



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

March 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**
 - A. AB 14-041: Resolution No. 2014-129: Senior Center Donation** (5 min.)
(Darcie Thach)
 - B. AB 14-042: Discussion of committee to review marijuana issues** (15 min.)
(Council Member Kave)
 - C. AB 14-033: Resolution No. 2014-115: Contract for Professional Legal Services** (10 min.)
(Council Member Knudtson)
 - D. AB 14-034: Ordinance No. 2014-1857: Parking of motorhomes, vacation trailers, boat trailers, camperettes, and all other vehicles not in daily use.** (10 min.)
(Council Member Hulsey)
 - E. AB 14-043: Resolution No. 2014-122: I-Net Services Contract** (5 min.)
(Amy Stevenson-Ness)
 - F. AB 14-044: Resolution No. 2014-123: Decant Agreement with City of Auburn** (10 min.)
(Ken Barnett)
 - G. AB 14-045: Resolution No. 2014-124: Equipment Trailer Purchase** (5 min.)
(Ken Barnett)
 - H. AB 14-046: Resolution No. 2014-125: Gordon Pacific Developer Agreement** (10 min.)
(Ken Barnett)
 - I. AB 14-047: Resolution No. 2014-126: Olympic Environmental Resources Agreement** (5 min.)
(Ken Barnett)
 - J. AB 14-048: Resolution No. 2014-127: Purchase of Mini Excavator** (5 min.)
(Ken Barnett)
 - K. AB 14-049: Ordinance No. 2014-1858: Street Assessment Reimbursements** (10 min.)
(Ken Barnett)
- 5. ADJOURN**



AGENDA ITEM NO. 4A.

Back to Agenda

Agenda Bill No. 14-041

TO: Mayor Guier and City Council Members

FROM: Darcie Thach, Assistant Director Community Services

MEETING DATE: March 3, 2014

SUBJECT: \$500 Donation from South End Coalition

ATTACHMENTS: Letter from South End Coalition
Resolution No. 14-129

Previous Council Review Date: none

Summary: The South End Coalition is an organization of professionals and persons who work in the areas of Senior Health Care and well-being. The South End Coalition throughout the year has done fund raisers and prize drawing to raise money to help support the Senior Service Center.

Recommendation/Action: Recommend to accept the \$500 donation on behalf of the Pacific Algona Senior Center.

Motion for Consideration: I move to accept the \$500 donation on behalf of the Pacific Algona Senior Center.

Budget Impact:

Alternatives:

AGENDA ITEM NO. 4A.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 14-129

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON,
ACCEPTING THE FUNDS FROM A CASH DONATION FROM SOUTH END COALITION,
INC. OF PACIFIC.**

WHEREAS, the City of Pacific provides Senior Services for the City of Pacific, Algona and surrounding areas; and

WHEREAS, the City of Pacific provides programs to the seniors in the community; and

WHEREAS, the City of Pacific will use this donation for seniors and citizens in the City of Pacific, Algona and surrounding areas; and

WHEREAS, the Mayor, on behalf of the City of Pacific, has indicated the City's willingness to accept this donation;

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

Section 1. The Pacific City Council hereby accepts the cash donation of \$500 from South End Coalition.

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

**PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING
THEREOF ON MARCH 10, 2014.**

CITY OF PACIFIC

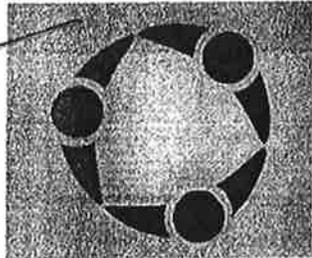
Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Kenyon Luce, City Attorney



South End Coalition

To Promote and Provide for Senior Health and Wellness
Through Networking of Resources, Services and Education.

February 13th, 2014

Dear Pacific Senior Center,

Re: \$500 Donation From South End Senior Care Coalition

To Whom It May Concern;

South End Coalition is an organization of professionals and persons who work in many areas of Senior Health Care and well being. Our goal is to network without competition and collectively provide quality senior care by exchanging information and ideas. Throughout the year we were able to raise funds through memberships and prize drawing sales to contribute to multiple organizations and are pleased to help support the Senior Service Center.

We hope you get great use from this donation!

Warm Regards,

Cindie Batterman, President

South End Coalition - C/O Cindie Batterman, President
P.O. Box 1144 - Orting, WA 98360
www.SECOalition.com



Agenda Bill No. 14-042

TO: Mayor Guier and City Council Members
FROM: Council Member Vic Kave and Planner Paula Wiech
MEETING DATE: March 3, 2014
SUBJECT: Marijuana Advisory Committee

ATTACHMENTS: Call for Committee Volunteers Notice
(Posted on City website, at City Hall, Library, and Post Office)

Previous Council Review Date: First Review

Summary: Council Member Vic Kave had suggested at a Council meeting that the Planning Commission be asked to create a special committee to review health, safety, land use, and other issues to be considered in regulating Medical and Recreational Marijuana. This committee would then report to the Planning Commission at their regular meetings.

Council Member Kave proposed that this committee be chaired by a Planning Commissioner, and also include residents and business people with diverse viewpoints tasked with collecting and presenting reliable facts regarding the production, processing and distribution of Medical and Recreational Marijuana; thereby lessening the Planning Commission's workload over the next few months.

Council Member Kave presented his ideas and got feedback from Commissioners and the audience at the Tuesday, February 25th, Planning Commission Meeting. Although a Planning Commission committee chairperson has not yet been identified, the Commission recommended that staff post an invitation for volunteers to participate in this special committee.

Council Member Kave and Paula Wiech have agreed to review applicants and select a Marijuana Advisory Committee by the next Planning Commission Meeting on March 18, 2014.

Recommendation/Action: None at this time.

Motion for Consideration: None at this time.

Budget Impact: None, unless this is advertised in the Auburn Reporter as well.

Alternatives: Place on City Reader Board and in the March 7th Auburn Reporter. Others?

AGENDA ITEM NO. 4B



PACIFIC PLANNING COMMISSION **CALL FOR COMMITTEE VOLUNTEERS**

Join the City of Pacific Planning Commission in a committee to review health, safety, and land use issues relating to Medical and Recreational Marijuana production, processing and distribution. Planning Commissioners will be meeting several times over the next few months with representatives from the City Council, and other agencies as needed.

We are also seeking residents and business owners willing to research issues and represent diverse perspectives relating to Marijuana issues in the City of Pacific.

Call Paula Wiech at 253-929-1111, or email pwiech@ci.pacific.wa.us by March 14, 2014 if you are interested in being part of the Committee.

Posted at Pacific City Hall, the Pacific Post Office, and Algona-Pacific Library



AGENDA ITEM NO. 4C

Back to Agenda

Agenda Bill No. 14-032

TO: Mayor Guier and City Council Members
FROM: Governance Committee
MEETING DATE: March 3, 2014
SUBJECT: Professional Legal Services

ATTACHMENTS: **Resolution No. 14-115**
Legal Services RFP

Previous Council Review Date: February 18, 2014

Summary: The Governance Committee has met and developed a timeline for moving forward with the procurement of professional legal services. It was decided that in order to budget appropriately for yearly legal services, the City would like a legal firm that utilizes a fixed-price retainer. To enable the Finance Director to appropriately budget funds for legal services, the legal contract will be from July 1 to June 30.

Once approved, an RFP will be issued and accepted for a 30-day time period. The Committee would like the new legal services to begin on July 1, 2014.

Recommendation/Action: Approve the process and adopt the resolution.

Motion for Consideration: "I move to adopt Resolution No 14-115 authorizing the Mayor to issue a request for proposals for a professional legal services contract."

Budget Impact:

Alternatives:

AGENDA ITEM NO. 4C

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2014-115

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON,**

WHEREAS, in the past two years, the City's legal expenses have been unusually high due to extraordinary circumstances; and

WHEREAS, in order to budget appropriately for yearly legal services and cut costs, the City desires a legal firm that utilizes annual fixed-price representation; and

WHEREAS, the City deems it unnecessary for legal representation to attend all City Council meetings; and

WHEREAS, the City desires a firm that specializes in municipal services; and

WHEREAS, the City wishes to retain legal services on a yearly professional services contract from July 1 to June 30; and

WHEREAS, the current legal services contract will receive notice that service will end on June 30, 2014

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

Section 1. The Council authorizes the Mayor to issue a request for proposals for a Professional Legal Services contract.

Section 2. The City Clerk will advertise the request for proposal and accept proposals for four weeks.

Section 3. The Mayor and Governance Committee will review submitted proposals and bring to a City Council workshop for review and regular City Council meeting for final selection.

Section 4. This Resolution shall take effect and be in force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING
THEREOF ON THE 10TH DAY OF MARCH 2014.**

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form:

Kenyon Luce, City Attorney

FILED WITH THE CITY CLERK: 12.17.12
PASSED BY THE CITY COUNCIL: 12.26.12
EFFECTIVE DATE: 12.26.12
RESOLUTION NO. 12-1226

CITY OF PACIFIC

REQUEST FOR PROPOSALS

CITY ATTORNEY GENERAL LEGAL SERVICES

City of Pacific is accepting proposals from qualified professional law firms to provide City Attorney General Legal Services on a contractual basis from July 1, 2014 through June 30, 2015.

A summary of the scope of services, minimum qualifications, and proposal requirements are available from the City Clerk's Office, 100 3rd Avenue SE, Pacific, WA 98047, on the city's website at www.cityofpacific.com, or by calling (253) 929-1105.

One original and ten (10) copies of sealed proposals are to be submitted to the City Clerk by 5:00 p.m., PST, Friday, April 11, 2014, at the address stated above. All proposals must be sealed and marked "City Attorney-Legal Services Proposal."

The City reserves the right to reject any and all proposals, to waive informalities and irregularities in the proposal submitting process, to negotiate further with all proposers within the competitive range, and to accept a proposal which is considered to be in the best interest of the City.

Amy Stevenson-Ness
City Clerk

I. INTRODUCTION

City of Pacific (City) is soliciting proposals from qualified firms to provide legal services for City for a one-year period commencing May 12, 2014 through June 30, 2015.

This document outlines the requirements, selection process, and the documentation necessary to submit a responsive proposal for this service. Sealed proposals (one original and ten copies) shall be submitted by 5:00 p.m., PST, Friday, April 11, 2014 to:

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

Envelopes containing the proposals are to be sealed and clearly marked: "City Attorney-Legal Services Proposal."

All proposals shall be considered valid for a period of ninety (90) days from the proposal closing date and shall contain a statement to that effect. Accepted proposals shall be subject to applicable laws and regulations governing public disclosure. Any information received within the proposal will be considered part of the public record of this procurement.

The City reserves the right to reject any and all proposals, to waive informalities and irregularities in the proposal submitting process, to negotiate further with all proposers within the competitive range, and to accept a proposal which is considered to be in the best interest of City.

Requests for additional information or questions should be addressed to Amy Stevenson-Ness, City Clerk, at the above address, or by calling (253) 929-1105; or via email at astevenson-ness@ci.pacific.wa.us.

II. AGENCY BACKGROUND

The City of Pacific is a municipal corporation operating under laws applicable to non-charter code cities. The City has a population of approximately 6,620, its own police department, municipal court, public works department; water utility, engineer/planning/building department, finance department, and administrative services department. The City has approximately 34 employees.

III. CONTRACT PERIOD

It is anticipated that the period of contract will be an annual renewal. The City retains the right to solicit other proposals for city attorney – legal services every 12 months after the initial 12 month contract, or if the City's needs for general legal services change substantially.

IV. SCOPE OF SERVICES

A. Description

- 1) Act as general legal counsel to the City elected officials and City Staff. Legal counsel will provide representation, advice, and interpretation of municipal corporation law as it applies to the City, except for legal services provided by Bond Counsel, legal services provided by the City Prosecutor, and those legal services needed on matters prohibited as a matter of law, or under the Washington State Supreme Court Code of Professional Responsibility. Such information will involve federal and state laws as well as local statutes and ordinances. (estimated average of 40 hours per month)

B. Typical Duties (not exhaustive)

- 1) Provide general legal advice to the Mayor, Department Directors, City Council, and all City Boards and Commissions regarding all legal matters relating to the performance of their duties.
- 2) Maintain knowledge of issues facing the City and be prepared to offer timely legal opinions within a pre-established response process.
- 3) Attend City Council meetings and other City Council, board(s) or commission meetings as requested by the Mayor.
- 4) Legal actions or administrative proceedings that may be initiated by the City, except on matters for which the City Prosecutor or the City's insurance carrier is providing representation, including appeals or as needed to assist Insurance Carrier appointed attorney(s) during litigation. Association of Washington Cities, Risk Management Services Association (AWC RMSA) provides the City's general liability and property insurance coverages.
- 5) Land use proceedings that may be initiated by the City, except on matters for which the City's insurance carrier is providing representation, including appeals.
- 6) Appearance and/or initiation or other involvement, on behalf of the City, in other dispute resolution proceedings, including, but not necessarily limited to judicial, arbitration or mediation, and appeals thereof.
- 7) Represent and advise in matters relating to Federal Highway Administration and Washington Department of Transportation funded projects.
- 8) Represent and advise in matters relating to Stormwater/NPDES permitting.
- 9) Respond in a timely manner to inquiries from authorized City departments and/or elected officials through the City routing system and provide regular status reports on active issues through present routing system.
- 10) Assist the Police Department on matters relating to Police Liability issues and/or changes in policy.
- 11) Assist the Police Department with Forfeiture/Seizure hearings, as requested.
- 12) Review and/or draft contracts, in whole or in part, and activities incidental or related thereto, including, but not necessarily limited to, real-estate transactions, interlocal agreements, labor agreements, professional services, purchasing, service or product contracts, as requested. May assist in negotiation of such contracts and/or agreements as requested.
- 13) Review legislation, including ordinances, resolutions, contracts, and agenda bills, drafted by staff as to form and content, together with applicable comments/questions/suggestions.
- 14) Prepare and/or review ordinances, resolutions, contracts, and other documents as necessary to represent and protect the City's interest, and advise the City with regards thereto.
- 15) Represent the City in litigation, (or as needed to assist Insurance Company appointed attorney(s) during litigation.)

- 16) Provide research, recommendation, written legal opinions, preparation and review of issues relating to land use/public property acquisitions/growth management. Law enforcement, finance, personnel law, private/public partnerships and public record requests as requested by the Mayor, Council, or Department Directors.

V. DESIRED QUALIFICATIONS

- A. Minimum five (5) years experience within or with municipal government in providing general municipal legal services is desirable.
- B. Extensive knowledge of federal, state, and municipal status, case law, regulations and policies relevant to city government in areas of civil, land use, and administrative law; of legal procedures; and of courtroom procedures.
- C. Substantial experience in working with agencies and public boards with substantial (\$1 to \$40 million) annual budgets.
- D. Experience in all aspects of municipal law. The City will give preference to individuals or firms with experience in municipal issues, such as zoning, environmental questions, land use permits, annexation and growth boundary review board, building code, personnel issues, public utilities, contract development and interpretation, public records act, forfeiture/seizure hearings, code enforcement/abatement, and police liability, including changes to police policy matters.
- E. Member of the Washington State Bar. The selected firm will be required to declare that it will represent the City to the exclusion of all other clients having potential conflicts with the interests of the City.
- F. Firm preferably to be located within or have satellite offices within the limits of King or Pierce County for the purpose of timely interactions between City elected officials, departmental staff, and legal counsel.

VI. PROPOSAL REQUIREMENTS

- A. Firm/practice name, address, phone and fax number.
- B. A summary of firm's qualifications as they relate to the duties and desired qualifications described above, as well as demonstrated knowledge relating to municipal corporations and non-charter code cities under RCW 35A.
- C. A list of references knowledgeable about your firm's municipal and public sector related work. Include contact names, telephone numbers and addresses.
- D. A description of how your firm would propose to provide the required legal services. This should include an understanding of the City's service requirements, the firm's ongoing service commitment, responsiveness, office location, etc. Include information of availability and back-up city attorney services, if absent for illness, vacation, trials, etc.
- E. A discussion of the qualifications and experience of each attorney who would provide legal services, along with detailed resumes. This discussion will clearly identify the person to serve as primary city attorney and will differentiate this person from other supporting key personnel and their particular area(s) of expertise. For each attorney, please include the following:
 - 1) A description of related municipal experience with agencies similar in size to City.

