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

November 17, 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 14-181:** Waste Management increase in fees for the processing of compostables. (10 min.)
(Richard Gould)

(15) **B. AB 14-182: Resolution No. 2014-215**: Establishing procedures for consideration of altering speed limits on city streets. (10 min.)
(Lance Newkirk)

(19) **C. AB 14-183: Resolution No. 2014-216:** Setting the date and time for a public hearing on December 8, 2014, at approximately 6:30 p.m. to review and take public comment on the proposed SEPA code revisions. (5 min.)
(Jack Dodge)

(23) **D. AB 14-184: Resolution No. 2014-217**: Authorizing the mayor to sign an agreement with King County Office of Emergency Management regarding the Regional Framework for Disasters and Planned Events. (10 min.)
(John Calkins)

(41) **E. AB 14-185: Resolution No. 2014-218:** Authorizing the execution of an amendment to an agreement with Valley Communications for 2015. (10 min.)
(John Calkins)

(47) **F. AB 14-186: Ordinance No. 2014-1881:** Adopting the Ad Valorem tax levy for the year 2015. (10 min.)
(Richard Gould)

5. **EXECUTIVE SESSION FOR COLLECTIVE BARGAINING PER RCW 42.30.140 (4)(a)**

6. **ADJOURN**

Agenda Bill No. 14-181

TO: Mayor Guier and City Council Members

FROM: Richard Gould, City Administrator

MEETING DATE: November 17, 2014

SUBJECT: Waste Management Composting Fee Increase

ATTACHMENTS:

- Letters from Waste Management
- Letter of Understanding

Previous Council Review Date: N/A

Summary: According to a letter mailed August 12, 2014, a new rule established by the Washington Department of Ecology took effect on June 30, 2014, which affects the current contract rates in place for composting. Cedar Grove provides handles the compostables collected by Waste Management and has indicated that a change in law will affect composting processing fees.

Section 7.3(d) of the current collection contract allows for adjustment of rates due to an increase in fees for the processing compostables if they are being processed at a third-party facility not owned or operated by Waste Management.

In the City of Pacific, the increase equals $.27 and applies to the following services:

Service	*New Rate*
96 gallon cart, every-other-week	$10.29
Senior discount 96 gallon cart every-other-week	$ 9.26
Extra yard waste per 32 gallon equivalent	$ 3.82
Commercial/Multi-family 96 gallon cart every-other-week	$13.01

Recommended Action:

Motion for Consideration:

Budget Impact:

Alternatives:

WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

August 12, 2014

Mayor Leanne Guier
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Dear Mayor Guier,

We understand you recently received a letter from Cedar Grove, informing you of a change in law that will affect composting processing fees. Please know that the change is due to recent adoption of a new Washington Department of Ecology rule as outlined in Washington Administrative Code 173-350-220(4)(f)(iii)(C) and (D), which focuses on facility operational plans.

In accordance with Section 7.3(d) of our current collection contract, we propose to increase contract rates to offset the processing fee increase. The pertinent contract language is as follows:

> *7.3 The Franchisee's service rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment provided by Section 7 .2, the Franchisee's rates under this Agreement may, upon written request of Franchisee or Franchisor, which shall not be unreasonably withheld, be further adjusted on an interim basis for increased or decreased expenses associated with performance of the services hereunder due to any one or more of the following causes:*
>
> ...
>
> *(d) any increase in fees for disposal of Solid Waste or the processing of Recyclables or Compostables, if such Solid Waste, Recyclables, or Compostables are being disposed of or processed at a third party facility not owned or operated by Franchisee;*
>
> ...

Cedar Grove will be implementing a $5.54/ton increase and our methodology for increasing customer rates as outlined in Exhibit A of the contract is as follows:

$$\frac{Annual\ Yard\ Debris\ Tons\ \times Increase\ Per\ Ton\ \$}{Current\ \#\ of\ Yard\ Debris\ Services} \times \frac{1}{12} = Monthly\ Adjustment\ Rate\ Per\ Unit$$

In your City, the increase equates to $.27 and applies to the following services:

Service	*New Rate*
96 gallon Cart Every-Other-Week	*$10.29*
Senior discount 96 gallon Cart Every-Other-Week	*$9.26*
Extra yard waste per 32gal equivalent	*$3.82*

For your convenience, we have attached a Letter of Understanding in addition to the amended rate sheet/Exhibit A to memorialize the change. Please review and let me or Laura Moser know if you have any questions or concerns. I will follow-up with you in the coming weeks unless you would prefer to mail back a signed copy of the LOU to my attention. Once the LOU is fully signed, the new rates as outlined in Exhibit A of the contract will take effect on September 1, 2014.

Sincerely,

Mindy Rostami
Senior Manager, Contract Compliance
Waste Management of Washington, Inc.

Enclosure: Letter of Understanding

cc: Laura Moser, Waste Management of Washington, Inc.
Ken Barnett, City of Pacific
Richard Gould, City of Pacific

WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

August 12, 2014

Mayor Leanne Guier
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Dear Mayor Guier,

We recently issued a letter informing you of a change in law that will affect composting processing fees in regards to our current collection contract. Please know that the letter failed to include the increase to Multifamily and Commercial rates.

Our methodology for increasing Multifamily and Commercial customer rates is as follows:

Multifamily and Commercial

$$\frac{\text{Annual Yard Debris Tons} \times \text{Increase Per Ton \$}}{\text{Total \# of Gallons picked up per week}} \times \frac{1}{12} = \text{Monthly Adjustment Rate Per Unit}$$

The attached revised Letter of Understanding memorializes the change to all applicable customer rates. Please review and let me or Laura Moser know if you have any questions or concerns. I will follow-up with you in the coming weeks unless you would prefer to mail back a signed copy of the LOU to my attention. Once the LOU is fully signed, the new rates as outlined in Attachment B of the contract will take effect on September 1, 2014.

Sincerely,

M. Rostami

Mindy Rostami
Senior Manager, Contract Compliance
Waste Management of Washington, Inc.

Enclosure: Letter of Understanding
cc: Laura Moser, Waste Management of Washington, Inc.
Ken Barnett, City of Pacific
Richard Gould, City of Pacific

WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

August 12, 2014

Mayor Leanne Guier
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Re: Change in Law – Composting Fee Increase

Dear Mayor Guier,

The purpose of this Letter of Understanding ("LOU") is to amend Exhibit A of the Contract for Solid Waste, Recycling, and Compostable Organics Collection, and Disposal between the City of Pacific and Waste Management of Washington, Inc. to reflect an increase in the composting fee as required by Cedar Grove and pursuant to Section 7.3(d) of the contract.

