bid items that addressed Potholing for utility conflicts, Minor Change for encountering unexpected encumbrances such as old trash debris, or a Resolution of Utility Conflicts for unexpected and unlocated utilities. These three items are added in order to track, quantify, and pay this additional work.

**Reason/Justification for Change:**

These changes are necessary as a means to track and pay for the work the contractor is providing which does not align with current available contract bid items.

**Description of Change:**

**New Items Added:**

<u>Add new item: C02-01 - Add New Bid Item for Potholing:</u>	Add 1 FA
<u>Add new item: C02-02 - Add New Bid Item for Minor Change</u>	Add 1 FA
<u>Add new item: C02-03 - Add New Bid Item for Resolution of Utility</u>	Add 1 FA

**Contract Items Added/Deducted:**

N/A

**Working Days:**

Zero (0) additional working days are added to the contract time.

# Change Order 2

**Measurement:**

Measurement for New Item #C02-01 will be per FA.  
 Measurement for New Item #C02-02 will be per FA.  
 Measurement for New Item #C02-03 will be per FA.

**Payment:**

Payment for all work associated with the tasks described above shall be made under new items at unit prices as detailed in the summary of quantities below, and will be full compensation for all costs associated with labor, equipment, incidental material, haul, tools, incidentals, subcontractor and service provider mark-up, overhead and profit required to furnish, install, and successfully complete all work for the above-described tasks.

**SUMMARY OF QUANTITIES**

Existing Bid Item Adjustments					
Item No.	Description	Unit	Qty.	Unit Price	Amount
				-	-
				-	-
<b>Subtotal Existing Items:</b>					<b>\$0.00</b>
Change Order Items					
Item No.	Description	Unit	Qty.	Unit Price	Amount
C02-01	Add New Bid Item for Potholing	FA	1	\$20,000.00	\$ 20,000.00
C02-02	Add New Bid Item for Minor Change	FA	1	\$ 4,500.00	\$ 4,500.00
C02-03	Add New Bid Item for Resolution of Utility Conflicts	FA	1	\$25,000.00	\$ 25,000.00
				-	-
				-	-
				-	-
<b>Subtotal Change Order Items:</b>					<b>\$49,500.00</b>
<b>TOTAL CHANGE ORDER AMOUNT:</b>					<b>\$49,500.00</b>