- 2) Describe philosophy of “due process.”
 - 3) Describe any conflicts of interest (real or perceived) that may be incurred with this appointment, and how you propose to address or mitigate them.
 - 4) Describe working relationships with local, state and county elected officials, unions and police guilds, City staff, and other legal and business representatives.
 - 5) Describe experience in negotiating contracts with unions and police guilds.
 - 6) Describe experience in working with forfeiture/seizure hearing; code enforcement and abatement; police liability issues; and change in police policy.
 - 7) Discuss experience in providing solutions to municipal government issues and how you keep abreast of changes in the law affecting municipalities; and your experience in overcoming these challenges to comply and resolve conflicts and gain cooperation among groups with divergent interests.
 - 8) Discuss experience in working with public record requests.
 - 9) Discuss experience in working with Human Resource, Employment law, and employee grievance, as well as employee and supervisor education and training.
 - 10) Discuss experience in working with the City on reducing liability/exposure to the City.
 - 11) Discuss experience in working on land use permitting matters.
 - 12) Discuss experience in working on public property acquisitions and public/private partnerships.
 - 13) Discuss experience in working on Federal Highway Administration and Washington Department of Transportation funded projects.
 - 14) Discuss experience in working on Stormwater/NPDES permitting and administration matters.
 - 15) Discuss experience in working on urban growth boundary matters.
 - 16) Discuss experience in working on annexations and street vacations.
 - 17) List three (3) local professional references, addresses, phone numbers, and your relationship with them. Provide the same information on three personal references.
 - 18) Provide each attorney’s Washington State Bar Admittance Number.
- F. A Statement of Contract Compliance: Upon execution of a Professional Services Agreement, the person/firm selected will be required to provide proof of comprehensive insurance, general liability or other financial security in a manner satisfactory to the City and sufficient to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers’ professional policy(s).
- G. The City is seeking yearly fixed-price representation. Propose the fee you/your firm is seeking for compensation. Include areas or issues that would require special counsel and a list of items for which you will seek reimbursement costs. (Final agreement will be negotiated under a professional services agreement.)

VII. EVALUATION OF PROPOSALS

All proposals will be reviewed and screened based upon the qualifications and requirements outlined in this request by a committee comprised of the Mayor, Council members and City administrative staff. Those individual and/or firms deemed most qualified will be screened further based upon reference checks. The finalists will be invited for interviews. The appointment is subject to the approval of a professional services contract by the City Council.

The criteria to be used in the evaluation of proposals, along with respective weighted importance, are as follows:

CRITERIA	POINTS
1. Qualifications and experience of firm	20
2. Qualifications and experience of key personnel	25
3. Understanding and quality of proposed services	25
4. Cost	25
5. References	5
Total	100

VIII. TERMS AND CONDITIONS

Not all proposers may be interviewed. The proposer shall be responsible for the accuracy of the information supplied. The City of Pacific reserves the right to reject any and all proposals, to issue one or more agreement(s) for the intended scope of services, to waive minor irregularities, to issue additional RFPs, and to either substantially modify or abandon the selection process prior to any award of a contract. The City reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. Nothing contained herein shall require the City of Pacific to award a contract, and the City of Pacific reserves the right to determine its own selection criteria in the award of the final agreement. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall at a minimum reflect the specifications in the RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Council. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to this RFP.



AGENDA ITEM NO. 4D

Back to agenda

Agenda Bill No. 14-033

TO: Mayor Guier and City Council Members

FROM: Council Member Hulseley

MEETING DATE: March 3, 2014

SUBJECT: Amending PMC 20.72.050(A)(2)(b)

ATTACHMENTS: Ordinance No. 14-1857

Previous Council Review Date: February 18, 2014

Summary: To amend PMC regarding restricting the parking of motorhomes, vacation trailers, boat trailers, camperettes, and all other vehicles not in daily use to side yards and rear yards.

Recommendation/Action: Move forward to the regular meeting on March 10, 2014

Motion for Consideration: "I move to adopt Ordinance No. 14-1857 amending Pacific Municipal Code 20.72.050(A)(2)(b) to permit vehicles not in daily use to include motor homes, vacation trailers, boat trailers, camperettes, and all other vehicles are permitted to be parked in the front yard setback provided they do not impede a view of the home from the street parallel to the front of the house, are in good repair, and do not encroach onto public sidewalks or other city right of way."

Budget Impact:

Alternatives:

AGENDA ITEM NO. 4D

ORDINANCE 14-1857

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON AMENDING PACIFIC MUNICIPAL CODE (PMC), SECTION 20.72.050 (A)(2)(b) RESTRICTING THE PARKING OF MOTORHOMES, VACATION TRAILERS, BOAT TRAILERS, CAMPERETTES, AND ALL OTHER VEHICLES NOT IN DAILY USE TO SIDE YARDS AND REAR YARDS.

Whereas, PMC, Section 20.72.050 (A)(2)(b) was adopted in 1971 as an aesthetic measure; and

Whereas, real estate lot sizes were considerably larger than they are presently; and

Whereas, smaller lot sizes may not accommodate parking of these vehicles in the side or rear yards; and

Whereas, many owners of these vehicles are senior citizens and on fixed income; and

Whereas, removing these vehicle to a rented storage space would cause a financial hardship; and

Whereas, this ordinance has not been enforced in at least 27 years; and

Whereas, enforcing the “all other vehicles” portion of this ordinance is not feasible; and

Whereas, enforcement of part and not all of the ordinance is arbitrary and capricious and as such, violates the fourteenth amendment of the Constitution of the United States; and

Whereas, depriving property owners use of their real property equates to depriving them of their property without just compensation which is a violation of the fifth amendment of the Constitution of the United States; and

Whereas, enforcement of this ordinance as is would make the city vulnerable to litigation;

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

(Repealed language is noted by strike through and new language is underlined)

Section 1. Pacific Municipal Code 20.72.050 (A)(2) (b) is amended as follows:

20.72.050(A)(2)(b) TO BE DELETED IN ITS ENTIRELY

~~Motor homes, vacation trailers, boat trailers, camperettes, and all other vehicles not in daily use are restricted to parking in the front yard setback for not more than 48 hours; and motor homes, vacation trailers, boat trailers, camperettes, and all other vehicles not in daily use are permitted to be located in the requires rear and side yards.~~

Section 2. TO BE REPLACED WITH THE FOLLOWING:

20.72.050(A)(2)(b)

Vehicles not in daily use to include motor homes, vacation trailers, boat trailers, camperettes, and all other vehicles are permitted to be parked in the front yard setback provided they do not impede a view of the home from the street parallel to the front of the house, are in good repair, and do not encroach onto public sidewalks or other city right of way.

Section 3. Severability.

If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date.

This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF PACIFIC AT A REGULAR MEETING THEREOF ON THE 24th DAY OF FEBRUARY, 2014.

APPROVED:

Leanne Guier, Mayor

Attest:

Amy Stevenson-Ness, City Clerk

Approved as to form:

Ken Luce, City Attorney



AGENDA BILL

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk
MEETING DATE: March 3, 2014
SUBJECT: I-Net Contract with King County Institutional Network

ATTACHMENTS: **Resolution 14-122**
Contract No. 02COP14

Previous Council Review Date: N/A

Summary: Our current King County I-Net contract end date was extended through March 31, 2014, to allow us to time to review the proposed contract that was to include additional service offerings available. There are no changes in the contract that will impact our service levels or pricing. I-Net recently upgraded their services and changed some of the descriptions and labels but otherwise the changes are not substantive.

Outline of Changes to I-Net Contract

Section 4: Notices

Clarification on what notices are sent where. Additional option added for use of email in place of certified or registered mail for all notices except termination.

Section 5: Charges and Payment Procedures

Clarification to better define service changes, architecture changes, and no-cost changes.

Section 11: Force Majeure

Clarification on definition.

Section 15: Applicable Law and Forum

Arbitration language removed.

Section 16: Services to Be Provided by I-Net

Clarification of services provided, including addition of redundant front door.

Section 18: Services Not Currently Provided by I-Net

Added VoIP, IPv6, dark fiber, I-Net controlled fiber, rack space and hubs.

Section 19: Service Requirements

Added requirement for customer to use a specified port on the demarcation device, provide Ethernet cables to the demarcation device, and process USAC reimbursement.

Section 20: Security

AGENDA ITEM NO. 4E

Added an option for the County to inspect the physical security measures at a site following appropriate notice.

Attachment A – Sites Covered

Revised to reflect new service offerings.

Attachment B – I-Net Connectivity Change Request Form

Updated form for better usability.

Attachment D – Definitions

Updated with new definitions as applicable.

Attachment E – Key Persons

Added County contact for Invoicing/Payments, Contracts/Amendments, and Data Center. Added Customer contact for Finance, Contracts, and Help Desk.

Attachment G – Service Offerings

Updated to reflect new service offerings.

Attachment H – Service Levels

System availability more clearly defined and identified I-Net commitment to network availability.

Additional Attachments added

Attachment K – I-Net Rate Card

Attachment L – Customer Network Topology

Attachment M – Customer Access to I-Net SharePoint Site

Attachment N – Data Center Services Rate Card

Attachment O – Colocation Agreement

Recommendation/Action: Move forward for approval on March 10, 2014

Motion for Consideration: I move to adopt Resolution 14-122 authorizing the mayor to execute a contract with King County Institutional Network for internet services through March 31, 2017, in the amount of \$375.00 per month for a three-year term.

Budget Impact: \$375/month for a three-year term

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-122

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

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

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

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

WHEREAS, the current amended contract between the City of Pacific and King County I-Net is for a period through March 31, 2014; and

WHEREAS, King County I-Net updated the contract to reflect new service offerings and included information about the data center service the City will be using;

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

Section 1. The Mayor is authorized to execute Contract No. 02COP14 with King County I-Net Services to provide internet services to the City of Pacific for a three-year period from April 1, 2014, to March 31, 2017, with the option to extend for an additional three-year period, attached hereto as Exhibit A.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE x DAY OF
MARCH 10, 2014.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS CITY CLERK

APPROVED AS TO FORM:

KENYON LUCE, CITY ATTORNEY

FILED WITH THE CITY CLERK: 02.27.14
PASSED BY THE CITY COUNCIL: 03.10.14
EFFECTIVE DATE: 03.10.14
RESOLUTION NO: 2014-122

Institutional Network Services

This Contract, number 01COP14, is made this _____ by and between King County, Washington, with its principal place of business at 401 5th Avenue, Suite 600, Seattle, WA (hereinafter "County") and City of Pacific, with its principal place of business at 100 3rd Ave. SE, Pacific, WA (hereinafter "Customer"), collectively the "Parties".

i. Preface

This Contract includes these terms and conditions and Attachments A through O.

ii. Recitals

WHEREAS, the County operates and maintains the Institutional Network (hereinafter "I-Net"); and

WHEREAS, the County offers I-Net services to municipal, county, school, library and other governmental, educational and non-profit agencies; and

WHEREAS, the Customer wants to purchase I-Net services as defined below; and

WHEREAS, the Customer agrees that it will use I-Net facilities and services solely for educational, public access television channel, County and government communication purposes, and not for any for-profit commercial purposes by itself or third parties; and

WHEREAS, the purpose of this Contract is to establish the contractual, service and support responsibilities between the County and the Customer.

NOW, THEREFORE, in consideration of the payments, covenants, and obligations contained herein, the Parties mutually agree as follows:

iii. Entire Agreement

This Contract contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract. No oral representations or other agreements have been made by the Parties.

IN WITNESS, THEREOF, the Parties have executed this Contract.

KING COUNTY	CITY OF PACIFIC
Print Name:	Print Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

TABLE OF CONTENTS

i.	Preface	1
ii.	Recitals	1
iii.	Entire Agreement.....	1
1.	Definitions	3
2.	Use of the I-Net	3
3.	Term of Contract	3
4.	Notices.....	3
5.	Charges and Payment Procedures.....	3
5.1	Invoiced Charges	3
5.2	Installation and Monthly Fees.....	3
5.3	Invoicing and Payment	4
5.4	New Site Costs.....	4
5.5	Services Activations and Changes.....	4
6.	Reporting	4
7.	Subcontracting	5
8.	Insurance.....	5
9.	Indemnification.....	5
9.1	Limitation of Liability	5
9.2	Risk of Loss	5
9.3	Warranty Disclaimer by the County	6
9.4	Customer Warranties	6
9.5	Survival.....	6
10.	Contract Change Orders	6
11.	Force Majeure.....	6
12.	Severability.....	7
13.	Nondiscrimination	7
14.	Termination	8
15.	Applicable Law and Forum	8
15.1	Dispute Resolution.....	8
15.2	Mediation.....	8
16.	Services to Be Provided by I-Net	8
16.1	Service Types.....	8
16.2	Redundant Front Door (RFD).....	8
16.3	Demarcation Device	8
16.4	Network Infrastructure Upgrade and Migration	9
17.	Service Levels.....	9
18.	Services <u>Not Currently</u> Provided by I-Net.....	9
19.	Service Requirements	9
20.	Security.....	10
21.	Nonwaiver of Breach.....	10
22.	No Third Party Agreement	10
23.	Taxes.....	10
	Attachment A – Sites(s) Covered Thru 3/31/2017	11
	Attachment B – I-Net Connectivity Change Request Form	12
	Attachment C - Acceptable Use Policy	13
	Attachment D - Definitions	15
	Attachment E - Key Persons.....	20
	Attachment F - Termination	21
	Attachment G - Service Offerings Thru 3/31/2017	22
	Attachment H –Service Levels	27
	Attachment I – IPV4 Addresses	30
	Attachment J – Evidence of Insurance Coverage	31
	Attachment K – I-Net Rate Card	32
	Attachment L – Customer Network Topology	33
	Attachment M – Customer Access to I-Net SharePoint Site	34
	Attachment N – Data Center Services Rate Card	35
	Attachment O – Colocation Agreement.....	36

1. Definitions

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the words and terms contained in *Attachment D - Definitions* Shall have the meanings indicated therein. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

2. Use of the I-Net

The I-Net services provided under this Contract are for the exclusive use of the Customer at the authorized Sites. Use of I-Net services by organizations other than those listed in *Attachment A - Site(s) Covered* must be approved in advance in writing by the County. Allowing any other Site or agency to connect to or use I-Net services is a material breach of this Contract and may be cause to terminate service in whole or in part.

Customers may use the I-Net solely for educational, public access television channel and County and government communication purposes and not for any for-profit commercial purposes. Contrary use could result in the County losing the right to use most of the fibers that make up the I-Net. Customer covenants that it will comply with this requirement, and will monitor and regulate the traffic content it transports on the network to ensure its compliance with this requirement. This requirement does not prevent the Customer from collecting fees from Users to pay the direct costs of providing non-commercial services, such as fees for video class instruction or charges to recover the cost of special use equipment. See also, *Attachment C – Acceptable Use Policy*.

The Customer agrees that it Shall not resell any of the services provided under this Contract and Shall comply with *Attachment C – Acceptable Use Policy*.

3. Term of Contract

This Contract is effective upon execution by both Parties for a term of three (3) years, subject to: (a) the terms and conditions of the County's franchise agreements with Comcast, WAVE, and any other franchisees and related I-Net lease agreements and obligations, as amended or renewed, and (b) the Parties termination rights under Attachment F. Thereafter, this Contract may be renewed upon execution of an amendment that may include a revised Attachment A, Attachment G, Attachment H, Attachment K and/or Attachment N for additional three (3) year terms.

4. Notices

Any notice provided by one Party to the other Party under *Attachment F – Termination* Shall be in writing and sent by certified or registered mail, return receipt requested. All other notice Shall be in writing but may be provided by email. The effective date of a notice is the date on which one Party receives the notice from the other Party. If to the County, notice under Attachment F Shall be sent to the I-Net Business Manager as identified in Attachment E. If to the Customer, notice under Attachment F Shall be sent to the Primary contact as identified in Attachment E. For all other matters, notice shall be sent to the Key Person(s) as specified in Attachment E.

5. Charges and Payment Procedures

5.1 Invoiced Charges

A service cost summary applicable to the Contract is provided in *Attachment A – Sites(s) Covered*. I-Net charges will begin on the Date of Activation.