A new rule established by the Washington Department of Ecology will take effect on June 30, 2014, which affects the current contract rates in place for organics processing. The current collection contract allows for adjustment of rates due to an increase in fees for the processing Compostables if such Compostables are being processed at a third party facility not owned or operated by Franchisee. The parties agree that this increase is in accordance with Section 7.3(d) and Exhibit A, with revised rates as attached, will take effect September 1, 2014.

By signing below, each of the City and Waste Management acknowledges its approval and acceptance of the terms of this LOU and acknowledges that this LOU: (a) creates a legally binding obligation upon the parties, (b) shall be governed and constructed in accordance with the laws of the State of Washington regardless of any conflict of law provisions, (c) sets forth the entire agreement between the City and WM with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings and agreements with respect to the subject matter hereof, and (d) may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Sincerely,

Mindy Rostami
Senior Manager, Contract Compliance
Waste Management of Washington, Inc.

Acknowledged and agreed upon by:

CITY OF PACIFIC	WASTE MANAGEMENT OF WASHINGTON, INC.
By:_____	By:_____
Its:_____	Its:_____

[Exhibit A on following page]

City of Pacific

Exhibit A - Service Rate Schedule

	120.17 2013 Disposal 120.17 2014 Disposal 0.00% % Increase New Rates Effective 09-01-14 CPI% 2.41%			120.17 2013 Disposal 120.17 2014 Disposal 0.00% % Increase New Rates Effective 09-01-14 Cedar Grove Increase		
Residential Service	2014 City Billed Rates			2014 City Billed Rates		
Solid Waste Service is 1x per week	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
1 - 10 gal. Micro-Can	$ 1.93	$ 6.28	$ 8.21	$ 1.93	$ 6.28	$ 8.21
1 - 20 gal. Mini-Can	$ 3.87	$ 7.91	$ 11.78	$ 3.87	$ 7.91	$ 11.78
1 - 32 gal. Can	$ 6.20	$ 13.02	$ 19.22	$ 6.20	$ 13.02	$ 19.22
1 - 32 gal. Can with subscription recycle	$ 6.20	$ 11.50	$ 17.70	$ 6.20	$ 11.50	$ 17.70
2 - 32 gal. Cans	$ 12.40	$ 26.08	$ 38.48	$ 12.40	$ 26.08	$ 38.48
3 - 32 gal. Cans	$ 18.61	$ 39.10	$ 57.71	$ 18.61	$ 39.10	$ 57.71
4 - 32 gal. Cans	$ 24.83	$ 52.15	$ 76.98	$ 24.83	$ 52.15	$ 76.98
1 - 35 gal. Cart	$ 6.79	$ 15.23	$ 22.02	$ 6.79	$ 15.23	$ 22.02
1 - 64 gal. Cart	$ 12.40	$ 26.49	$ 38.89	$ 12.40	$ 26.49	$ 38.89
1 - 96 gal. Cart	$ 18.61	$ 32.96	$ 51.57	$ 18.61	$ 32.96	$ 51.57
Senior discount 1 - 10 gal. Micro-Can	$ 1.93	$ 5.45	$ 7.39	$ 1.93	$ 5.45	$ 7.39
Senior discount 1 - 20 gal. Mini-Can	$ 3.87	$ 6.72	$ 10.60	$ 3.87	$ 6.72	$ 10.60
Senior discount 1 - 32 gal. Can	$ 6.20	$ 11.09	$ 17.30	$ 6.20	$ 11.09	$ 17.30
Senior discount 1 - 32 gal. Can with subscription recycle	$ 6.20	$ 9.71	$ 15.93	$ 6.20	$ 9.71	$ 15.93
Senior discount 1 - 35 gal. Cart	$ 6.79	$ 13.01	$ 19.82	$ 6.79	$ 13.01	$ 19.82
Senior discount 1 - 64 gal. Cart	$ 12.40	$ 22.57	$ 35.00	$ 12.40	$ 22.57	$ 35.00
Senior discount 1 - 96 gal. Cart	$ 18.61	$ 27.76	$ 46.41	$ 18.61	$ 27.76	$ 46.41
Each additional can/extra (32 gallon equivalent)	$ 1.43	$ 12.21	$ 13.64	$ 1.43	$ 12.21	$ 13.64
Walk-in (25-50ft) additional		$ 6.41	$ 6.41		$ 6.41	$ 6.41
Residential Subscription Recycling Services						
64 gallon Cart Every-Other-Week		$ 5.81	$ 5.81		$ 5.81	$ 5.81
Senior discount 64 gallon Cart Every-Other-Week		$ 5.23	$ 5.23		$ 5.23	$ 5.23
Residential Subscription Yard Waste Service						
96 gallon Cart Every-Other-Week		$ 10.26	$ 10.26		$ 10.53	$ 10.53
Senior discount 96 gallon Cart Every-Other-Week		$ 9.23	$ 9.23		$ 9.48	$ 9.48
Extra yard waste per 32gal equivalent		$ 3.63	$ 3.63		$ 3.90	$ 3.90
Miscellaneous Services						
Return Trip		$ 12.52	$ 12.52		$ 12.52	$ 12.52
Oversize/Overweight container (per p/u)		$ 12.52	$ 12.52		$ 12.52	$ 12.52
Redelivery of carts/containers		$ 18.80	$ 18.80		$ 18.80	$ 18.80
On-Call Bulky Waste Collection						
White goods, except refrigerators	$ 10.90	$ 51.09	$ 61.99	$ 10.90	$ 51.09	$ 61.99
Refrigerators/Freezers	$ 16.35	$ 89.18	$ 105.53	$ 16.35	$ 89.18	$ 105.53
Sofas, chairs, furniture per piece	$ 5.99	$ 56.88	$ 62.87	$ 5.99	$ 56.88	$ 62.87
Mattresses/box springs	$ 3.00	$ 72.30	$ 75.30	$ 3.00	$ 72.30	$ 75.30