5.2 Installation and Monthly Fees

A table indicating Customer Sites, services and costs as provided by this Contract is shown in *Attachment A – Sites(s) Covered*. The County reserves the right to review and amend pricing at the end of each term of this Contract.

5.3 Invoicing and Payment

Charges will be invoiced monthly (12 invoice periods per year).

Payment is due within thirty (30) Days of receipt of invoice. Thereafter, interest will be charged as allowable by law but in no event Shall be more than one (1) percent per Month on the balance due.

5.4 New Site Costs

Additional Sites may be added during the term of this Contract upon execution of an amendment to this Contract which will include a revised *Attachment A - Site(s) Covered*. Upon request, the County will prepare a written estimate of the costs necessary to design, prepare, install and connect the new Site to the I-Net, and the service fees. To request an additional site, the Customer must complete *Attachment B – I-Net Connectivity Change Request Form*.

5.5 Services Activations and Changes

Services will not be activated until the Customer completes and the County approves *Attachment B – I-Net Connectivity Change Request Form*.

5.5.1 Service Changes

A Service Change is defined as one that requires I-Net configuration changes, equipment moves or add-ons. Additional charges may occur based on *Attachment K – I-Net Rate Card*.

All Service Change requests Shall be in writing from the Customer using *Attachment B – I-Net Connectivity Change Request Form*. A service ticket will be generated and evaluated to assess engineering issues and determine whether the Service Change is a no-cost change or an additional cost change. Additional cost changes must be approved in writing by the Customer and the cost will be added to the Customer's invoice in the next billing cycle. The County will typically implement the requested change in service within ten (10) Days after receiving an I-Net Connectivity Change Request Form.

5.5.2 Customer Network Architecture Changes

The Customer Shall provide a minimum of sixty (60) Days' written notification for all requests for design or architecture changes to the Customer's network using *Attachment B – I-Net Connectivity Change Request Form*. The County will review the request and evaluate for compatibility with I-Net equipment and services. If the architecture change is complex in nature, the County may request additional time to perform its review. If an architecture change is made to the Customer's topology without consultation with the County, the County will have the right to request the topology revert to the original design, assess new fees based on the new topology, or the County may terminate service per *Attachment F – Termination*.

5.5.3 No-Cost Changes

Bandwidth Services (Transport and Internet) include one no-cost Service Change per Site, per year as part of this Contract price.

6. Reporting

The I-Net Network Operations Center will actively monitor the state of the network (e.g., alarms and errors, Bandwidth utilization, and availability). Reports on the Customer's service will be used as part of the annual Contract review.

7. Subcontracting

The County may subcontract for some or all of the services covered by this Contract.

8. Insurance

During the term of the Contract both Parties Shall maintain Commercial General Liability Insurance with limits of not less than \$1 million combined single limit per occurrence, \$2 million aggregate. Such coverage shall include Stop Gap/Employers Liability coverage in the amount of \$ 1,000,000. The above policies Shall cover or be endorsed to cover the other Party, its officers, officials, employees and agents as an additional insured to include but not be limited to ongoing operations and products-completed operations. If either Party is a municipal corporation or an agency of the state of Washington and is self-insured or a member of the Washington Cities Insurance Corporation for any of the above insurance requirements, a certificate of self-insurance or a letter of coverage Shall be attached hereto as *Attachment J – Evidence of Insurance Coverage* and be incorporated by reference and Shall constitute compliance with this section. By requiring such minimum insurance, neither Party Shall be deemed or construed to have assessed the risks that may be applicable to the other Party under this Contract. Each Party Shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

9. Indemnification

Each Party Shall protect, defend, indemnify, and save harmless the other Party, its officers, employees, and agents from and against any and all costs, claims, judgments, and/or awards of damages, for injuries to persons and/or damage to tangible property, arising out of or in any way resulting from each Party's own negligent acts or omissions associated with the I-Net services provided by the Contract to the extent each Party is liable for such acts or omissions. . Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event the indemnified Party incurs any costs including attorney fees to enforce the provisions of this paragraph, all such costs and fees Shall be recoverable from the indemnitor.

9.1 Limitation of Liability

Limitation of Liability and Damages; Exclusion of Damages. Notwithstanding the above paragraph in Section 9, all liability, claims, loss or damage arising out of Customer's use of INET or any other goods or services provided under this Contract is at the sole risk of the Customer and its Users. IN NO EVENT WILL COUNTY BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL, LOSS OF DATA, EVEN IF COUNTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. County's sole liability for damages will be limited to direct damages in the amount of One Hundred Dollars (\$100).

9.2 Risk of Loss

Customer and Users Shall be responsible for loss of or damage to all equipment provided to the Customer under the terms of this Contract however caused.

9.3 Warranty Disclaimer by the County

EXCEPT AS PROVIDED IN *ATTACHMENT H – SERVICE LEVELS*, INET OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT IS PROVIDED BY COUNTY “AS IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, SUPPORT, OR UPDATES OR REPRESENTATIONS WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS MADE BY THE COUNTY IN ENTERING INTO THIS CONTRACT. ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICES OR GOODS, INCLUDING WITHOUT LIMITATION THE CONDITION, QUALITY, FUNCTIONALITY, PERFORMANCE OR FREEDOM FROM ERROR OF THE INET SERVICES OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE I-NET SERVICE OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT WILL BE UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED.

9.4 Customer Warranties

9.4.1 Customer warrants and represents that Customer and Customer's User's (including any use by employees and personnel of Customer) use of the INET Service or any other goods or services provided under this Contract will be in compliance with all applicable laws, rules and regulations.

9.4.2 Customer warrants and represents that (a) it or Customer's licensors own all right, title, and interest in and to your materials; (b) Customer's materials (including the use, development, design, production of your materials) or the combination of Customer's materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (c) Customer's use of the INET service or any other goods or services provided under this Contract will not cause harm to any other customers of the County's INET service or any other goods or services provided under this Contract by the County.

9.5 Survival

The provisions of this section Shall survive the expiration or termination of this Contract with respect to any event occurring prior to expiration or termination.

10. Contract Change Orders

Either Party may request changes to this Contract. Proposed changes which are mutually agreed upon Shall be incorporated by written amendment to this Contract. If any Contract Change Order causes an increase or decrease in the price (fees) for, or the time required for, performance of any part of the services under this Contract, the Parties Shall agree to an equitable adjustment in the Contract price, the delivery schedule, or both. The County Shall be responsible for preparing all County-required documents associated with modifying the Contract to include the agreed upon Contract Change Order. No written request, oral order, or conduct by the County will constitute a binding Contract Change Order unless confirmed in writing by the Parties.

11. Force Majeure

The term “force majeure” means: (a) an event that is unforeseeable at the time of Contract execution, (b) that is not within a Party's reasonable control, and (c) that causes an inability to perform or comply, in whole or in part, with any obligation or condition of this Contract. Upon giving prompt notice and full particulars to the other Party, such obligation or condition Shall be suspended

but only for the time and to the extent necessary to restore normal operations. So long as (a)-(c) are satisfied, a force majeure event may include, without limitation, acts of nature, acts of civil or military authorities, terrorism, fire, strikes and other industrial, civil or public disturbances, epidemic and quarantine.

12. Severability

Whenever possible, each provision of this Contract will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of this Contract and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Contract, which will remain valid and binding.

13. Nondiscrimination

13.1 The Customer must comply with all applicable local, state and federal laws and regulations prohibiting discrimination, including without limitation, laws and regulations prohibiting discrimination in the provision of services or employment under this Contract. These laws include, but are not limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act, and the Restoration Act of 1987, Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990, as amended (ADA), Chapter 49.60 of the Revised Code of Washington, as amended, and Chapters 12.16 and 12.18 of the King County Code, as amended. If the Customer engages in unfair employment practices as defined in King County Code Chapter 12.18, as amended, the remedies set forth in that Chapter, as amended, Shall apply.

13.2 The Customer is specifically prohibited from discriminating or taking any retaliatory action against a person because of that person's exercise of any right s\he may have under federal, state, or local law, nor may the Customer require a person to waive such rights as a condition of receiving service.

13.3 The Customer is specifically prohibited from denying access or levying different rates and charges on any individual or group because of the income of the residents of the local area in which such group resides.

13.4 To the extent the County may enforce such a requirement; the Customer is specifically prohibited from discriminating in its rates or charges or from granting undue preferences to any individual or group.

13.5 During the performance of this Contract, neither the Customer nor any party subcontracting under the authority of this Contract Shall discriminate on the basis of age, ancestry, creed, color, marital status, national origin, race, religion, sex, sexual orientation, or presence of any mental, physical or sensory handicap against any employee or applicant for employment, unless based on a bona fide occupational qualification, or in the administration or delivery of services or any other benefit under this Contract.

13.6 During the term of this Contract, the Customer Shall not create barriers to open and fair opportunities to participate in the use of these services and Shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

13.7 Any violation of the mandatory requirements of the provisions of this section Shall be a material breach of Contract for which the Customer may be subject to damages and sanctions provided for by Contract and by applicable law.

14. Termination

This Contract may be terminated only in accordance with the provisions of *Attachment F – Termination*.

15. Applicable Law and Forum

This Contract Shall be governed by and construed according to the laws of the State of Washington. Any suit arising between the Parties Shall be brought in King County Superior Court, which shall have sole and exclusive jurisdiction and venue.

15.1 Dispute Resolution

15.1.1. Disputes. In the event that a dispute arises between the Parties which cannot be resolved in the normal course, the following dispute resolution procedures Shall be followed as a condition precedent to litigation:

15.1.1.1 If a dispute arises, then (i) within ten (10) business days of a written request by either Party, County's I-Net Business Manager and Customer's Primary Contact Shall meet and resolve the issue; if these Parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue Shall be submitted to each Party's designated information technology manager; if these Parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue Shall be submitted for resolution to the King County Chief Information Officer and Customer's Chief Information Officer or equivalent.

15.2 Mediation

If a dispute arises between the Parties that is not resolved through the procedure in Section 15.1, the Parties may, upon mutual agreement, seek to resolve the dispute by mediation or other agreed form of alternative dispute resolution.

16. Services to Be Provided by I-Net

The specific services applicable to this Contract are listed in *Attachment A – Site(s) Covered*. The Parties Shall conduct an annual joint review to determine if the services provided meet the Customer's needs, and whether modifications or changes in service levels should be made. The services Shall be selected from the service list contained in *Attachment G – Service Offerings*.

16.1 Service Types

I-Net services provided by the County include Internet Bandwidth, Transport Bandwidth, and engineering services. Internet Bandwidth and Transport Bandwidth are provided across I-Net fiber. Other available I-Net fiber shall not be used by the Customer without written approval from I-Net management.

16.2 Redundant Front Door (RFD)

I-Net has a Redundant Front Door (RFD) that is the interconnection point between I-Net customers, the upstream Internet Service Providers and is the peering point for local transit peering agreements.

16.3 Demarcation Device

The Demarcation Device for each of the Customer Sites subject to this Contract is defined and listed in *Attachment A - Site(s) Covered*.

The County Will provide equipment specifications required for connectivity including equipment that meets the County's requirements. Installing specified equipment helps ensure ease of maintenance and customer support. Equipment chosen by the Customer that meets the provided specifications may be acceptable.

16.4 Network Infrastructure Upgrade and Migration

Network Infrastructure Upgrade and Migration refers to projects that provide for the modification of I-Net network equipment to take advantage of new technologies or architecture that is not the result of an emergency or standard maintenance upgrade. Network Infrastructure Upgrade and Migration activities may occur outside of the regularly scheduled maintenance.

Planned Network Infrastructure Upgrade and Migration notice will be given to the Customer when such changes affect the Customer. If notification is applicable, the County will notify the Customer in accordance with *Attachment E – Key Persons* at least thirty (30) business days in advance. The County will endeavor to notify the Customer of the: project scope; new network deployment and architecture; benefits; migration plans; and provide County contacts that are not already identified in *Attachment E – Key Persons*, if applicable.

The County may, at its option, set a migration schedule and require Customer migration by a specified date. The County will work jointly with the Customer to set mutually agreeable migration dates based on the migration schedule.

17. Service Levels

Service levels and corresponding prices Shall be provided in accordance with *Attachment A - Site(s) Covered* and *Attachment H – Service Levels*. Procedures for reporting and handling problems are also contained in this *Attachment H – Service Levels*.

18. Services Not Currently Provided by I-Net

The following services are not covered by this Contract:

- Application development or support.
- Customer LAN or desktop support services.
- Technical support for Users not named in *Attachment E - Key Persons*.
- Other non-transport Customer network design or support on the Customer side of the I-Net Demarcation Point.
- VoIP services.
- IPv6.
- Dark fiber.
- I-Net controlled fiber.

19. Service Requirements

The Customer agrees it Will complete the items listed below throughout the Contract at no cost to the County. Failure to do so Shall be grounds for and may result in the termination of I-Net service or delay in the County's installation of I-Net services.

19.1 Provide the County with any contact person changes within five (5) Days of the change. Failure to keep the Contact information current may result in delays in processing of service requests.

19.2 Provide County with timely access to the Site(s).

19.3 Provide, at no cost to the County, sufficient rack or wall space, and sufficient cooling to maintain a temperature no greater than 80 degrees Fahrenheit.

19.4 Keep the area around the I-Net equipment dry, clean, and free of obstructions to facilitate airflow and protect the equipment investment.

19.5 Notify County within 24 hours of any damage or other apparent problems with the equipment or fibers.

19.6 Keep the I-Net equipment in the place where the County has installed it, and not move, alter or use the equipment in any way without the written permission of the County.

19.7 Use only port A1 on the Demarcation Device provided by I-Net unless I-Net management has provided written consent to use additional ports on the Demarcation Device.

19.8 Provide Ethernet cables to the Demarcation Device.

19.9 Process reimbursement with USAC (Spin #143015282).

20. Security

The County requires the installation of physical security measures to protect the fiber connections and equipment provided by the County as a condition of starting or continuing to receive I-Net Service and may change those requirements from time to time.

Physical security of the I-Net racks, cabinets and fibers located at the Customer's Site(s) is the responsibility of the Customer. The Customer shall ensure that all I-Net equipment is protected from unintended physical access through the use of locked rooms and/or cabinets. The Customer is responsible for securing its computer resources attached to the I-Net against all unauthorized access or use.

King County reserves the right to inspect the physical security measures at the Customer's Site(s) at any time with two (2) business days' notice to the Customer. Failure to remediate findings of such an inspection within seven (7) business days from written notice may result in suspension of I-Net connectivity until compliance is achieved.

21. Nonwaiver of Breach

No action or failure to act by either Party shall constitute a waiver of any right or duty afforded to the other under this Contract; nor shall any such action or failure to act by either Party constitute an approval of or acquiescence in any breach, except as may be specifically stated by the non-breaching party in writing.

22. No Third Party Agreement

This Contract is not intended, nor shall it be construed to create a contractual relationship of any kind between any persons or entities other than the County and Customer.

23. Taxes

The Customer shall maintain and be liable for payment of all applicable taxes, fees, licenses permits and costs as may be required by applicable federal, State or local laws and regulations as may be required to provide the work under this Contract.

Attachment A – Sites(s) Covered Thru 3/31/2017

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

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

Service Offering Summary

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

Contracted Site Services & Monthly Fees

Svc Type & BW	Site ID	Site Name	Site Address	City	Site Contact	CPE Device	Hub	Demarcation Point	Monthly Fee
IB 40	7046	City of Pacific	100 3 rd Ave SE	Pacific	Amy Stevenson-Ness		Federal Way	Kitchenette	\$375.00
Silver Support	7046	City of Pacific	100 3 rd Ave SE	Pacific					\$0.00
** grandfathered rate									TOTAL Monthly Fees \$375.00

Installation Costs (Non-Recurring)

		Contract No. 02COP14
*Provision Fees	Per Site	\$
Additional Site Provisioning Cost(s) Site Visit Required	Per Site	
Additional Services – No Site Visit Required	\$ 150 per hour	
Total Non-Recurring Costs		\$N/A

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

Attachment B – I-Net Connectivity Change Request Form

Service Change and Architecture Change Requests must be approved by the Customer's Primary or Technical Contact and will be implemented per the terms of the Customer's Contract with I-Net.