Commercial and Multifamily Service	New Rates Effective 09-01-14 CPI% 2.41%			New Rates Effective 09-01-14 Cedar Grove Increase		
	2014 City Billed Rates			2014 City Billed Rates		
Solid Waste Service is 1x per week	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
1 - 32 gal. Can	$ 6.20	$ 13.46	$ 19.66	$ 6.20	$ 13.46	$ 19.66
1 - 35 gal. Cart	$ 6.79	$ 21.99	$ 28.78	$ 6.79	$ 21.99	$ 28.78
1 - 64 gal. Cart	$ 12.40	$ 32.05	$ 44.45	$ 12.40	$ 32.05	$ 44.45
1 - 96 gal. Cart	$ 18.61	$ 37.77	$ 56.38	$ 18.61	$ 37.77	$ 56.38
1 - 1 yard container	$ 34.14	$ 81.84	$ 115.98	$ 34.14	$ 81.84	$ 115.98
1 - 1.5 yard container	$ 51.21	$ 107.74	$ 158.95	$ 51.21	$ 107.74	$ 158.95
1 - 2 yard container	$ 68.26	$ 129.29	$ 197.55	$ 68.26	$ 129.29	$ 197.55
1 - 2 yard container 2xw	$ 136.54	$ 258.60	$ 395.14	$ 136.54	$ 258.60	$ 395.14
1 - 3 yard container	$ 102.41	$ 166.94	$ 269.35	$ 102.41	$ 166.94	$ 269.35
1 - 4 yard container	$ 136.55	$ 209.80	$ 346.35	$ 136.55	$ 209.80	$ 346.35
1 - 6 yard container	$ 204.82	$ 265.91	$ 470.73	$ 204.82	$ 265.91	$ 470.73
1 - 6 yard container 2xw	$ 409.66	$ 531.83	$ 941.49	$ 409.66	$ 531.83	$ 941.49
1 - 6 yard container 3xw	$ 614.49	$ 797.74	$ 1,412.23	$ 614.49	$ 797.74	$ 1,412.23
1 - 8 yard container	$ 273.10	$ 340.75	$ 613.85	$ 273.10	$ 340.75	$ 613.85
1 - 8 yard container 2xw	$ 546.21	$ 681.51	$ 1,227.72	$ 546.21	$ 681.51	$ 1,227.72
Extra garbage, per each 32-gal. Equivalent	$ 1.43	$ 9.49	$ 10.92	$ 1.43	$ 9.49	$ 10.92
Extra garbage, per yard	$ 7.88	$ 10.72	$ 18.60	$ 7.88	$ 10.72	$ 18.60

	New Rates Effective 09-01-14 CPI% 2.41%			New Rates Effective 09-01-14		
	2014 City Billed Rates			2014 City Billed Rates		
Will Call/Special Pick-up Rates (per pick-up)	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
1 - 32 gal. Can	$ 1.43	$ 5.85	$ 7.28	$ 1.43	$ 5.85	$ 7.28
1 - 35 gal. Cart	$ 1.56	$ 6.36	$ 7.92	$ 1.56	$ 6.36	$ 7.92
1 - 64 gal. Cart	$ 2.86	$ 7.75	$ 10.61	$ 2.86	$ 7.75	$ 10.61
1 - 96 gal. Cart	$ 4.29	$ 8.78	$ 13.07	$ 4.29	$ 8.78	$ 13.07
1 - 1 yard container	$ 7.88	$ 16.08	$ 23.96	$ 7.88	$ 16.08	$ 23.96
1 - 1.5 yard container	$ 11.80	$ 20.44	$ 32.24	$ 11.80	$ 20.44	$ 32.24
1 - 2 yard container	$ 15.75	$ 23.89	$ 39.64	$ 15.75	$ 23.89	$ 39.64
1 - 3 yard container	$ 23.63	$ 29.80	$ 53.43	$ 23.63	$ 29.80	$ 53.43
1 - 4 yard container	$ 31.51	$ 36.70	$ 68.21	$ 31.51	$ 36.70	$ 68.21
1 - 6 yard container	$ 47.27	$ 44.84	$ 92.11	$ 47.27	$ 44.84	$ 92.11
1 - 8 yard container	$ 63.03	$ 56.52	$ 119.55	$ 63.03	$ 56.52	$ 119.55

	New Rates Effective 09-01-14 CPI% 2.41%			New Rates Effective 09-01-14		
Commercial and Multifamily Recycling Service	2014 City Billed Rates			2014 City Billed Rates		
Recycle Service is 1x per week	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
1 - 32 gal. Can		$ 8.05	$ 8.05		$ 8.05	$ 8.05
1 - 35 gal. Cart		$ 10.83	$ 10.83		$ 10.83	$ 10.83
1 - 64 gal. Cart		$ 15.38	$ 15.38		$ 15.38	$ 15.38
1 - 96 gal. Cart		$ 21.53	$ 21.53		$ 21.53	$ 21.53
1 - 1 yard container		$ 44.08	$ 44.08		$ 44.08	$ 44.08
1 - 2 yard container		$ 82.68	$ 82.68		$ 82.68	$ 82.68
1 - 3 yard container		$ 109.88	$ 109.88		$ 109.88	$ 109.88
1 - 4 yard container		$ 145.96	$ 145.96		$ 145.96	$ 145.96
1 - 6 yard container		$ 195.54	$ 195.54		$ 195.54	$ 195.54
1 - 8 yard container		$ 249.06	$ 249.06		$ 249.06	$ 249.06
Extra pickups (Monthly rate for 1 pickup/week/container size above divided by 4.33)						

Commercial and Multifamily Yard Waste Service	2014 City Billed Rates			2014 City Billed Rates		
Yard Waste Service is Every-Other-Week	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
96 gallon Cart Every-Other-Week		$ 12.35	$ 12.35		$ 13.01	$ 13.01

Compactor and Non-compactor Drop Box Charges	2014 City Billed Rates			2014 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
10 - 40 yard per Haul - Permenant Account		$ 196.28	$ 196.28		$ 196.28	$ 196.28
10 yard monthly permenant rent		$ 42.62	$ 42.62		$ 42.62	$ 42.62
20 yard monthly permenant rent		$ 57.66	$ 57.66		$ 57.66	$ 57.66
30 yard monthly permenant rent		$ 70.20	$ 70.20		$ 70.20	$ 70.20
40 yard monthly permenant rent		$ 83.99	$ 83.99		$ 83.99	$ 83.99
Disposal charge per ton (110% of current King County tipping fees)		$ 149.63	$ 149.63		$ 149.63	$ 149.63

Miscellaneous Charges Commercial, Drop-Box, Compactor	2014 City Billed Rates			2014 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
Return Trip		$ 31.33	$ 31.33		$ 31.33	$ 31.33
Oversize/Overweight container (per p/u)		$ 62.68	$ 62.68		$ 62.68	$ 62.68
Redelivery of carts/containers		$ 31.33	$ 31.33		$ 31.33	$ 31.33

AGENDA ITEM NO. 4B

Agenda Bill No. 14-182

TO:	**Mayor Guier and City Council Members**
FROM:	**Public Works**
MEETING DATE:	**November 17, 2014**
SUBJECT:	**Speed Limit Alteration Procedures**
ATTACHMENTS:	**Resolution 2014 - 215**

Summary: Local authorities have authority to establish or alter speed limits within their respective jurisdictions in accordance with RCW 46.61.415. This authority was reconfirmed and clarified by the Washington State legislature July 28, 2013. Speed limit changes contemplated by local authorities under this statute require an engineering and traffic investigation for all streets classified as arterials. Non-arterial street speed limit changes may be altered when the local jurisdiction has established procedures in place.