Date _____

Requestor Contact Information

Requestor Name	
Requestor E-Mail	
Requestor Phone	

Organization (Customer) Information

Organization Name	
Primary Contact E-Mail	
Technical Contact E-Mail	

Duration of Change

- Permanent
 Temporary - Ending Date _____

Description (identify services to be changed)

Sites (identify sites that will be affected by this Service Change request)

Type	Site ID	Site Name	Address
Select			

For County use only:

Ticket # - LD / MCM	
Assigned Engineer	
<input type="checkbox"/> Billable <input type="checkbox"/> No-Cost Change Request	

Attachment C - Acceptable Use Policy

- ❖ **IMPORTANT: The County's franchise agreement and I-Net lease agreement with Comcast, as amended or renewed, and franchise agreement with WAVE prohibit the County from building or running a cable television network or any commercial for-profit endeavor over the fiber optic cable. Customer acknowledges and agrees that the restrictions in the franchise agreement and lease agreement flow down and apply to the Customer.**

This Acceptable Use Policy ("Policy") sets forth applicable requirements for the responsible use of the I-Net.

In General,

I-Net must be used solely for lawful and intended purposes. No one Shall use or aid anyone else in using the I-Net to transmit, distribute or store material: (1) in violation of any applicable law or regulation, including export or encryption laws or regulations, or this Policy; or (2) that may expose the County to criminal or civil liability. Customers and Users are further prohibited from assisting any other person in violating any part of this Policy. Any Customer or User the County determines has violated any part of this Policy may be subject to a temporary or permanent suspension of service, including, if the County deems it necessary, immediate suspension or termination of such Customer's or User's service without notice. The County may temporarily suspend the Customer or User without notice if the County deems such action is required for the County to comply with its franchise, lease or applicable laws. The County may take such further action as it deems appropriate under the circumstances to eliminate or preclude repeat violations. The Customer will protect, defend and indemnify the County from any liability whatsoever arising out of any violation of the acceptable use of the I-Net and the County Shall not be liable for any damages of any nature suffered by any Customer, User, or any third party.

Responsibility for Content.

The County takes no responsibility for any material created or accessible on or through the I-Net. No User or Customer should hold an expectation of privacy with respect to any matter transmitted over or by the I-Net. By entering into this Contract with King County, Customer acknowledges and accepts the absence of privacy in transmitting or using the I-Net. The County may monitor the I-Net traffic for maintenance or repair or to determine usage of the I-Net. The County does not plan to exercise any editorial control over material transmitted over or by the I-Net, but reserves the right to do so consistent with applicable laws. If the County becomes aware that any material may violate this Policy, the County reserves the right to block access to such material and to suspend or terminate any User or Customer creating, storing or disseminating such material. The County further reserves the right to cooperate with cable system representatives, legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of any User or Customer.

Impermissible Content.

Customers and Users Shall not use I-Net to transmit or distribute material not permitted under the County's franchise contracts, permits, or other contracts with or grants to cable television or communications companies. Customers and Users Shall not use I-Net to transmit or distribute unlawful material or information containing fraudulent material, or to make any offer containing unlawful, false, deceptive, or misleading statements, claims, or representations. In addition, Customers and Users are prohibited from submitting any unlawful, false or inaccurate information regarding I-Net's use to the County or any other Person.

Customers and Users Shall not use I-Net to transmit, distribute or store material that is unlawful, including but not limited to, material that is indecent, obscene, pornographic defamatory, libelous, or not Constitutionally protected. The Parties agree that law enforcement may intentionally receive and store information or materials that may be indecent, obscene, pornographic, defamatory or libelous. Such use by law enforcement as part of its law enforcement activities

Shall not be considered a violation of this Policy. Customers and Users Shall not use material in any unlawful manner that would infringe, violate, dilute or misappropriate any person's protection under privacy, publicity, or other personal rights or intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. The use of a domain name in connection with any of the I-Net services Shall not violate the trademark, service mark, or similar rights of any third party.

Customers and Users Shall not Use I-Net to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the I-Net, to any other network or equipment, or to other Customers or Users.

Third Party Rules; Usenet.

Customers and Users may have access through I-Net to search engines, subscription Web services, chat areas, bulletin boards, Web pages, Usenet, or other services that promulgate rules, guidelines or contracts to govern their use. Users must adhere to any such rules, guidelines, or contracts. Users who post messages to Usenet news groups are responsible for becoming familiar with any written charter or FAQ governing use of such news groups and complying therewith.

System and Network Security.

Customers and Users Shall not use I-Net to violate or attempt to violate the security of any person or network, including, without limitation, (a) accessing data not intended for such Customer or User or logging into a server or account which such Customer or User is not authorized to access, (b) impersonating County personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing", "denial of service" attacks or "crashing", (e) forging any TCP/IP packet header or any part of the header information in any e-mail or news group posting, (f) taking any action in order to obtain services to which such User is not entitled, or (g) attempting to utilize another Customer's or User's account name or persona without that person's authorization. Customers and Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for I-Net services. Security violations may result in civil or criminal liability. The County will investigate occurrences which may include such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Customers and Users who are involved in such violations.

Modification.

The County reserves the right to modify this Policy in its discretion at any time. Such modifications will be effective when the Customer receives notice from the County.

Attachment D - Definitions

Acceptable Use Policy or AUP

The rules for use of the I-Net set forth in *Attachment C – Acceptable Use Policy*.

Availability

The ability of the user network equipment to connect to I-Net Demarcation Devices for the purpose of receiving or transmitting data, voice and video. If the user network equipment cannot access the I-Net Demarcation Devices, it is said to be unavailable.

Bandwidth

The amount of digital data that can be carried or is moved from one place to another in a given time.

Bps or Bits per second

A unit of information used, for example, to quantify computer memory or storage capacity.

CIR

Committed Information Rate for the management tunnel. Minimum setting is 0 bps; maximum setting is network port Bandwidth.

Circuit

A methodology of implementing a telecommunication network in which two network nodes establish a dedicated communications channel (circuit) through the network before the nodes may communicate.

Customer or Customer Agency

A municipality, school district, college or other governmental or non-profit agency that is a participant in the King County Institutional Network. See *Attachment A - Site(s) Covered* for the specific Site locations included in this Contract.

Customer Premise Equipment or CPE

The Demarcation Device at the Customer's site with ports for connecting Customer fiber.

Dark Fiber

An optical fiber strand not coupled to an optical light source.

Date of Activation

The date when I-Net services are available for Customer use.

Day

Calendar day unless otherwise specified.

Demarcation Device

The network interface equipment that serves as the Demarcation Point between I-Net and the Customer's premises wiring or equipment.

Demarcation Point

The point of interconnection between the County's I-Net fibers, cables, or Hardware and the Customer's fibers, cables, or Hardware.

Dense Wavelength Division Multiplexing or DWDM

Technology that puts data from different sources together on an optical fiber, with each signal carried at the same time on its own separate light wavelength.

Domain Name Services or DNS

Services which convert domain names into IPV4 addresses.

Downtime

Refers to periods when the I-Net network is unavailable.

EIR

Excess Information Rate for the management tunnel. Minimum setting is 0 bps; maximum is Network Port bandwidth.

Fee Basis

A service is provided on a Fee Basis if there is a charge, whether in money, in-kind service, or otherwise, to those using the service or application.

Fiber Optic Cable

A cable installed by I-Net or for I-Net that is composed of strands of glass fiber, each strand which is designed to conduct signals of modulated light (optical signals) from one end to the other.

Fiber Strand or Strand of Fiber

A thin transparent fiber of glass enclosed by a material of a lower index of refraction that reflects light throughout its length by internal reflections.

Gbps or Gigabit per second

One billion bits per second. A unit of information used, for example, to quantify computer memory or storage capacity.

Hardware

The actual physical computing machinery, including the hardware, software, and firmware. An integrated access device is an example of Hardware.

Holiday

The following ten (10) days are designated as official County holidays: January 1 (New Year's Day), third Monday in January (Martin Luther King Jr. Day), third Monday in February (President's Day), last Monday in May (Memorial Day), July 4 (Independence Day), first Monday in September (Labor Day), November 11 (Veteran's Day), Thanksgiving and the day after, December 25 (Christmas Day). For holidays falling on a Saturday, the holiday will be observed the Friday before. For holidays falling on a Sunday, the holiday will be observed the Monday after.

Hub

A physical location, outside of Customer premises, where I-Net network equipment is installed. Normally used for the core network or interconnection purposes.

Intergovernmental Network or IGN

Provides connectivity among state agencies, counties, and local government entities.

I-Net

The King County Institutional Network, a fiber optic-based transport network shared by municipal, county, school, library and other governmental, educational and non-profit agencies for the purpose of supporting voice, video and data communication among the participants and with the Internet.

Internet

A global system of interconnected computer networks that use the standard Internet protocol suite (*TCP/IP*) to serve billions of users worldwide. It is a *network of networks* that consists of millions of private, public, academic, business, and government networks, of local to global scope, that are linked by a broad array of electronic, wireless and optical networking technologies.

Internet Service Provider or ISP

An organization that provides access to the Internet. Access ISPs directly connect clients to the Internet using copper wires, wireless or fiber-optic connections.

IPv4

Internet Protocol version 4 (IPv4) is the fourth version in the development of the Internet Protocol (IP) and the first version of the protocol to be widely deployed. Together with IPv6, it is at the core of standards-based internetworking methods of the Internet. IPv4 is still used to route most traffic across the Internet.

IPv6

Internet Protocol version 6 (IPv6) is the latest revision of the Internet Protocol (IP), the communications protocol that routes traffic across the Internet. It is intended to replace IPv4, which still carries the vast majority of Internet traffic.

Kbps or Kilobit per second

One thousand bits per second. A unit of information used, for example, to quantify computer memory or storage capacity.

King County

King County, Washington. A political subdivision of the State of Washington.

King County Information Technology or KCIT

A department within the Executive branch of King County government.

Local Area Network or LAN

A network designed to move data between stations within a campus.

Mbps or Megabit per second

One million bits per second. A unit of information used, for example, to quantify computer memory or storage capacity.

Metro Optical Ethernet or MOE

A highly scalable, high capacity, Ethernet network operating a combination of traditional Layer 2 and/or Layer 3 switches interconnected through optical fiber. The latest platforms provide extensive capacity improvements in fiber asset usage allowing newer advanced services to be deployed over existing fiber infrastructures providing extensive value to fiber owners and their customers.

Multimode Fiber Optic Cable or MMF

Fiber optic cable in which the signal or light propagates in multiple modes or paths. Since these paths may have varying lengths, a transmitted pulse of light may be received at different times and smeared to the point that pulses may interfere with surrounding pulses. This may cause the signal to be difficult or impossible to receive. This pulse dispersion sometimes limits the distance over which a MMF link can operate.

Month

The period commencing on the first calendar day of a calendar month and ending on and including the last day of that calendar month.

Network Design

A computer network diagram is a schematic depicting the nodes and connections among nodes in a computer network or, more generally, any telecommunications network.

Network Latency

The time measured for data to transmit across the I-Net network. Network Latency is measured round-trip: the one-way latency from source to destination plus the one-way latency from the destination back to the source. Ping is used to measure round-trip latency.

Network Management System or NMS

A system of Hardware and Software that is used to monitor, control and manage the County's I-Net network. A NMS may manage one or more other Network Management Systems.

Network Topology

The arrangement of the various elements (links, nodes, etc.) of a computer or biological network. Essentially, it is the topological structure of a network, and may be depicted physically or logically.

Network Operations Center or NOC

The logistical grouping of King County resources providing first tier monitoring and response to I-Net Customer requests.

NNI

ADVA's network interface for connection to service provider network equipment.

Peering

A voluntary interconnection of administratively separate Internet networks for the purpose of exchanging traffic between the customers of each network.

Provider

King County Institutional Network (I-Net), as managed and operated by King County I-Net Operations.

Quality of Service or QoS

Defined on an end-to-end basis in terms of the following attributes of the end-to-end connection:

- Cell Loss Ratio
- Cell Transfer Delay
- Cell Delay Variation

Rate Card

The list of prices for I-Net services set forth in Attachment K, as may be amended.

Redundant Front Door or RFD

A network exchange facility that is highly redundant, where the I-Net customers connect to the I-Net infrastructure in order to get to the Internet and inter-government networks.

Router

A physical device that is capable of forwarding packets based on network layer information and that also participates in running one or more network layer routing protocols.

Shall or Will

Whenever used to stipulate anything, Shall or Will means that the action or inaction is mandatory by either the Customer or the County, as applicable, and means that the Customer or the County, as applicable, has thereby entered into a covenant with the other Party to do or perform the same.

Single Mode Fiber

Fiber optic cable in which the signal or light propagates in a single mode or path. Since all light follows the same path or travels the same distance, a transmitted pulse is not dispersed and does not interfere with adjacent pulses. SM fibers can support longer distances and are limited mainly by the amount of attenuation. Refer to MMF.

Site

A single building or location. Each Site is counted as a unit for purposes of the Customer's Use Charge.

SIX

The Seattle Internet Exchange (SIX) is an Internet Exchange Point situated in the Westin Building in Seattle, WA. The SIX is a fast growing, neutral and independent peering point which was created as a free exchange point sponsored only by donations. It continues to run without any re-occurring charges to the participants and current major funding comes from one-time 10 Gbps port fees. The SIX is a 501(c)(6) tax-exempt non-profit corporation.

Start of Authority or SOA

Designated source point for a DNS Domain.

State Governmental Network or SGN

The state of Washington's enterprise network that provides connectivity between participating agencies to support their mission and objectives.

Software

All or any portion of the binary computer programs and enhancements thereto, including source code, localized versions of the binary computer programs and enhancements thereto, including source code and documentation residing on County-owned Hardware. Software is the list of instructions to operate the Hardware.

Switched Virtual Circuit or SVC

A connection established via signaling. The User defines the endpoints when the call is initiated.

System Availability

The time a network Circuit is available to carry User data over the I-Net network.

T-1

A dedicated phone connection supporting data rates of 1.544 Mbps. A T-1 line actually consists of 24 individual or DS0's, each of which supports 64 Kbits per second. Each 64 Kbps channel can be configured to carry voice or data traffic. Most telephone companies allow you to buy just some of these individual channels, known as *fractional T-1* access. T-1 lines are sometimes referred to as *DS1* lines.

Testing

The process of confirming that the configuration, equipment and fiber provides the services to the Customer's site as described in this Contract.

Transport

In computer networking, the transport layer of layer 4 provides end-to-end communication services for applications within a layered architecture of network components and protocols.

Use Charge

The amount the Customer owes for receipt of I-Net services. A Use Charge may include both Monthly and non-Monthly costs.

User

An employee, client, vendor, or other person accessing the network or using I-Net services at a facility controlled by a Customer.

User-Network Interface or UNI

ADVA's user network interface for connecting customer network equipment.

Attachment E - Key Persons

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

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

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

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

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

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

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

Attachment F - Termination

1. Termination for Convenience. This Contract may be terminated by either Party without cause, in whole or in part, upon providing the other Party one hundred eighty (180) Days' advance written notice of the termination.

If the Contract is terminated pursuant to this *paragraph 1*: (a) the Customer Will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (b) the County Shall be released from any obligation to provide further services pursuant to the Contract.

2. Termination for Default. Either Party may terminate this Contract if the other party materially fails to perform in the manner stated in the Contract, or fails to comply with any material provision of the Contract. Termination shall be effected as follows: (1) A "notice to cure" identifying the act(s) of default shall be delivered to the breaching Party by certified or registered first class mail. The breaching Party shall have ten (10) Days from the date of receipt to cure the default or, at the non-breaching Party's discretion, provide the non-breaching Party with a detailed written plan for review and acceptance that indicates the schedule and proposed plan to cure the default. (2) If the breaching Party has not cured the default or the plan to cure the default is not acceptable to the non-breaching Party, or the breaching Party fails to perform an accepted plan to cure, the non-breaching Party may terminate the Contract by delivering a "notice of termination" by certified or registered first class mail identifying the effective date of termination.

The non-breaching Party shall have all rights and remedies available at law and equity. In addition, if the termination results from acts or omissions of the Customer, including but not limited to, damage to fiber optic lines or to County-owned equipment or the failure to pay amounts due, the Customer Shall return to the County immediately any County-owned equipment and pay all amounts due to the County, including replacement costs, such as, any costs for fiber and equipment damaged as a result of the breach.