The City of Pacific does not currently have documented procedures to alter speed limits for either arterial or non-arterial classified streets. Therefore, to enhance the City's ability to manage its local street network, and in accordance with RCW 46.61.415, the procedures in the attached Resolution are proposed for Public Works to follow when contemplating alterations to speed limits on City arterial and non-arterial streets.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-215

Motion for Consideration: Move to approve Resolution No.2014 - 215 , A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON ESTABLISHING PROCEDURES FOR CONSIDERATION OF ALTERING SPEED LIMITS ON CITY STREETS.

Budget Impact: Costs for consultant led engineering and traffic analysis range between $5,000 and $15,000 for individual streets, depending upon complexity.

Alternatives: Do not establish procedures for altering speed limits, and conduct engineering and traffic analysis for all non-arterial City streets at the time the City desires to alter speed limits.

CITY OF PACIFIC, WASHINGTON
RESOLUTION NO. 2014-215

A RESOLUTION OF CITY OF PACIFIC, WASHINGTON, RELATING TO TRAFFIC REGULATION, ESTABLISHING SPEED LIMIT ALTERATION PROCEDURES.

WHEREAS, the Revised Code of Washington (RCW) 46.61.415 grants local authorities permission to set reasonable and safe maximum and minimum speed limits on streets within their respective jurisdiction; and

WHEREAS, this statute provides that the alteration of speed limits upward or downward within the City shall be determined on the basis of an engineering and traffic analysis for arterial classified streets; and

WHEREAS, the alteration of speed limits upward for non-arterial classified streets shall be determined on the basis of an engineering and traffic analysis; and

WHEREAS, the alteration of speed limits downward for non-arterial classified streets does not need to be determined by an engineering and traffic analysis when the City has developed procedures in place; and

WHEREAS, the City desires to develop procedures to alter speed limits for its streets based on the above; and

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

Section 1. The following procedures are established by the City Council for the alteration of speed limits on City streets:

A. A request is made to alter the speed limit.

B. The Public Works Department, through either the Public Works Manager or City Engineer, will initiate an engineering and traffic investigation.

C. A qualified traffic engineering firm will be selected to conduct the engineering and traffic investigation for all arterial streets and increased speed limit requests. Elements of the investigation will include:

   a. Data collection to determine the speed at which 85th percentile of vehicles drive
   b. Accident history review
   c. Land use classifications (residential, commercial, mixed use, etc.)
   d. Non-motorized (bicyclists and pedestrian) activities and amenities
   e. Road characteristics (lane width, pavement markings, sight lines, etc.)
   f. Parking

D. Investigations for requests to alter the speed limit downward on non-arterial streets will be undertaken by Public Works Manager or City Engineer in conformance with the manual on uniform traffic control devices standards, local road knowledge and sound traffic engineering principles.

E. A report will be generated that documents the findings of the investigation.

F. Public Works staff will present the findings to the Public Works Committee (PWC).

G. For those speed limit alteration recommendations not endorsed by the PWC, a report will be made at the next scheduled City Council meeting explaining the issue and rationale for denial. Public Works staff will report to the original speed limit alteration requestor the PWC's decision and rationale for denial. There is no administrative appeal of this decision.

H. For the speed limit alteration recommendations affirmed by PWC, Public Works staff will schedule a public hearing before the City Council through the City Clerk, prepare an agenda bill, ordinance and supporting documentation required to facilitate the discussion and potential legislative action.

I. At the scheduled public hearing, public testimony will be heard regarding the proposed speed limit alteration. Upon closure of the public hearing, City Council will deliberate and take legislative action. There is no administrative appeal of this decision.

J. Public Works staff will implement all speed limit alterations approved by City Council by posting a sign with the new speed limit on the affected street(s) so that the new speed limit may be enforced, and inform the original requestor of all speed limited alterations not approved.

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

APPROVED BY THE CITY COUNCIL ON _____, 2014.

_____
LEANNE GUIER, MAYOR

ATTEST:

_____
AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

_____
CAROL MORRIS, CITY ATTORNEY

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

Agenda Bill No. 14-183

TO: Mayor Guier and City Council Members

FROM: **Jack Dodge, Community Development Manager**

MEETING DATE: **November 17, 2014**

SUBJECT: **New SEPA (State Environmental Policy Act) Regulations**

ATTACHMENTS: **1. Resolution Setting Public Hearing Date**

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

Summary: The current SEPA regulations under Chapter 16.16 of the Pacific Municipal Code (PMC) are outdated and unclear regarding the SEPA review process. The new SEPA regulations will clarify the process and allow an adminitrative appeal of SEPA determinations.

Recommended Action: Set a public hearing date for the December 8, 2014 regular Council meeting for the review and possible adoption of the revised SEPA regulations.

Motion for Consideration: I move to approve Resolution No. 2014-216 setting a public hearing date at the regular Council meeting on December 8, 2014, at approximately 6:30 p.m. to review and take public comment on the proposed SEPA code revisions.

Budget Impact: N/A

Alternatives:

- Set an alternative public hearing date.
- Do not set a public hearing date.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014 -216

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, relating to the State Environmental Policy Act (SEPA), setting the time and place for the City Council to hold a public hearing and to take public testimony on the City's proposed repeal of its existing and outdated SEPA regulations in chapter 16.16 PMC and the adoption of new SEPA regulations in chapter 16.16 PMC, for December 8, 2014 at 6:30pm or as soon as thereafter in the City of Pacific Council Chambers.

WHEREAS, the City has adopted chapter 16.16 PMC on the subject of SEPA, which included the adoption of a number of SEPA Washington Administrative Code sections by reference; and

WHEREAS, since the City adopted existing chapter 16.16 PMC, the State has adopted a number of new SEPA regulations in the Washington Administrative Code; and

WHEREAS, the City staff has drafted a new ordinance which replaces chapter 16.16 PMC, and which incorporates the new SEPA regulations from the Washington Administrative Code by reference; and

WHEREAS, pursuant to RCW 35A.12.140, the City Clerk has at least one copy of the Washington Administrative Code sections adopted by reference in the new ordinance in the City Clerk's Office for use and examination by the public while the draft ordinance is under consideration by the Council; and

WHEREAS, the City Council desires to hold a public hearing to consider the repeal of the old chapter 16.16 PMC and the adoption of a new chapter 16.16 PMC on the subject of SEPA;

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

Section 1. The public hearing on the draft chapter 16.16 PMC is hereby set for Monday, December 8, 2014 at approximately 6:30 pm at the Pacific City Hall, to allow the City Council of the City of Pacific to take public testimony, deliberate, and take action. The public may appear at these hearings and be heard for or against any part of the proposed SEPA regulations.