3. Termination for Nonappropriation. (1) If expected or actual funding is withdrawn, reduced or limited in any way prior to the end date of this Contract or in any Contract amendment hereto, the County may, upon written notice to the Customer, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this paragraph 3, (a) the Customer Will be liable only for payment in accordance with the terms of this Contract for services rendered by the County prior to the effective date of termination; and (b) the County Shall be released from any obligation to provide further services covered by the termination.

(2) Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the services described in this Contract. Should such appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

4. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either Party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other Party.

Attachment G - Service Offerings Thru 3/31/2017

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

Basic Services

1. Internet Bandwidth (IB):

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

2. Transport Bandwidth (TB):

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

3. Support Services

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

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

Descriptions

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

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

Additional Services

4. T1 Connection (T1):

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

5. Additional Internet Bandwidth (AIB):

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

6. Additional Transport Bandwidth (ATB):

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

7. Additional IPV4 Addresses Option (AIP):

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

8. Professional Services

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

a) **Network Engineering Service (NES):**

This is work developing specialized network solutions to fit the Customer's needs related to I-Net services. Rates will vary depending upon the duration of the work, and may be invoiced on an hourly or per job basis. The typical rate for in-house staff is \$80/hr. Outside resources will normally demand a higher rate, up to \$150/hr or more. This service is subject to staff availability.

b) **Solution Architecture (SA):**

This architecture work is to aid in adapting and scaling applications to operate optimally in an I-Net enabled network environment. The hourly consultation shall be at a rate that reasonably captures the County's cost. This may entail using in-house staff.

c) **Project Management Service (PMS):**

This service will provide overall management of work needed prior to installation of I-Net services. This service has traditionally focused on managing construction tasks necessary to deliver fiber optic media. Other related project management tasks may be considered. Charges for the service will be a fixed percentage of the estimated total project cost.

d) **Support Surcharge (SS):**

This is a fee charged when a trouble call results in the dispatch of support staff to a Customer site and the cause of trouble is found to be the responsibility of the Customer. The Customer shall be charged at the rate specified in *Attachment A – Sites Covered*, no less than two (2) hour minimum.

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

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

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

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

Applicable Terms and Conditions for Services described herein in Attachment G

I. Service Interruption

The County may suspend Customer's use of the services offered under this Attachment G of the Contract if the County determines that Customer or its Users use of the services (i) violates any applicable law; (ii) poses a security risk to the services offered under this Contract; (iii) may harm the services offered under this Contract or materials of any other Customer; or (iv) may subject the County to liability as a result of any of the foregoing. We will provide notice of any suspension as soon as practicable to Customer.

To the extent practicable, the County will (i) suspend Customer's right to access or use only those instances, data, or portions of the services that caused the suspension, and (ii) limit the suspension to those accounts that caused the suspension. If feasible, access to the services will be restored once the conditions or circumstances giving rise to the suspension have been removed or corrected.

II. Other Security and Backup

Customer shall be solely responsible for properly configuring and using the services and taking steps to maintain appropriate security, protection and backup of its materials, including using encryption technology to protect the materials from unauthorized access and routinely archiving its materials.

III. Customer's Materials

Customer is solely responsible for the development, content, operation, maintenance, and use of its materials with the services. For example, Customer is solely responsible for:

- a) the technical operation of its materials, including ensuring that calls it makes to any service are compatible with then-current application program interfaces for that service;
- b) any claims relating to Customer's materials;
- c) properly handling and processing notices sent to Customer (or any of Customer's affiliates) by any person claiming that Customer's materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act;
- d) any action that Customer permits, assists or facilitates any person or entity to take related to this Contract, Customer's materials, or use of the services; and
- e) Users' use of Customer's materials and the services and ensuring that Users comply with Customer's obligations under this Contract and that the terms of Customer's agreement with each User are consistent with this Contract.

IV. Customer Indemnification

Customer agrees to defend, indemnify and hold harmless the County, its officials, employees, agents and assigns, from and against any and all third party claims, damages, liabilities, losses, judgments, costs, and attorneys' fees arising directly or indirectly out of, or relating to Customer and User's use of the services provided under this Contract. Customer agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and, expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Customer will have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any claim for which County has a right to be indemnified. Customer agrees to require its Users to indemnify, defend and hold harmless the County, its officials, employees, agents and assigns from and against any claim arising from User's use of data center services, or services provided under this Attachment of the Contract.

Attachment H –Service Levels

1. Network Latency

The end-to-end Network Latency will not be greater than an average of nine (9) milliseconds.

2. System Availability

A. I-Net's service delivery metrics are:

1. Internet Bandwidth Service: Availability of 99.9% annually on all services excluding planned maintenance windows and upgrades.
2. Transport Bandwidth Service: Availability of 99.9% annually on all services excluding planned maintenance windows and upgrades.

B. QoS services provide the additional metrics of: (measured using the Etherjack services):

1. One way latency within I-Net MOE platform no more than 150 milliseconds.
2. Average one way jitter less than 30 milliseconds.

C. I-Net will monitor compliance with the system availability metrics in paragraphs 2. A and B for the services provided to the Customer. A "Metric Compliance Report" will be available on the Customer's SharePoint site on a monthly basis. If I-Net is unable to achieve the performance specified in paragraphs A and or B, then at the Customer's request I-Net will provide a discount based on the parameters below:

1. **System Availability nonperformance between 4-8 business hours**—if requested by the Customer, I-Net will discount Customer's monthly fee for that month by one percent (1%), and will be reflected on the next monthly invoice. However, at no time shall the total of all fee discounts provided Customer exceed ten percent (10%) of the Customers monthly service fee over the twelve month calendar period. As an illustration, if the Customers monthly fee is \$1,000, the maximum discount that will be provided over the calendar year would be \$100.
2. **System Availability nonperformance (greater than 8 business hours)**— if requested by the Customer, I-Net will discount Customer's monthly fee for that month by two percent (2%), and will be reflected on the next monthly invoice. However, at no time shall the total of all fee discounts provided Customer exceed ten percent (10%) of the Customers monthly service fee over the twelve month calendar period. As an illustration, if the Customers monthly fee is \$1,000, the maximum discount that will be provided over the calendar year would be \$100.

3. Reliability

The I-Net network core is a diverse path, failover network. Recovery due to a network break or equipment failure in the primary ring should not be greater than three (3) seconds under worst case conditions, with detection and rerouting typically occurring in approximately one (1) second.

4. Maintenance Window and Planned Network Outages

Regularly scheduled maintenance includes, but is not limited to upgrades, other than Planned Network Infrastructure Upgrades and Migrations Paragraph 16.4, and non-emergency repairs. Scheduled maintenance procedures may be performed on Sunday mornings between 6 a.m. and 9 a.m. Emergency work may be performed at any time necessary to maintain the operation of I-Net services.

Notice will be given to the Customer of planned network outages when such an outage will affect the Customer. An I-Net Outage Notification list, comprised of the Customer's designated contact, will be maintained for this purpose. The County will notify the Customer of scheduled outages at

least two (2) business days in advance. The County will endeavor to notify the Customer of emergency outages as soon as possible.

5. Problem Reporting and Escalation Procedure

Users Will initially report problems to their agency's information technology (IT) organizations per their existing internal policies.

- A. The Customer's IT personnel shall troubleshoot the problem to eliminate application, user platform, or other potential problem sources within its internal network.
- B. If the Customer then believes it is an I-Net problem, the Customer's designated Technical Contact(s) shall contact the I-Net Network Operations Center.
- C. A service ticket will be created based on the trouble call, and the I-Net troubleshooting process and time clock will begin.
- D. I-Net Operations will provide a Problem Reporting and Escalation Procedure to the Customer and provide the Customer with progress and status information on the service ticket. The Customer should receive an initial callback regarding the status of the problem within thirty (30) minutes of the initial report.

6. Problem Escalation

I-Net Operations will attempt to begin resolution of most problems within two (2) hours of the problem report initially being logged and a service ticket being generated. I-Net Operations will notify the Customer regarding the status of the reported problem and the estimated time to repair completion. The estimated time to repair will depend on the determination of whether or not the issue is outside the control of the County, such as a fiber or power outage, or within the control of the County.

- A. If, after two (2) additional hours, the problem has not been resolved (within the parameters of the support window and problem severity), the Customer may contact the I-Net Business Manager to escalate the problem priority. At this point, the I-Net Business Manager will assess the internal or external situation, escalate the service ticket's priority as necessary, and provide a best estimate of time to repair completion.
- B. If an I-Net engineer is required to visit a Site to repair or troubleshoot a problem, the Customer may be charged for this service. There will be no charge if the problem necessitating the visit is due to a failure with I-Net's equipment or network that was not the result of Customer activity, or is caused by the County. In all other situations, the Customer will be charged for the visit. The charge for this service will be \$150 per hour, including travel time, with a minimum 2-hour charge. This charge will be added to the Customer's monthly invoice.

7. New Service Requests

The work required and timing for providing service requests varies depending on the nature of the service being requested and constraints imposed by the Customer's status as an existing or new customer.

- A. For Service Changes, including changes for sites already receiving I-Net service, I-Net will add new services requiring only a software change, typically within ten (10) business days from the receipt of an I-Net Connectivity Change Request Form from the Customer, and I-Net engineering approval of the change. Services requiring hardware changes will be scheduled with the Customer. Upon receiving I-Net engineering and the Customer's approval, I-Net will complete a service ticket and obtain written approval from the Customer. This approved service ticket will be processed by the County for Customer billing.

- B. For new I-Net service locations, I-Net's ability to provide requested service will be dependent upon the availability of existing fiber provisioning and integration with the Customer's other existing sites on I-Net. This design will require the participation of both Parties.
- C. The County will generally add service to a new site, where minimal facilities engineering and provisioning tasks are required, within sixty (60) business days from receipt of an I-Net Connectivity Change Request Form specifying the service from the Customer. The County requires a minimum of ninety (90) business days to construct a typical installation when new fiber installation is required. When more than minimal facilities engineering and provisioning tasks are required, the installation of service will be negotiated with the Customer. All new services require a signed amendment identifying the Date of Activation as agreed upon mutually by both Parties.

For all services provided to the Customer that requires engineering, design, or installation services by I-Net, an hourly fee will be charged as specified in *Attachment A – Site(s) Covered*.

Service cannot be activated without a fully executed Contract in place. KCIT Contract Services is responsible for managing the contract process with the active support of I-Net management as required.

Attachment I – IPV4 Addresses

IMPORTANT: IPV4 ADDRESS SPACE IS OWNED BY THE COUNTY AND REMAINS THE PROPERTY OF KING COUNTY. THE CUSTOMER HAS THE USE OF THIS ADDRESS SPACE ONLY WHILE THIS CONTRACT IS IN PLACE. THE COUNTY CANNOT GUARANTEE CONTIGUOUS IPV4 ADDRESSES WHEN THE CUSTOMER IS PURCHASING ADDITIONAL IPV4 ADDRESSES, UNLESS AGREED TO IN WRITING BY THE COUNTY.

Attachment J – Evidence of Insurance Coverage

Attachment K – I-Net Rate Card

MRC = monthly recurring cost

Point-to-Point Bandwidth (PTP)				Determining monthly Costs for I-Net Services				
				http://www.kingcounty.gov/inet				
PTP BW	Port	MRC	BW MRC					
				Additional Services	Unit	Cost		
10 Gb Capable CPE				T1 Lines	2 PTP T1s	\$119.00		
10,000	\$100		\$2,270	IP Addresses	Block of 16	\$64.00		
9,000	\$100		\$2,183	P-T-P Internet & Bandwidth	See BW rate table	See BW rate table		
8,000	\$100		\$2,096	Enhanced Customer NOC Service	MRC	\$147.00		
7,000	\$100		\$2,009	QoS (Best effort Voice, Data, Video)	Call for rate	Call for rate		
6,000	\$100		\$1,922	Enhanced (Encryption) Security	Call for rate	Call for rate		
5,000	\$100		\$1,835	Additional EVC	each	\$30		
4,000	\$100		\$1,748	IGN Connection	MRC	\$128		
3,000	\$100		\$1,661	Bandwidth Surging	Call for rate	Call for rate		
2,000	\$100		\$1,574	Contract Services				
1,000	\$100		\$1,487	Engineering, Consulting, Troubleshooting Hourly (includes travel)		\$150.00		
1 Gb Capable CPE				Project Management	By project	15% of project		
1,000	\$50		\$1,400	Equipment Provisioning				
900	\$50		\$1,257	1 Gb CPE	each	\$1,500.00		
800	\$50		\$1,210	10 Gb CPE	each	\$3,100.00		
700	\$50		\$1,162	Hardware Installation & service	per unit	\$400.00		
600	\$50		\$1,114	Technical Support Packages				
500	\$50		\$1,067	Description	Platinum	Gold	Silver	Bronze
400	\$50		\$1,019	Support service	\$100.00	\$75.00	\$50.00	n/a
300	\$50		\$971	IPV4 Addresses	32	16	8	2
200	\$50		\$924	EVC (1 addit'l)	Included	optional	optional	n/a
100	\$50		\$876	IGN Connection	Included	Included	Included	n/a
Internet Bandwidth (ISP)				OoS (4 CoS)	Included	Included	best effort	best effort
ISP BW	Port	MRC	BW MRC	Tech Support	24x7x365	24x7x365	24x7x365	8x5
				Equip Maint	Included	Included	Included	Included
				DNS Mgmt	Included	Included	Included	Included
1 Gb Capable CPE								
1,000	\$50		\$2,000	call for rates				
900	\$50		\$1,850	call for rates				
800	\$50		\$1,700	call for rates				
700	\$50		\$1,550	call for rates				
600	\$50		\$1,400	call for rates				
500	\$50		\$1,250	call for rates				
400	\$50		\$1,158	call for rates				
300	\$50		\$1,065	call for rates				
200	\$50		\$973	call for rates				
100	\$50		\$880	\$930				
90	\$50		\$788	\$838				
80	\$50		\$695	\$745				
70	\$50		\$603	\$653				
60	\$50		\$510	\$560				
50	\$50		\$418	\$468				
40	\$50		\$325	\$375				

Attachment L – Customer Network Topology

Attachment M – Customer Access to I-Net SharePoint Site

The Customer shall have access to an “I-Net Partner Workspace”, a secure SharePoint site created specifically for that Customer. On the Sharepoint site the term “Partner” has the equivalent meaning as “User” or “Customer”.

The Partner Workspace is an important source for communications between the Customer and King County I-Net, specifically the KCIT I-Net team, KCIT Contracts, and KCIT Billing staff. It is intended to be used to view, post, and exchange important information between the Customer and County.

Access to the Partner Workspace is limited to County and Customer staff with a valid user ID and password. Customer information is treated as confidential, unless disclosure is required by applicable law.

Credentials will be provided to identified staff upon the execution of this Contract.

Navigating to Your I-Net Partner Workspace

Your Partner Workspace includes a Parent Site where global announcements and calendar information will be posted. By selecting “All Site Content” on the left of the Parent Site, you will see your Partner Workspace listed.

- Partner Site URL: https://kcmicrosoftonlinecom-40.sharepoint.microsoftonline.com/inet2_partners/SitePages/Home.aspx

If you don't see the name of your organization, please call the I-Net Network Operations Center at 206-263-7000 or e-mail inetops@kingcounty.gov.

Attachment N – Data Center Services Rate Card

Level 1 Monthly Pricing	Whole Cabinet *		Half Cabinet *
	Co-Location	\$898	\$498
	Remote Hands	\$1	\$1
	TOTAL	\$899	\$499

* For 1U cabinet pricing, contact the Data Center Manager at 206-263-8058.

Level 2 Monthly Pricing	Whole Cabinet *		Half Cabinet *
	Co-Location	\$898	\$498
	Smart Hands	\$101	\$101
	TOTAL	\$999	\$599

* For 1U cabinet pricing, contact the Data Center Manager at 206-263-8058.

Co-location:

- Segregated, secure state-of-the-art cabinets: locked, redundant power capable, hot/cold aisle contained within cabinet.
- CIJS-compliant physical security: multiple layers of physical security, including two layers of “2 Factor” access security, 7x24 security presence, 7x24 King County staff presence, video surveillance cameras.
- Segregated, secure network connectivity

Remote Hands:

- Visual verification to assist remote troubleshooting efforts
- Racking and stacking equipment
- Swapping removable media (tapes, CDs, DVDs, etc.)
- Handling off-site storage requirements
- Labeling equipment or taking digital photos

Smart Hands:

- Technical assistance and troubleshooting
- Equipment installations and configurations
- Interface card removal, installation and configuration
- Testing media for continuity & proper signaling
- Inventory of equipment
- Power cycling: router, server, switch, soft-boot
- Adding, removing or verifying a demarcation
- Moving equipment within your space and cabinets
- Wiring services: moving, securing and terminating cables

Managed Systems Service	Standard Virtual Environment – pricing varies
	Cloud Partnerships (future)

Managed Systems Services:

- Segregation: physical separation of systems in secured cabinets; physical separation of networks.
- Staffing Options: 7x24 staff environment
- Security: CJIS & HIPAA compliant, physical security model.

Attachment O – Colocation Agreement

The parties agree that the Customer may use space from the County for the colocation of its:

N/A	

The following colocation options are available for the Customer below. See *Attachment N – Pricing* for pricing.

a) Co-Location Level 1 (Whole cabinet or half cabinet) (CL1W or CL1H):

Cabinets are segregated and locked with redundant power capable. Hot aisle/cold aisle contained within cabinet.

CJIS-compliant physical security is provided. The multiple layers of physical security include: two layers of "2 Factor" access security, 7x24 King County staff presence, video surveillance cameras, and 7x24 security presence.

b) Remote Hands Service (RHS):

Visual verification to assist remote troubleshooting efforts; racking and stacking equipment; swapping removable media (tapes, CDs, DVDs, etc.); handling off-site storage requirements; labeling equipment and taking digital photos; and secure network connectivity.

c) Co-Location Level 2 (Whole cabinet or half cabinet) (CL2W or CL2H):

All features and services of Co-Location Level 1, PLUS:

Smart Hands service offering technical assistance and troubleshooting; equipment installations and configurations; interface card removal, installation and configuration; testing media for continuity and proper signaling; inventory of equipment; power cycling for router, server, switch, and soft-boot; adding, removing or verifying a demarcation; moving equipment within your space and cabinets; and wiring services (moving, securing, and terminating cables).

d) Managed Systems Service (MSSVE or MSCS):

Features of Managed System Services are: segregation (physical separation of systems in secured cabinets and physical separation of networks), staffing options in a 24/7 staff environment, and security (CJIS and HIPAA compliant and a physical security model). Two options are available:

- **Standard Virtual Environment (MSSVE):**
2 vProc, 8 GB RAM, up to 150 GB storage, additional vProcs, RAM, and storage space can be added.
- **Cloud Services (MSCS):** *(available 2014)*



AGENDA ITEM NO. 4F

Back to Agenda

Agenda Bill No. 14-044

TO: Mayor Guier and City Council Members
FROM: Ken Barnett
MEETING DATE: 3-3-14
SUBJECT: Decant agreement with The City of Auburn

ATTACHMENTS: Resolution No. 2014-123
Decant Agreement

Previous Council Review Date: To PW Committee 3-5-14

Summary: The current decant agreement with the City of Auburn has expired and needs to be renewed. The City of Auburn has agreed to terms of the agreement that are same as the last one. The City currently does not have an approved decant facility, and needs to be able to decant from the vactor truck.

The contract is a for a three-year term from January 1, 2014 to December 16, 2016, with the option of an additional three-year term through December 31, 2019.

Recommendation/Action: Approve Resolution authorizing the Mayor to sign the decant agreement with the City of Auburn.

Motion for Consideration: Move to approve Resolution 14-123 Authorizing the Mayor to sign the decant agreement with the City of Auburn.

Budget Impact: Cost for decant of vactor truck as per the agreement: \$100/month administrative fees plus \$70/ton of waste material billed on a quarterly basis.

Alternatives: Construct one for approximately (\$500,000.00)

AGENDA ITEM NO. 4F

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-123

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE DECANT
AGREEMENT WITH THE CITY OF AUBURN**

WHEREAS, the decant agreement with the City of Auburn has expired; and

WHEREAS, the City of Pacific has a need for a place to decant the vector truck; and

WHEREAS, the City does not currently have a decant facility; and

WHEREAS, the City is using the City of Auburn's decant facility;

**NOW 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 decant agreement with the City of Auburn.

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

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING
THEREOF ON THE 10TH DAY OF MARCH 2014.**

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Ness Stevenson, MMC, City Clerk

Approved as to Form

City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO. 12-****

**CONTRACT FOR SERVICES
BETWEEN THE CITY OF PACIFIC
AND THE CITY OF AUBURN
FOR DECANT FACILITIES USAGE**

THIS AGREEMENT is made and executed by and between the City of Pacific, a Washington municipal corporation, hereafter designated as "Pacific," and the City of Auburn, a Washington municipal corporation, hereafter designated as "Auburn."

WHEREAS, Pacific has inadequate facilities to properly handle the Waste Materials produced as a result of their Public Works street sweeping and Vector maintenance activities; and

WHEREAS, Auburn has sufficient capacity at their decant facility to handle the Pacific Waste Materials.

NOW, THEREFORE, for the consideration stated in this Agreement, Pacific and Auburn do agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide for proper handling, processing and disposal of Street Sweeper and Vector truck materials, herein referred to as "Waste Materials" generated by Pacific.

2. RESPONSIBILITIES

The City of Pacific shall deliver Waste Materials to the decant area of the City of Auburn Maintenance & Operations facility (hereafter, the "Facility"), currently located at 1305 C Street SW during the hours of 7:00 am and 3:00 pm. The unloading of the Waste Materials by Pacific at the Facility is to be done under the supervision of an Auburn employee at the Facility. Pacific will only send operators to use the decant facility that have been properly trained by Auburn on the safe and efficient use of the facility and dumping of Waste Materials.

If conditions at the Facility require, Auburn reserves the right to request Pacific to retain its Waste Materials until such time as the conditions at the Facility allow Auburn to accept the Waste Materials again. Auburn will give Pacific as much advance notice of these conditions as is practicable. Auburn further reserves the right to reject any individual shipment of Waste Materials.

Auburn will provide for the dewatering and the disposal of the Waste Materials in compliance with all local, state, and federal permits pertaining to the dewatering and disposal of such Waste Materials.

3. VOLUME

Auburn shall accept from Pacific's Waste Materials in the following volumes: not to exceed 50 tons per month or a total of 300 tons per year as measured at Auburn's truck scale. Auburn may accept Waste Material from Pacific that exceeds these volumes upon the review of a written request from Pacific. All such requests shall be made to Auburn's Public Works Maintenance and Operations Manager thirty (30) days in advance of proposed delivery of such additional Waste Materials.

4. COST FOR SERVICES

Pacific shall pay Auburn \$100.00 per month base fee for administration costs and \$70.00 per ton of Waste Materials for processing, testing and disposal fee (measured as scale weight). Auburn will bill Pacific on a quarterly basis.

Auburn reserves the right to increase these fees in response to increases in labor, disposal, and regulatory costs. Auburn shall give Pacific at least sixty (60) days advance written notification of any proposed fee increases.

5. DECANT FACILITY IMPROVEMENTS

Pacific recognizes that the capacity of Auburn's Facility is limited and that additional capacity will need to be provided, as both Cities waste disposal needs continue to grow, in order to provide long-term service to Pacific.

Pacific will also agree to participate in planning and funding of long term capacity improvements to the decant process in Auburn, including but not limited to improvements to the existing facility, installation of additional facility or other means to add additional capacity. By way of example only, and not by way of limitation, Pacific and Auburn contemplate that subsequent amendments or agreements might address the following types of issues: planning, design and construction costs for potential improvements to the existing Facility or construction of a new decant facility. The parties agree that Auburn will act as lead entity in all aspects of any proposed improvement project. Auburn will consult in advance of any final decisions with Pacific for the purposes of determining Pacific's future needs and Pacific's desire to participate in funding for an improved facility or a new facility.

6. TERM

The duration of this Agreement shall be for an initial term of three (3) years beginning January 1, 2014 through December 31, 2016, and may be extended thereafter for an optional, additional term of three (3) years beginning January 1, 2017 through December 31, 2019, by written amendment of the Parties, including but not limited to mutual agreement on proposed changes –increases or decreases- to the cost for services Section 4 of this Agreement, not later than sixty (60) days prior to the end of the initial term. It is further provided, however, that either party may terminate this Agreement upon providing one hundred twenty (120) days advance written notice to the other party.

7. REOPENER

Either party may request that any provision of this Agreement can be renegotiated by submitting a written request with fourteen (14) days advanced notice. Any amendment of this Agreement shall be in writing and shall be signed by both parties consistent with Section 13 of this Agreement.

8. HOLD HARMLESS AND INDEMNIFICATION

- a) Pacific shall indemnify and hold Auburn and its agents, employees, officers and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Pacific's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Pacific; and provided further, that nothing herein shall require Pacific to hold harmless or defend Auburn, its agents, employees officers and/or volunteers from any claims arising from the sole negligence of Auburn, its agents, employees, officers and/or volunteers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

- b) Auburn shall indemnify and hold Pacific and its agents, employees, officers and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Pacific arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the

concurrent negligence of Pacific, its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Pacific, its agents, employees, officers and/or volunteers from any claims arising from the sole negligence of Pacific, its agents, employees, officers and/or volunteers. No liability shall attach to Pacific by reason of entering into this Agreement except as expressly provided herein.

- c) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Auburn and Pacific, its officers, officials, employees, and volunteers, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- d) AUBURN SHALL HAVE NO LIABILITY FOR, AND SHALL BE HELD HARMLESS FROM AND AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES AND COSTS ARISING OUT OF OR RELATING TO THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, ADDRESS, REMEDIATE OR CLEANUP ENVIRONMENTAL OR BIOLOGICAL HAZARDS RESULTING FROM PACIFIC DELIVERIES OR OTHERWISE ATTRIBUTABLE TO PACIFIC, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGUS, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS.

9. RESOLUTION OF DISPUTES AND GOVERNING LAW

- a) Alternative Dispute Resolution If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation before resorting to arbitration. The mediator may be selected by agreement of the parties. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration. The arbitrator may be selected by agreement of the parties or through King County court procedures. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear

the expense of its own counsel, experts, witnesses and preparation and presentation of evidence.

- b) Applicable Law and Jurisdiction This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

10. WRITTEN NOTICE

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing. If written notice is provided by electronic mail (e-mail), then such written notice shall become effective one (1) business day after it is successfully sent.

11. NON-DISCRIMINATION

Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

12. SEVERABILITY

If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 3rd day of February 2014.

CITY OF PACIFIC

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

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Kenyon Luce, City Attorney

CITY OF AUBURN

Nancy Backus

Nancy Backus, Mayor
25 W. Main Street
Auburn, WA 98001

ATTEST:

Dani Daskam

Dani Daskam, City Clerk

APPROVED AS TO FORM:

Dan Heid

Dan Heid, City Attorney



AGENDA ITEM NO. 4G

Back to Agenda

Agenda Bill No. 14-045

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: 3-3-14

SUBJECT: Equipment Trailer Purchase

ATTACHMENTS: Resolution No 2014-124
Quote

Previous Council Review Date: PW Committee 1-8-14, Finance Committee 1-14-14

Summary: The City has Equipment that needs to be moved from time to time and is in the process of possibly purchasing a mini Excavator, and the trailer the City currently has is not rated to haul most of the equipment we currently have.

Recommendation/Action: Authorize the Interim Public Works Director to purchase an equipment trailer to meet the City's needs, for the amount of \$6,568.26.

Motion for Consideration: Move to approve Resolution 2014-124 authorizing the Interim Public Works Director to purchase an equipment trailer for the City Public Works department.

Budget Impact: \$6,568.26 from Equipment replacement fund, Water, Sewer, Storm water

Alternatives: none

AGENDA ITEM NO. 4G

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-124

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE INTERIM PUBLIC WORKS DIRECTOR
TO PURCHASE AN EQUIPMENT TRAILER**

WHEREAS, the City has a need for an equipment trailer; and

WHEREAS, the trailer the City has is not rated to haul most of the equipment we currently have;
and

WHEREAS, the Interim Public Works Director has reviewed the quote and specifications; and

WHEREAS, Public Works Committee and Finance committee have both agreed that a higher
capacity trailer would be a benefit for the City;

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

Section 1. The Pacific City Council hereby authorizes the City of Pacific Interim Public Works
Director to purchase an equipment trailer from Washington Tractor in the amount of \$ 6,568.26.

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

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE
10TH DAY OF March 2014.**

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Ness Stevenson MMC, City Clerk

Approved as to Form

City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO. 12-****



Quote Summary

Prepared For:

City Of Pacific Public Works
100 3rd Ave Se
Pacific, WA 98047
Business: 253-929-1110

Prepared By:

Scott Nordeen
Washington Tractor, Inc.
603 Harrison Street
Sumner, WA 98390
Phone: 253-863-4436
snordeen@washingtontactor.com

Quote Id: 9256036
Created On: 21 February 2014
Last Modified On: 21 February 2014
Expiration Date: 28 February 2014

Equipment Summary	Selling Price	Qty	Extended
PJ EQUIPMENT TRAILER 16X4 HYDRAULIC TILT TRAILER	\$ 6,037.00 X	1 =	\$ 6,037.00
Equipment Total			\$ 6,037.00

Quote Summary

Equipment Total	\$ 6,037.00
SubTotal	\$ 6,037.00
Sales Tax - (8.80%)	\$ 531.26
Total	\$ 6,568.26
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 6,568.26

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 9256036

Customer: CITY OF PACIFIC PUBLIC WORKS

PJ EQUIPMENT TRAILER 16X4 HYDRAULIC TILT TRAILER

Hours: 0

Stock Number:

				Selling Price
				\$ 6,037.00
Code	Description	Qty	Unit	Extended
1000	14,000 K TRAILER 4' STATIONARY DECK 16' TILT DECK	1	\$ 5,899.00	\$ 5,899.00
Dealer Attachments				
1000	TRAILER LICENCEING	1	\$ 138.00	\$ 138.00
Dealer Attachments Total				\$ 138.00
Suggested Price				\$ 6,037.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 6,037.00



AGENDA ITEM NO. 4H

Back to Agenda

Agenda Bill No. 14-146

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: March 3, 2014
SUBJECT: Gordon Pacific, LLC Developer Agreement

ATTACHMENTS: Resolution No. 2014-125
Agreement

Previous Council Review Date: Public Works Committee 12/4/13

Summary: The City has been working to construct needed improvements to the Stewart Road corridor. A critical element of the project was the acquisition of a portion of the Gordon Pacific property. This agreement approves the long term development plans for Gordon Pacific and purchase of the needed right-of-way.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-125.

Motion for Consideration: Move to approve Resolution No. 2014-125, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY OWNED BY GORDON PACIFIC, LLC NORTH OF STEWART ROAD AT THORNTON AVENUE SW.

Budget Impact: The City will receive a pro rata share of the Stewart Thornton Signal project and The City will pay for the right-of-way required for the Stewart Road Project.

Alternatives: This agreement allows the City to finalize the right-of-way acquisition for the Stewart Road project.

AGENDA ITEM NO. 4H

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014 - 125

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING A
DEVELOPMENT AGREEMENT FOR PROPERTY OWNED BY GORDON
PACIFIC, LLC NORTH OF STEWART ROAD AT THORNTON AVENUE SW.**

WHEREAS, Gordon Pacific, LLC owns an approximately 45.3-acre site north of Stewart Road SW at Thornton Avenue SW in Pacific, and

WHEREAS, Gordon Pacific, LLC has requested that the City and Gordon Pacific, LLC enter into a development agreement in order to set forth the development standards and other provisions that will govern and vest the development, use, and mitigation of more than 26 acres of anticipated new development on the aforementioned Gordon Pacific, LLC property, and

WHEREAS, pursuant to RCW 36.70B.200, the Pacific City Council held a public hearing on the proposed agreement on January 27, 2014, and after considering all testimony presented at the public hearing, determined that a development agreement for the aforementioned Gordon Pacific, LLC property should be approved, now, therefore,

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

Section 1. Development Agreement Approved. That certain agreement entitled, "Gordon Pacific, LLC Development Agreement" attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full, is hereby approved and shall govern development of the aforementioned Microsoft property described in said agreement. The Mayor is hereby authorized to execute the development agreement on behalf of the City.