Section 2. The proposed SEPA regulations have been filed with the City Clerk, and a copy will be furnished to the public requesting the same.

Section 3. The Clerk of the City of Pacific shall publish a notice in the official newspaper of the City.

RESOLVED BY THE CITY COUNCIL this 24th day of November, 2014.

CITY OF PACIFIC

_____

LEANNE GUIER, MAYOR

FILED WITH THE CITY CLERK: 11/17/14
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO: 2014-xxx

ATTEST/AUTHENTICATED:

_____

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

_____

CAROL MORRIS, CITY ATTORNEY

Agenda Bill No. 14-184

TO: Mayor Guier and City Council Members

FROM: John Calkins, Public Safety Director

MEETING DATE: **November 17, 2014**

SUBJECT: **Regional Coordination Framework for Disasters and Planned Events**

ATTACHMENTS: **Resolution No. 2014-217**
Agreement

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

Summary: The agreement is to facilitate the provision of emergency assistance to the participants of the agreement during times of emergency. A partner may need emergency assistance in the form of supplemental personnel, equipment, materials or other support and partners in the Coordination Framework are willing to provide emergency assistance in the form of supplies, services, and equipment.

THIS AGREEMENT IS CURRENTLY BEING REVIEWED BY RMSA.

Recommended Action: Approve agreement for Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington.

Motion for Consideration: "I move to approve Resolution No. 2014-217 authorizing the mayor to sign the agreement facilitating the provision of emergency assistance to the participants of the agreement during times of emergency."

Budget Impact:

Alternatives:

City of Pacific
Washington

RESOLUTION NO. 2014-217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON AUTHORIZING THE MAYOR TO SIGN AND ENTER INTO AN AGREEMENT WITH THE KING COUNTY OFFICE OF EMERGENCY MANAGEMENT FOR REGIONAL COORDINATION FOR DISASTERS.

WHEREAS, the City of Pacific cannot deal with a disaster without assistance from outside agencies, and

WHEREAS, during a disaster this agreement will facilitate the sharing of resources and personnel, and

WHEREAS, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to sign the attached agreement, marked 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 24TH DAY OF NOVEMBER, 2014.

_____
Leanne Guier, Mayor

_____
Amy-Stevenson Ness, City Clerk

_____
Carol Morris, City Attorney

AGREEMENT

for organizations participating in the
Regional Coordination Framework for Disasters and Planned Events
for Public and Private Organizations in King County, Washington

This AGREEMENT ("Agreement") is entered into by the public and private organizations who become signatories hereto ("Signatory Partners") to facilitate the provision of Emergency Assistance to each other during times of emergency.

WHEREAS, the Signatory Partners have expressed a mutual interest in the establishment of an Agreement to facilitate and encourage Emergency Assistance among participants; and

WHEREAS, the Signatory Partners do not intend for this Agreement to replace or infringe on the authority granted by any federal, state, or local governments, statutes, ordinances, or regulations; and

WHEREAS, in the event of an emergency, a Signatory Partner may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Signatory Partner may own and maintain equipment, stocks materials, and employs trained personnel for a variety of services and is willing, under certain conditions, to provide its supplies, equipment and services to other Signatory Partners in the event of an emergency; and

WHEREAS, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each Signatory Partner agrees as follows:

Article I - APPLICABILITY.

A private or public organization located in King County, Washington, may become a Signatory Partner by signing this Agreement and becoming bound thereby. This Agreement may be executed in multiple counterparts.

Article II - DEFINITIONS.

A. 'Assistance Costs' means any direct material costs, equipment costs, equipment rental fees, fuel, and the labor costs that are incurred by the Responder in providing any asset, service, or assistance requested.

B. 'Emergency' means an event or set of circumstances that qualifies as an emergency under any applicable statute, ordinance, or regulation.

C. 'Emergency Assistance' means employees, services, equipment, materials, or supplies provided by a Responder in response to a request from a Requester.

D. 'Emergency Contact Points' means persons designated by each Signatory Partner who will have (or can quickly get) the authority to commit available equipment, services, and personnel for their organization.

E. 'King County Emergency Management Advisory Committee ("EMAC")' is the Committee established in King County Code 2.36.055.

F. 'Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County' ("Framework") means an all hazards architecture for collaboration and coordination among jurisdictional, organizational, and business entities during emergencies in King County.

G. 'Requester' means a Signatory Partner that has made a request for Emergency Assistance.

H. 'Responder' means a Signatory Partner providing or intending to provide Emergency Assistance to a Requester.

I. 'Signatory Partner means any public or private organization in King County, WA, that enters into this Agreement by signature of a person authorized to sign.

J. 'Termination Date' is the date upon which this agreement terminates pursuant to Article V.

Article III - PARTICIPATION.

Participation in this Agreement, and the provision of personnel or resources, is purely voluntary and at the sole discretion of the requested Responder. Signatory Partners that execute the Agreement are expected to:

A. Identify and furnish to all other Signatory Partners a list of the Organization's current Emergency Contact Points together with all contact information; and .

B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SIGNATORY PARTNERS.

Signatory Partners agree that their Emergency Contact Points or their designees can serve as representatives of the Signatory Partner in any meeting to work out the language or implementation issues of this Agreement.

The Emergency Contact Points of a Signatory Partner shall:

A. Act as a single point of contact for information about the availability of resources when other Signatory Partners seek assistance.

B. Maintain a manual containing the Framework, including a master copy of this Agreement (as amended), and a list of Signatory Partners who have executed this Agreement.

C. Each Signatory Partner will submit its Emergency Contact Information Form to the King County Office of Emergency Management ("KCOEM"). KCOEM will maintain a list showing the succession in all the Signatory Partners. This list will include names, addresses, and 24-hour phone numbers of the Emergency contact points (2-3 deep) of each Signatory Partner. Note: the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.

Article V - TERM AND TERMINATION.