Section 2. Recording. As provided in RCW 36.70B.190, a signed original of the agreement shall be recorded with the real property records of Pierce County, Washington and shall be binding on the parties and their successors and assigns.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY

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

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

After Recording, Return to:
 Gordon Pacific, LLC
 c/o Heather Burgess
 Phillips Burgess PLLC
 724 Columbia Street NW, Suite 140
 Olympia, Washington 98501

DEVELOPMENT AGREEMENT

Grantors	CITY OF PACIFIC, a Washington non-charter code city; GORDON PACIFIC, LLC, a Washington limited liability company; and L and V Properties LLC, a Washington limited liability company
Grantees	GORDON PACIFIC, LLC, a Washington limited liability company; L and V Properties LLC, a Washington limited liability company; and CITY OF PACIFIC, a Washington non-charter code city
Legal Description (abbreviated)	
Assessor's Tax Parcel ID No.	
Reference Nos. of Related Documents	

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the City of Pacific, a non-charter code city under PMC 1.05.010 ("City"), and Gordon Pacific LLC, a Washington limited liability company and L and V Properties LLC, a Washington limited liability company, and their affiliated businesses and entities organized under the laws of the State of Washington (collectively, "Gordon Pacific").

RECITALS

1. The Washington State Legislature authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction. RCW 36.70B.170(1).
2. A development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use, and mitigation of the real property for the duration specified in the agreement. RCW 36.70B.170(1).

3. For the purposes of this Development Agreement, “Development Standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3).

4. A development agreement must be consistent with the applicable development regulations adopted by a local government planning under RCW Chapter 36.70A. RCW 36.70B.170(1); WAC 365-196-845(17)(1)(a)(ii).

5. This Development Agreement by and between City and Gordon Pacific, relates to Gordon Pacific’s 10-year Master Development Plan, for the properties located between Highway 167 and Valentine, described in the attached **Exhibit B** (the “Property”).

6. The following events have occurred in the processing of Gordon Pacific’s application:

a. After the public hearing held on January 24, 2014, the Council authorized this Development Agreement, by Ordinance No. _____, attached hereto as **Exhibit A**; and

b. The parties wish to set forth the development standards applicable to the Property.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Project. The Project is Gordon Pacific’s 10-year Master Site Development Plan for development and use of the Property, as approved by the City on [date], as described in **Exhibit C** and **Exhibit D**.

Section 2. The Property. The project site is legally described in **Exhibit B**, attached hereto and incorporated herein by reference.

Section 3. Definitions. As used in this Development Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section.

a. “Adopting Ordinance” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b. “Certificate of Occupancy” means a certificate issued after inspection by the City authorizing a person(s) in possession of property to use a specified building or dwelling unit.

c. “Council” means the duly elected legislative body governing the City of Pacific.

d. “Design Guidelines” means the City’s General Plan and Update.

e. “Director” means the City’s Community Development Director.

f. “Effective Date” means the effective date of the Adopting Ordinance.

g. “Existing Land Use Regulations” means the ordinances adopted by the City in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards, and specifications applicable to the development of the Property, including, but not limited to the Zoning Map and development standards, General Plan and Update, Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing building standards. Existing Land Use Regulations do not include non-land use regulation, which includes taxes and impact fees.

h. “Project” means the anticipated development of the Property, as specified in **Section 1** and as provided for in the permits and approvals identified and described in Exhibits C and D, together with all incorporated exhibits and reports thereto

Section 4. Exhibits. Exhibits to this Development Agreement are as follows:

a. a. Exhibit A: Ordinance No. [number] [approving Development Agreement].Exhibit B: Legal Description of Property.

b. Exhibit C: Gordon Pacific 10-year Master Site Development Plan.

c. Exhibit D: City of Pacific Approval of Gordon Pacific 10-year Master Site Development Plan.

d. Exhibit E. City TIA Worksheet for Thornton Avenue Intersection Improvements.

Section 5. Parties to Development Agreement. The parties to this Development Agreement are:

a. City is the non-charter code City of Pacific, Washington, pursuant to PMC 1.04.010. The City’s address is 100 - 3rd Avenue SE, Pacific, Washington 98047.

b. Gordon Pacific is a private enterprise which owns the Property in fee simple and whose principal office is located at 151 Stewart Road SW, Pacific, Washington 98047.

Section 6. Project is a Private Undertaking. It is agreed between the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. Development Agreement Term. Unless extended or terminated as provided herein, this Development Agreement shall commence upon the Effective Date of the Adopting Ordinance approving this Development Agreement, and shall continue in force until 10 (ten) years from the date this Development Agreement is approved. Following the expiration of the term of extension thereof, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer, if any.

Section 8. Gordon Pacific's Vested Rights. During the term of this Development Agreement, unless sooner terminated in accordance with the terms hereof, Gordon Pacific is assured, and the City agrees, that the development rights, obligations, terms, and conditions for the Project specified in this Development Agreement are fully vested in Gordon Pacific and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Development Agreement, including the Exhibits hereto, or as expressly consented thereto by Gordon Pacific.

Section 9. Contribution to Thornton Avenue Intersection Improvements. Gordon Pacific has agreed to make a proportionate share contribution to the City's planned Thornton Avenue intersection improvement project in the amount of \$247,952.49 based upon the calculations shown in the attached **Exhibit E**. Because the amount of Gordon Pacific's contribution is based upon a shopping center use of the Property, a more intense use than the Project, the City agrees that Gordon Pacific shall vest to the additional 773 trips per day associated with shopping center use upon payment of this fee should the Property be redeveloped during the term of this Development Agreement.

Section 10. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation, and extension of public improvements, development guidelines, and standards for development of the Property associated with the Project shall be those set forth in this Development Agreement, the permits and approvals identified herein and attached as Exhibits C and D, and all exhibits and reports thereto.

Section 11. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the City's code, and shall not require an amendment to this Development Agreement.

Section 12. Further Discretionary Actions. Gordon Pacific acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA, RCW Chp. 43.21C. Nothing in this Development Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 13. Existing Land Use Fees and Impact Fees.

a. Land use fees adopted by the City by ordinance as of the Effective Date of this Development Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

b. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in PMC Chapter 22.05 and RCW 36.70B.210.

Section 14. Development Phasing. The parties acknowledge that the most efficient and economical development of the Property depends upon numerous factors, such as market orientation and demand, interest rates, competition, and similar factors, and that generally it will be most economically beneficial to have Gordon Pacific determine the development rate.

Section 15. Default.

a. Subject to extensions of time by mutual consent in writing, failure or delay by either party not released from this Development Agreement, to perform any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which the default may be cured. During this thirty (30)-day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

b. After notice and expiration of the thirty (30)-day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party to this Agreement may, at its option, institute legal proceedings pursuant to this Development Agreement. In addition, the City may file an action to enforce the Codes, and to obtain penalties and costs as provided therein for violations of this Development Agreement and the Code.

Section 16. Annual Review. The City shall, at least every twelve (12) months during the term of this Development Agreement, review the extent of good-faith substantial compliance by Gordon Pacific with this Development Agreement. The City may charge fees necessary to cover the costs of conducting the annual review.

Section 17. Expiration. This Development Agreement shall expire as provided below:

a. This Development Agreement shall expire and be of no further force and effect if the development contemplated in this Development Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of said permits and/or approvals. Nothing in this Development Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

b. This Development Agreement shall expire and be of no further force and effect if Gordon Pacific does not construct the Project as contemplated by the permits and approvals identified in this Development Agreement, and submits applications for development of the Property that are inconsistent with such permits and approvals.

c. This Agreement shall terminate upon the expiration of the term identified in Section 7.d.

Section 18. Effect upon Termination on Gordon Pacific Obligations. Termination of this Development Agreement as to Gordon Pacific on the Property or any portion thereof shall not affect any of Gordon Pacific's obligations to comply with the terms and conditions, or any applicable zoning codes, subdivision map, or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Development Agreement to continue after the termination of this Development Agreement, or obligations to pay assessments, liens, fees, or taxes.

Section 19. Effect upon Termination on City. Upon any termination of this Development Agreement as to Gordon Pacific on the Property or any portion thereof, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Development Agreement shall no longer be vested hereby with respect to the Property affected by such termination (provided that vesting of such entitlements, conditions, or fees may then be established for such Property pursuant to the-then existing planning and zoning laws).

Section 20. Assignment and Assumption. Gordon Pacific shall have the right to sell, assign, or transfer this Development Agreement with all its rights, title, and interests therein to any person, firm, or corporation at any time during the term of this Development Agreement.

Section 21. Covenants Running with the Land. The conditions and covenants set forth in this Development Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. Gordon Pacific and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Development Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of Gordon Pacific contained in this Development Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

Section 22. Amendment to Development Agreement; Effect of Development Agreement on Future Actions. This Development Agreement may be amended by mutual consent of all the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement. RCW 36.70B.200. However, nothing in this Development Agreement shall prevent the Council from making any

amendment to its Zoning Code, Official Zoning Map, comprehensive plan, or development regulations affecting the Property during the term of this Development Agreement, as the Council may deem necessary to the extent required by a serious threat to public health and safety.

Section 23. Releases. Gordon Pacific may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Development Agreement as provided herein.

Section 24. Notices. Notices, demands, and correspondence to the City and Gordon Pacific shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in **Section 5**. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notice to Gordon Pacific shall be to Larry Gordon. Notice to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties may advise the other of new addresses for such notices, demands, or correspondence.

Section 25. Applicable Law and Attorney's Fees. This Development Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. Venue for any action shall lie in the Superior Court where the Property is located.

Section 26. Third Party Legal Challenge. In the event a legal action or special proceeding is commenced by any person or entity other than a party to challenge this Development Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Gordon Pacific. In such event, Gordon Pacific shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of lawsuit or individual claims in the lawsuit, including attorneys' fees and expenses of litigation. Gordon Pacific shall not settle any lawsuit tendered under this provision without the written consent of City. City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 27. Specific Performance. The parties agree that damages are not an adequate remedy for breach of this Development Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default.

Section 28. Severability. If any phrase, provision, or section of this Development Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington, which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to entering into this Development Agreement, that party may elect to terminate this Development Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto cause this Development Agreement to be executed as of the date set forth above:

**GRANTOR:
CITY OF PACIFIC**

**GRANTEES:
GORDON PACIFIC LLC**

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

L AND V PROPERTIES LLC

By: _____

Title: _____

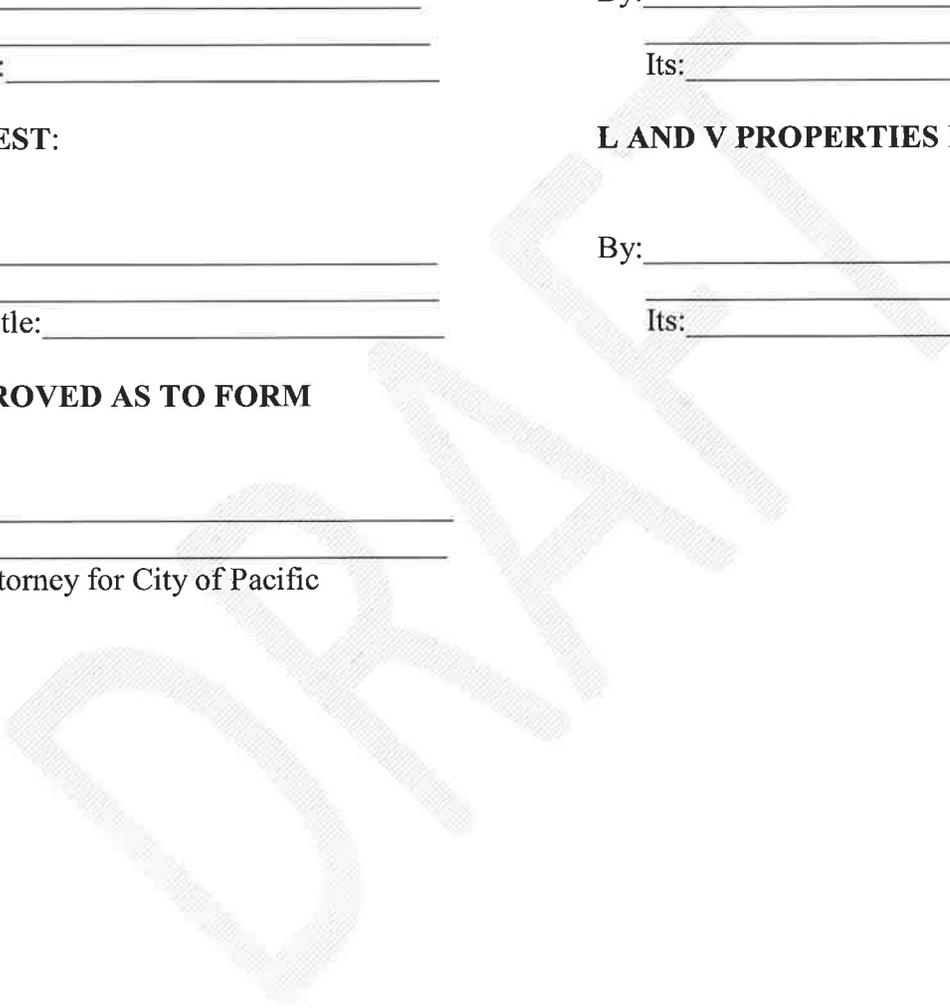
By: _____

Its: _____

APPROVED AS TO FORM

By: _____

Attorney for City of Pacific



STATE OF WASHINGTON)

:ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath and stated that he/she is authorized to execute the instrument and acknowledged it as the _____ of Gordon Pacific LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 2014.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
Commission expires: _____

STATE OF WASHINGTON)

:ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath and stated that he/she is authorized to execute the instrument and acknowledged it as the _____ of L and V Properties LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 2014.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
Commission expires: _____

STATE OF WASHINGTON)

:ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath and stated that he/she is authorized to execute the instrument and acknowledged it as the _____ of City of Pacific to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 2014.

Print Name: _____

NOTARY PUBLIC in and for the State of
Washington, residing at _____

Commission expires: _____

DRAFT

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

EXHIBIT C

DRAFT



AGENDA ITEM NO. 4I

Back to Agenda

AGENDA BILL NO. 14-047

TO: Mayor Guier and City Council Members
FROM: Jim Morgan
MEETING DATE: March 3, 2014
SUBJECT: Olympic Environmental Resources Agreement

ATTACHMENTS: Agreement

Previous Council Review Date:

Summary: The City has applied for and received grants to host 2014/2015 Recycling Collection Events. Olympic Environmental Resources has been the contractor for logistics, operations and reporting requirements for the previous collection and education events that have been quite successful. The proposed resolution would hire OER to continue acting as the City contractual agent for these events.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-126.

Motion for Consideration: Move to approve Resolution No. 2014-126, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON AUTHORIZING AN AGREEMENT WITH OLYMPIC ENVIRONMENTAL RESOURCES.

Budget Impact: None.

Alternatives: The City has previously accepted the mentioned grants and therefore needs to execute this administrative contract.

AGENDA ITEM NO. 4I

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-126

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH OLYMPIC
ENVIRONMENTAL RESOURCES**

WHEREAS, the City has received grants to administer the 2014 Local Hazardous Waste Management Program; and

WHEREAS, the City of Pacific has contracted logistics, operations and reporting requirements for the previous Local Hazardous Waste Management Programs with Olympic Environmental Resources, with their associated fees being paid from all grant proceeds; and

WHEREAS, the Public Works Director has reviewed the programs and recommends continuing the arrangement for the 2014 Local Hazardous Waste Management Program,

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

Section 1. The Pacific City Council hereby authorizes the City of Pacific Public Works Director to execute a Memorandum of Understanding with Olympic Environmental Resources as outlined within the Memorandum of Understanding, attached as Exhibit "A".

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY

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

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



Olympic Environmental Resources

4715 SW Walker Street Seattle, WA 98116

Tel. 206 938-8262 Fax (206) 938-9873

Email: pauldevine@msn.com

Memorandum of Understanding

To: Jim Morgan, City of Pacific

From: Olympic Environmental Resources

Date: November 21, 2013

RE: City of Pacific/Olympic Environmental Resources Agreement for Implementing 2014 Recycling Projects

This Memorandum of Understanding is intended to detail Olympic Environmental Resource's (OER) services and responsibilities in implementing City of Pacific Recycling Projects. In 2014, OER will implement one Fall Recycling Collection Event, recycle content rain barrel, compost bin, and worm bin distribution, and other projects as directed by the City.