A. This Agreement is effective upon execution by a Signatory Partner.

B. A Signatory Partner may terminate its participation in this Agreement by providing written termination notification to the EMAC, care of the KCOEM, 3211 NE 2nd Street, Renton WA 98056, or by Fax at 206-205-4056. Notice of termination becomes effective upon receipt by EMAC which shall, in turn, notify all Signatory Partners. Any terminating Signatory Partner shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI - PAYMENT AND BILLING.

a. Requester shall pay to Responder all valid and invoiced Assistance Costs within 60 days of receipt of Responder's invoice, for the Emergency Assistance services provided by Responder. Invoices shall include, as applicable, specific details regarding labor costs, including but not limited to the base rate, fringe benefits rate, overhead, and the basis for each element; equipment usage detail and, material cost breakdown.

b. In the event Responder provides supplies or parts, Responder shall have the option to accept payment of cash or in-kind for the supplies or parts provided.

c. Reimbursement for use of equipment requested under the terms of this Agreement, such as construction equipment, road barricades, vehicles, and tools, shall be at the rate mutually agreed between Requester and Responder. The rate may reflect the rate approved and adopted by the Responder, a rate set forth in an industry standard publication, or other rate.

Article VII - INDEPENDENT CONTRACTOR.

Responder shall be and operate as an independent contractor of Requester in the performance of any Emergency Assistance. Employees of Responder shall at all times while performing Emergency Assistance continue to be employees of Responder and shall not be deemed employees of Requester for any purpose. Wages, hours, and other terms and conditions of employment of Responder shall remain applicable to all of its employees who perform Emergency Assistance. Responder shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Requester shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Responder's employees. The costs associated with requested personnel are subject to the reimbursement process outlined in Article XI. In no event shall Responder or its officers, employees, agents, or representatives be authorized (or

represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Requester under or by virtue of this Agreement.

Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.

Requests for Emergency Assistance shall be made by a person authorized by the Requester to make such requests and approved by a person authorized by Responder to approve such requests. If this request is verbal, it must be confirmed in writing within thirty days after the date of the request.

Article IX - PROVISION OF EQUIPMENT.

Provision of equipment and tools loans is subject to the following conditions:

1. At the option of Responder, equipment may be provided with an operator. See Article XI for terms and conditions applicable to use of personnel.

2. Provided equipment shall be returned to Responder upon release by Requester, or immediately upon Requester's receipt of an oral or written notice from Responder for the return of the equipment. When notified to return equipment to Responder, Requester shall make every effort to return the equipment to Responder's possession within 24 hours following notification. Equipment shall be returned in the same condition as when it was provided to Requester.

3. During the time the equipment has been provided, Requester shall, at its own expense, supply all fuel, lubrication and maintenance for Responder's equipment. Requester shall take proper precaution in its operation, storage and maintenance of Responder's equipment. Equipment shall be used only by properly trained and supervised operators. Responder shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its condition, fitness for a particular purpose, or merchantability.

4. Responder's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to Requester. Responder shall submit copies of invoices from outside sources that perform such services and shall provide accounting of time and hourly costs for Responder's employees who perform such services.

5. Without prejudice to Responder's right to indemnification under Article XIII herein, in the event equipment is lost, stolen or damaged from the point the Requestor has the beneficial use of the equipment, or while in the custody and use of Requester, or until the Requestor no longer has the beneficial use of the equipment, Requester shall reimburse Responder for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired within a time period required by Responder, then Requester shall reimburse Responder for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Responder. If Responder must lease or rent a piece of equipment while Responder's equipment is being repaired or replaced, Requester shall reimburse Responder for such costs. Requester shall have the right of subrogation for all claims against persons other than parties to this Agreement that may be responsible in whole or in part for damage to the equipment. Requester shall not be liable for damage caused by the sole negligence of Responder's operator(s).

Article X - PROVISION OF MATERIALS AND SUPPLIES.

Requester shall reimburse Responder in kind or at Responder's actual replacement cost, plus handling charges, for use of partially consumed, fully consumed, or non-returnable materials and supplies, as mutually agreed between Requester and Responder. Other reusable materials and supplies which are returned to Responder in clean, damage-free condition shall not be charged to the Requester and no rental fee will be charged. Responder shall determine whether returned materials and supplies are "clean and damage-free" and shall treat material and supplies as "partially consumed" or "non-returnable" if found to be damaged.

Article XI - PROVISION OF PERSONNEL.

Responder may, at its option, make such employees as are willing to participate available to Requester at Requester's expense equal to Responder's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Responder's personnel union contracts, if any, or other conditions of employment. Costs to feed and house Responder's personnel, if necessary, shall be chargeable to and paid by Requester. Requester is responsible for assuring such arrangements as may be necessary for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for Responder's personnel. Responder shall bill all costs to Requester, who is responsible for paying

all billed costs. Responder may require that its personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of Requester. Responder's employees may decline to perform any assigned tasks if said employees judge such task to be unsafe. A request for Responder's personnel to direct the activities of others during a particular response operation does not relieve Requester of any responsibility or create any liability on the part of Responder for decisions and/or consequences of the response operation. Responder's personnel may refuse to direct the activities of others. Responder's personnel holding a license, certificate, or other permit evidencing qualification in a professional, mechanical, or other skill, issued by the state of Washington or a political subdivision thereof, is deemed to be licensed, certified, or permitted in any Signatory Partner's jurisdiction for the duration of the emergency, subject to any limitations and conditions the chief executive officer and/or elected and appointed officials of the applicable Signatory Partners jurisdiction may prescribe in writing. When notified to return personnel to Responder, Requester shall make every effort to return the personnel to Responder promptly after notification.

Article XII - RECORD KEEPING.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Responder will be recorded on a shift-by-shift basis by the Responder and will be submitted to Requester as needed. If no personnel are provided, Responder will submit shipping records for materials and equipment, and Requester is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, Requester remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement.

Article XIII – INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.

A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, Requester releases and shall indemnify, hold harmless and defend each Responder, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing, or declining to provide, or not being asked to provide, Emergency Assistance to Requester, whether arising before, during, or after performance of the Emergency Assistance and whether suffered by any of the Signatory Partners or any other person or entity.

Requester agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, Requester, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Any Signatory Partner shall not be required under this Agreement to indemnify, hold harmless and defend any other Signatory Partner from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Signatory Partners' officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.

C. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Requester agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Signatory Partner, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

D. DELAY/FAILURE TO RESPOND. No Signatory Partner shall be liable to another Signatory Partner for, or be considered to be in breach of or default under, this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

E. MEDIATION AND ARBITRATION. If a dispute arises under the terms of this Agreement, the Signatory Partners involved in the dispute shall first attempt to resolve the matter by direct negotiation. If the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

F. SIGNATORY PARTNERS LITIGATION PROCEDURES. Each Signatory Partner seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify Requester of such claim and shall not settle such claim without the prior consent of Requester. Such Signatory Partners shall have the right to

participate in the defense of said claim to the extent of its own interest. Signatory Partners' personnel shall cooperate and participate in legal proceedings if so requested by Requester, and/or required by a court of competent jurisdiction.

Article XIV - SUBROGATION.

A. REQUESTER'S WAIVER. Requester expressly waives any rights of subrogation against Responder, which it may have on account of, or in connection with, Responder providing Emergency Assistance to Requester under this Agreement.

B. RESPONDER'S RESERVATION AND WAIVER. Responder expressly reserves its right to subrogation against Requester to the extent Responder incurs any self-insured, self-insured retention or deductible loss. Responder expressly waives its rights to subrogation for all insured losses only to the extent Responder's insurance policies, then in force, permit such waiver.

Article XV - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.

Responder's employees, officers or agents, made available to Requester, shall remain the general employees of Responder while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Signatory Partner shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Signatory Partner shall provide worker's compensation in compliance with statutory requirements of the state of residency.

Article XVI - MODIFICATIONS.

Modifications to this Agreement must be in writing and will become effective upon approval by a two-thirds affirmative vote of the Signatory Partners. Modifications must be signed by an authorized representative of each Signatory Partner. EMAC will be the coordinating body for facilitating modifications of this Agreement.

Article XVII- NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.

This Agreement shall not supersede any existing mutual aid agreement or agreements between two or more governmental agencies, and as to assistance requested by a party to such mutual aid agreement within the scope of the mutual aid agreement, such assistance shall be governed by the terms of the mutual aid agreement and not by this Agreement. This Agreement shall, however, apply to all requests for assistance beyond the scope of any mutual aid agreement or agreements in place prior to the event.

Article XVIII - GOVERNMENTAL AUTHORITY.

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement or the Signatory Partner. Provided that a governmental authority may alter its obligations under this Agreement only as to future obligations, not obligations already incurred.

Article XIX - NO DEDICATION OF FACILITIES.

No undertaking by one Signatory Partner to the other Signatory Partners under any provision of this Agreement shall constitute a dedication of the facilities or assets of such Signatory Partners, or any portion thereof, to the public or to the other Signatory Partners. Nothing in this Agreement shall be construed to give a Signatory Partner any right of ownership, possession, use or control of the facilities or assets of the other Signatory Partners.

Article XX - NO PARTNERSHIP.

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Signatory Partners or to impose any partnership obligation or liability upon any Signatory Partner. Further, no Signatory Partner shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Signatory Partner.

Article XXI - NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Signatory Partners. This Agreement shall not release or discharge any obligation or liability of any third party to any Signatory Partners.

Article XXII - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

Article XXIII - SUCCESSORS AND ASSIGNS.

This Agreement is not transferable or assignable, in whole or in part, and any Signatory Partner may terminate its participation in this Agreement subject to Article V.

Article XXIV - GOVERNING LAW.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

Article XXV - VENUE.

Any action which may arise out of this Agreement shall be brought in Washington State and King County. Provided, that any action against a participating County may be brought in accordance with RCW 36.01.050.

Article XXVI - TORT CLAIMS.

It is not the intention of this Agreement to remove from any of the Signatory Partners any protection provided by any applicable Tort Claims Act. However, between Requester and Responder, Requester retains full liability to Responder for any claims brought against Responder as described in other provisions of this agreement.

Article XXVII - WAIVER OF RIGHTS.

Any waiver at any time by any Signatory Partner of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

Article XXVIII - INVALID PROVISION.

The invalidity or unenforceability of any provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Article XXIX - NOTICES.

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be conveyed and facilitated by EMAC, care of the KCOEM, 3511 NE 2nd Street, Renton WA 98056, Phone: 206-296-3830, Fax: 206-205-4056. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, (iii) transmitted by electronic mail, or (iv) sent by United States Mail, postage prepaid, to the EMAC.

Signatory Documentation Sheet

The Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington is intended to be adopted as the framework for participating organizations, within King County, to assist each other in disaster situations when their response capabilities have been overloaded. Components, as of January 2014, are the following:

- Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County
- Agreement (legal and financial)

IN WITNESS WHEREOF, the Signatory Partner hereto has caused this Regional Coordination Framework for Disasters and Planned Events to be executed by duly authorized representatives as of the date of their signature:

ORGANIZATION:

_____

ADDRESS:

_____

_____

_____

AUTHORIZED SIGNATURE:

_____

_____

_____

DATE:_____

Please submit this form to the King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056

AGENDA ITEM NO. 4E

Agenda Bill No. 14-185

TO: Mayor Guier and City Council Members

FROM: John Calkins

MEETING DATE: November 17, 2014

SUBJECT: **Valley Communications 2015 Contract**

ATTACHMENTS: **Resolution No. 2014-218**
Agreement for 2015 Services, Exhibit "A"

Previous Council Review Date: N/A

Summary: Yearly, Valley Communications Center requires a supplemental agreement be signed for the coming year. We agree to pay the rate for the Calls for Service and use of the 800 MHz airtime. The rate this year shall be $40.65 for each dispatchable call, an increase of $3.17 per call. The yearly rate for use of the radio system are estimated at $12,069.00.

Recommended Action: Recommend the approval of the supplemental agreement for dispatch services for 2015.

Motion for Consideration: Move the item to the November 24, 2014 meeting."

Budget Impact: An increase of $17,000 from 2014.

Alternatives: There are no alternatives. Valley Comm is the only dispatch center that is available.

City of Pacific
Washington

RESOLUTION NO. 2014-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH VALLEY COMMUNICATIONS FOR 2015.

WHEREAS, the City of Pacific Police Department depends on the Communication Center to keep track of the location of officers are at all times, and

WHEREAS, the Communication Center receives and analyzes all calls for service from the citizens of Pacific prior to dispatching the officer, and

WHEREAS, the Communication Center relays information constantly to the officer(s) regarding vehicle information, suspect information and confirms all misdemeanor and felony warrants for the officer(s), and

WHEREAS, an officer's safety relies on a quality Communication Center during each shift that is worked.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to sign and enter into the 2015 contract with the Valley Communications Center, attached as Exhibit A.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 24TH DAY OF NOVEMBER, 2014.

_____
Leanne Guier, Mayor

_____
Amy Stevenson Ness, City Clerk

_____

Carol Morris, City Attorney

Valley 911
COMMUNICATIONS CENTER

MEMORANDUM

FROM: Mary Sue Robey, Administrations Services Manager
DATE: November 7, 2014
SUBJECT: Contract, EXHIBIT "A"

Please sign the attached exhibit A to your contract with Valley Com and return one copy to me for our records by November 24, 2014.

If you have questions regarding this document please contact me at 253-372-1520.

Thank you.

EXHIBIT "A"
to the
AGREEMENT
by and between
VALLEY COMMUNICATIONS CENTER
and
PACIFIC POLICE DEPARTMENT

This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **PACIFIC POLICE DEPARTMENT**

This appendix shall remain in effect from **January 1, 2015** thru **December 31, 2015.**

A.1 The rate shall be **Forty Dollars and Sixty Five Cents ($40.65)** for each dispatchable call.

A.2 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios plus airtime usage. Annual costs for 2015 are estimated at **Twelve Thousand and Sixty Nine Dollars ($12,069.00)**

A.3 ACCESS user fees will be charged on a quarterly basis determined by user agency transaction count. Transactions for any given calendar year are used to determine fees for two years past the year when the transaction count was taken.

Signed this **6th** day of **November, 2014**.

Lora Ueland

LORA UELAND
EXECUTIVE DIRECTOR

MAYOR

Agenda Bill No. 14-186

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, Finance Director

MEETING DATE: November 17, 2014

SUBJECT: Ordinance Tax Levy.

ATTACHMENTS: Preliminary King/Pierce Counties Levy Limit Worksheet – 2015 Tax Roll
Ordinance No. 2014-1881

Previous Council Review Date: Various Meetings.

Summary: Every year the City must adopt an Ordinance identifying the Tax Levy for the New Year. Public Hearings must be held providing an opportunity for the public to comment on the Budget and on revenue sources including the potential for a Tax Levy increase. Last year the City did not take an increase in their tax levy.

The City Council held a public hearing on the potential tax levy increase on October 27, 2014.

The estimated valuation for the City of Pacific is 564,179,057 including new construction. The statutory limit for the City of Pacific is $2.10 per $1,000/value. The limit on increasing without a vote of the public is 101%.

The rate for 2013 was $1.62685/1,000, which calculated out to a Tax Levy of $884,968.

Proposed for 2014 is $1.61456/1,000, which calculates as $903,271 an increase of $15,849 other than new construction and $18,208 including the new construction.

In order to levy at the statutory limit the City would have been required to put a lid lift to a vote of the public. $2.15182/1,000 would be $1,214,012.

Recommendation/Action: Accept this as the first reading of Ordinance No. 2014-1881 adopting the tax levy for the year 2015 with no additional rate increases other than those due to increased assessed valuation and new construction.

Motion for Consideration: move to accept this as the first reading of Ordinance No. 2014-1881 Adopting the tax levy for the year 2015.

Budget Impact:

Alternatives:

CITY OF PACIFIC
WASHINGTON

ORDINANCE NO. 2014-1881

AN ORDINANCE OF THE CITY OF PACIFIC, KING COUNTY AND PIERCE COUNTY, WASHINGTON, FIXING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED IN THE CITY OF PACIFIC FOR THE YEAR 2015; AND ESTABLISHING AN EFFECTIVE DATE; AND ESTABLISHING SEVERABILITY.

WHEREAS, the City Council of the City of Pacific attest that the population of Pacific is less than ten thousand (10,000) and;

WHEREAS, the City Council of the City of Pacific has properly given notice of the public hearing held October 27, 2014 to consider the City's General Fund revenue sources, including consideration of possible increases in property tax revenues for the 2015 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the statutory limit that the City may levy to raise funds from property taxes is $2.15182 per $1,000 of assessed value or 101% of the highest prior levy, not to exceed $2.15182 per $1,000 of assessed value.

WHEREAS, the City's actual levy amount from the previous year was $884,968; and

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

Section 1. The City Council considered all relevant evidence and testimony presented at the public hearing, and determined that the City of Pacific requires a regular levy in the amount of $903,271 for the year 2015. This is a 102.068% increase in property tax revenue from the previous year, in order to discharge the expected expenses and obligations of the City of Pacific and in its best interest. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed and wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and refunds made.

Section 2. Notification. The Finance Director is directed to certify the dollar amount to be raised on real and personal property and to transmit the certification of same by certified mail to King County Council and to King County Assessor.

Section 3. 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 ordinance 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 ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be in full force and take effect five (5) days after its publication according to law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 24TH DAY OF NOVEMBER, 2014.

CITY OF PACIFIC

_____
Mayor Leanne Guier

ATTEST:

_____
Amy Stevenson-Ness, City Clerk

Approved as to form:

_____
Carol Morris, City Attorney

PRELIMINARY

KING/PIERCE COUNTIES

LEVY LIMIT WORKSHEET – 2015 Tax Roll

TAXING DISTRICT: City of Pacific

The following determination of your regular levy limit for 2015 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Fire District 61 — Estimated Fire rate: 1.00000

Annexed to Library District (Note 1) — Estimated Library rate: 0.44818

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
891,898	Levy basis for calculation: (2014 Limit Factor) (Note 2)	891,898
1.0100	x Limit Factor	**1.0159**
900,817	= Levy	906,088
1,508,252	Local new construction	1,508,252
0	+ Increase in utility value (Note 3)	0
1,508,252	= Total new construction	1,508,252
1.62685	x Last year's regular levy rate	1.62685
2,454	= New construction levy	2,454
903,271	Total Limit Factor Levy	**908,542**
	Annexation Levy	
0	Omitted assessment levy (Note 4)	**0**
903,271	Total Limit Factor Levy + new lid lifts	908,542
564,179,057	÷ Regular levy assessed value less annexations	564,179,057
1.60104	= Annexation rate (cannot exceed statutory maximum rate)	1.61038
0	x Annexation assessed value	0
0	= **Annexation Levy**	**0**
	Lid lifts, Refunds and Total	
0	+ First year lid lifts	0
903,271	+ Limit Factor Levy	908,542
903,271	= Total RCW 84.55 levy	**908,542**
2,359	+ Relevy for prior year refunds (Note 5)	2,359
905,630	= Total RCW 84.55 levy + refunds	910,901
	Levy Correction: Year of Error _____ (+or-)	
905,630	**ALLOWABLE LEVY (Note 6)**	910,901
	Increase Information (Note 7)	
1.60522	Levy rate based on allowable levy	1.61456
884,968	Last year's ACTUAL regular levy	884,968
15,849	Dollar increase over last year other than N/C – Annex	21,120
1.79%	Percent increase over last year other than N/C – Annex	2.39%
	Calculation of statutory levy	
	Regular levy assessed value (Note 8)	564,179,057
	x Maximum statutory rate	2.15182
	= Maximum statutory levy	**1,214,012**
	+Omitted assessments levy	**0**
	=Maximum statutory levy	**1,214,012**
	Limit factor needed for statutory levy	Not usable

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ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.
Please read carefully the notes on the reverse side.

Notes:

1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.

2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.

3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).

4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omits are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.

5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.

6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.

7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.

8) Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.