The proposed project includes:

One Recycling Collection Event

The event is tentatively scheduled for September/October 2014 at Alpac Elementary School. At the event the following materials will be collected and recycled: used tires, used anti-freeze, used petroleum-based products, used oil filters, used batteries, used motor oil, bulky yard waste (large material only), scrap wood, appliances (including refrigerators, freezers, household air conditioners, and other appliances), mattresses, computer/electronic equipment, ferrous metals, nonferrous metals, textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, and other materials if practical. User fees will apply to the collection of some materials.

At the Recycling Collection Event, recycle content rain barrels, compost bins, and worm bins will be distributed to City residents. OER will distribute the barrels and bins for a user fee of \$20 each.

OER wishes to involve the Pacific staff at the level most comfortable for the City. OER will meet with the City of Pacific staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Pacific grant funds available from the Seattle-King County Health Department and King County Solid Waste Division. It will also include the Washington State Department of Ecology Coordinated Prevention Grant (CPG) funds for Pacific and Algona. Pacific and Algona combined allocations to become eligible for the CPG grant. Algona will carry out recycling project activities independently. OER will assist Pacific and Algona with grant administration and reimbursement requests. Total grant funds are estimated as \$26,081.33 and include all items that will be billed to the grants directly by the City, such as City staff time. The specific project activities to be carried out by OER are detailed in the grant scopes of work. OER will cover project expenses as they arise, such as the costs of printing and vendor services. OER will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. OER will assist the City in requesting reimbursement of project costs from the King County Solid Waste Division, Seattle-King County Health Department, and Washington State Department of Ecology. OER's goal is to conduct the projects with very limited City staff time and no City cost. However, there are a number of "official acts" necessary for the City to bring the programs on line:

- Sign and submit letters of intent.
- Review and submit program scopes of work.
- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

Recycling related programs continue on an annual basis. OER will continue to provide service to the City of Pacific until the City decides to no longer participate. We ask that you provide thirty-days (30) notice to discontinue services. This agreement solidifies our relationship. Please sign both copies of this agreement and return one to OER. We look forward to working with the City of Pacific in 2014.

Leanne Guier
Mayor
City of Pacific

Paul M. Devine
General Manager
Olympic Environmental Resources

2014 Pacific Recycling Grants

The City of Pacific is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2014. The City has applied for the following:

- 1) The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$6,530.33.
- 2) The King County Waste Reduction and Recycling Grant Program. Grant total \$10,000.00.
- 3) The Washington State Department of Ecology Coordinated Prevention Grant. Grant total \$9,551.00. This includes grant funds for both Pacific and Algona.

TOTAL: \$26,081.33.



AGENDA ITEM NO. 4J

Back to Agenda

Agenda Bill No. 14-048

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: 3-3-14

SUBJECT: Mini Excavator

ATTACHMENTS: Resolution No. 2014-127
Quote

Previous Council Review Date: PW Committee 1-8-14, Finance Committee 1-14-14

Summary: The City has need for a mini excavator. we have had to rent one several times, mini excavator is more practical for ditching and, for most utility repairs the City public works crew performs than the Backhoes the City currently owns.

Recommendation/Action: Authorize the Interim Public Works Director to purchase a Mini Excavator to meet the City's needs for the amount of

Motion for Consideration: Move to approve Resolution 2014-127 Authorizing the Interim Public Works Director to purchase a Mini Excavator for the City Public Works department.

Budget Impact: \$ 77,685.79 from Equipment replacement fund, Water, Sewer, Storm water

Alternatives: none

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-127

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE INTERIM PUBLIC WORKS
DIRECTOR TO PURCHASE A MINI EXCAVATOR**

WHEREAS, the City has a need for a Mini Excavator; and

WHEREAS, the City of has the funds necessary to purchase one; and

WHEREAS, the Interim Public Works Director has reviewed the specifications and quote; and

WHEREAS, Public Works Committee and Finance committee have both agreed that a mini excavator would be a benefit for the City;

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

Section 1.The Pacific City Council hereby authorizes the City of Pacific Interim Public Works Director to Purchase a Yanmar Vi055-6A from Washington Tractor as per quote for the amount of \$77,685.79.

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

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING
THEREOF ON THE 10TH DAY OF March 2014.**

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Ness Stevenson, City Clerk

Approved as to Form

Kenyon Luce, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO. 12_****



Quote Id: 9252957

20 February 2014

City Of Pacific Public Works
100 3rd Ave Se
Pacific, WA 98047

The Yanmar excavator quote is based on the Washington State Contract # small equipment . The purchase order must be made out to Washington Tractor, 603 harrison st sumner wa 98390 Purchase order must also indicate Washington Tractor as the delivering dealer and reference the Washington State Contract # 10212. Please fax or email documents to washington Tractor at 253-248-2314 or snordeen@washingtontractor.com and we will process the order.

Scott Nordeen
253-863-4436
Washington Tractor, Inc.



Quote Summary

Prepared For:

City Of Pacific Public Works
100 3rd Ave Se
Pacific, WA 98047
Business: 253-929-1110

Prepared By:

Scott Nordeen
Washington Tractor, Inc.
603 Harrison Street
Sumner, WA 98390
Phone: 253-863-4436
snordeen@washingtontractor.com

Quote Id: 9252957
Created On: 20 February 2014
Last Modified On: 21 February 2014
Expiration Date: 21 March 2014

Equipment Summary	Selling Price	Qty	Extended
2014 YANMAR vio55-6aQ	\$ 71,402.38 X	1 =	\$ 71,402.38
Equipment Total			\$ 71,402.38

Quote Summary

Equipment Total	\$ 71,402.38
SubTotal	\$ 71,402.38
Sales Tax - (8.80%)	\$ 6,283.41
Total	\$ 77,685.79
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 77,685.79

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 9252957

Customer: CITY OF PACIFIC PUBLIC WORKS

2014 YANMAR vio55-6aQ				
Hours: 0				
Stock Number:				
				Selling Price
				\$ 71,402.38
Code	Description	Qty	Unit	Extended
vio55-6a	cab unit with ac and hyd quick attach 18" bucket	1	\$ 88,126.00	\$ 88,126.00
Standard Options - Per Unit				
1000	60" clean out bucket	1	\$ 1,970.00	\$ 1,970.00
1002	hyd thumb installed	1	\$ 3,220.00	\$ 3,220.00
	Standard Options Total			\$ 5,190.00
Dealer Attachments				
1000	hyd thumb and relief valves install	1	\$ 350.00	\$ 350.00
1005	pdi	1	\$ 250.00	\$ 250.00
	Dealer Attachments Total			\$ 600.00
	Suggested Price			\$ 93,916.00
Customer Discounts				
	Customer Discounts Total		\$ -22,513.62	\$ -22,513.62
Total Selling Price				\$ 71,402.38

YANMAR

CONSTRUCTION / TRUE ZERO TAIL SWING MINI-EXCAVATOR

QUICK SPECS

Weight	11,806 lbs
Horsepower	47.6 hp
Digging Depth	12'9.5"

Power, flexibility and stability in a nice compact package.

For more than 100 years, Yanmar has crafted some of the world's most powerful, fuel-efficient engines.

The 47.6-hp turbocharged Final Tier 4 diesel in the new ViO55-6A is no exception. Yanmar has also pioneered some of the industry's most innovative technology, including the first zero tail swing excavator. Today the ViO55-6A is one of the most rugged, flexible machines you can have to work effectively in the extremely tight spaces other bulkier excavators simply can't reach. Add the balance and stability of a conventional excavator and you've got one of the best values around.

INNOVATIVE FEATURES



True Zero Tail Swing

Yanmar introduced the world's first zero tail swing excavator in 1993. Today, our true zero tail swing technology means no part of the housing extends beyond the tracks. Since the entire machine operates within its tracks, you can work efficiently almost anywhere, with less damage to the machine and the worksite.



Hydraulic Quick Coupler Comes Standard

The standard hydraulic quick coupler makes changing buckets fast and easy. With the exception of fitting and removing the safety lock pin, the entire operation is performed electronically while you're seated in the comfort of the cab. Less hassle. Less downtime. More productivity.



A Cab With Everything At Your Fingertips

The new ViO55-6A comes standard with ECO Mode, Auto-Decel Mode and backfill blade lever-controlled, 2-speed operation incorporated right into the operator's station. Plus you get an innovative LCD monitor, showing key operating information and maintenance notification intervals.



ViO55-6A

POWERFUL, EFFICIENT, TURBOCHARGED
47.6-HP FINAL TIER 4
YANMAR DIESEL ENGINE

VIPPS (VIO PROGRESSIVE
3-PUMP HYDRAULIC
SYSTEM)

EASY-TO-OPERATE
JOYSTICK CONTROLS
WITH ARMRESTS REDUCE
OPERATOR FATIGUE

SPRING STEEL CYLINDER
ROD GUARDS AND HOSE
PROTECTION

4-PILLAR ROPS/FOPS
CANOPY FOR SAFETY

INTEGRATED BOOM
LIGHT PROTECTED
FROM DAMAGE

EASY MAINTENANCE
ACCESS TO EVERY MAJOR
COMPONENT

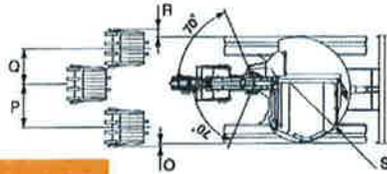
ANGLED CRAWLER FRAME
REDUCES FOREIGN
MATTER BUILD-UP

TRAVELING ALARM
SIGNALS WHEN MACHINE
IS MOVED

OPTIONAL ENCLOSED
CAB WITH HEAT & A/C

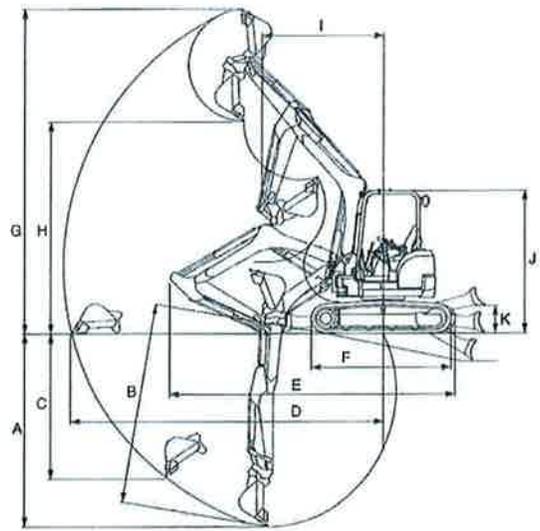
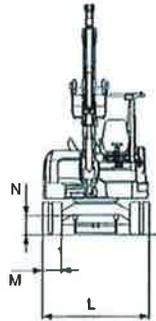


Vi055-6A



Dimensions - Vi055-6A

A 12'9.5" (3900 mm)	K 1'8" (500 mm)
B 13'6" (4120 mm)	L 6'6" (1990 mm)
C 8'5" (2560 mm)	M 1'4" (400 mm)
D 20'2" (6140 mm)	N 1'2" (345 mm)
E 18'4" (5580 mm)	O 1.4" (35 mm)
F 8'6" (2590 mm)	P 2'3" (680 mm)
G 19'10" (6060 mm)	Q 2'6" (770 mm)
H 13'3" (4050 mm)	R 5" (125 mm)
I 7'9" (2370 mm)	S R3'3" (R995 mm)
J 8'4" (2540 mm)	



Specifications

Model		Vi055-6A	
Type		Canopy	Cabin
Operating Weight	Rubber Track	11806 (5355)	12203 (5535)
	Steel Track	11872 (5385)	12269 (5565)
Engine	Type	Water-cooled 4-cycle diesel	
	Model	YANMAR 4TNV88-PBV	
	Output	HP (kW)/rpm 47.6 (35.5) / 2400	
Performance	Max Digging Force, Bucket / Arm	lbs (kN) 7484 (33.2) / 5058 (225)	
	Traveling Speed, High / Low	MPH (km / h) 2.6 / 1.4 (4.2 / 2.2)	
	Swing Speed	RPM 10	
	Boom Swing Angle, (L / R)	degrees 68° / 68°	
	Ground Contact Pressure	Rubber Track	PSI (kPa) 4.24 (29.2)
Steel Track		PSI (kPa) 4.31 (29.7)	4.45 (30.7)
Hydraulic System	Pump Capacity	GPM (L / min) 12 + 12 + 9.7 + 2.8 (42.5 + 42.5 + 37 + 10.8)	
	Main Relief Set Pressure	PSI (MPa) 3547 x 3 + 564 (24.5 x 3 + 3.9)	
Undercarriage	Track Type	Rubber or Steel	
Blade Dimensions	Width x Height	ft-in (mm) 6'6" x 1'4" (1970 x 400)	
Fuel tank capacity	Gals (L)	17.4 (66)	

Standard Equipment

- Blade
- Boom Swing
- Rubber or Steel Tracks
- Hydraulic Quick Coupler
- 2-way Control Pattern Change
- Auxiliary Valve and Piping (arm end)
- Cylinder Cover (boom, arm, bucket, blade)
- ROPS / FOPS Cabin or Canopy
- Windshield Washer (cabin spec)
- Defroster (cabin spec)
- Joystick Pilot Controls
- Arm Rests (adjustable)
- Suspension and Reclining Seat
- Seat Belt
- Traveling Levers and Pedals
- Traveling Alarm Built-in Type
- Boom Light
- Exterior Canopy or Cabin Work Light
- Operation Manual

Hydraulic PTO

Model	Vi055-6A			
	Output	PSI (MPa)	GPM (L / min)	
			2200RPM	1200RPM
Combined Flow, Double Actions	3553 (24.5)	21.8 (82.8)	12 (45.8)	

Please note that the standard equipment may vary from this list. Consult your Yanmar dealer for confirmation.

Lifting Capacity

LIFT POINT HEIGHT in (mm)	(R) LIFT RADIUS in (mm)											
	RATED LIFT CAPACITY OVER END BLADE DOWN lbs (kg)				RATED LIFT CAPACITY OVER END BLADE UP lbs (kg)				RATED LIFT CAPACITY OVER SIDE BLADE DOWN lbs (kg)			
	MAX	157.5 (4000)	118.1 (3000)	78.7 (2000)	MAX	157.5 (4000)	118.1 (3000)	78.7 (2000)	MAX	157.5 (4000)	118.1 (3000)	78.7 (2000)
157.5 (4000)	*2513 (1140)	*2425 (1100)			*2425 (1100)	*2358 (1070)			1895 (880)	*2403 (1090)		
118.1 (3000)	*2513 (1140)	*2579 (1170)			1543 (700)	*2491 (1130)			1521 (690)	*2469 (1120)		
78.7 (2000)	*2557 (1160)	*2976 (1350)	*3924 (1780)		1455 (660)	2204 (1000)	*3791 (1720)		1300 (590)	1982 (890)	*3615 (1640)	
39.4 (1000)	*2645 (1200)	*3438 (1560)	*5004 (2270)		1388 (630)	2094 (950)	3190 (1420)		1234 (560)	1873 (850)	2755 (1250)	
Ground (0)	*2711 (1230)	*3681 (1670)	*5335 (2420)	*6966 (3160)	1477 (670)	1982 (890)	2975 (1350)	4761 (2160)	1300 (590)	1741 (790)	2579 (1170)	4166 (1890)
-39.4 (-1000)	*2777 (1260)	*3527 (1600)	*5092 (2310)	*7187 (3260)	1809 (730)	1940 (880)	2910 (1320)	4816 (2230)	1455 (660)	1785 (810)	2601 (1180)	4475 (2030)
-78.7 (-2000)	*2823 (1190)		*3902 (1770)		2204 (1000)		2932 (1330)		2072 (940)		2623 (1190)	

* Rated Hydraulic lift capacity



AGENDA ITEM NO. 4K

Back to Agenda

Agenda Bill No. 14-049

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: March 3, 2014
SUBJECT: Street Assessment Reimbursement Agreements

ATTACHMENTS: Ordinance 2014 - 1858

Previous Council Review Date:

Summary: The City of Pacific is proposing to make improvement to Stewart Road. There are occasions where the City desires to make street improvements without developer induced participation and therefore needs to establish procedures for recouping the costs associated with the initial City investment. The City could implement a late comers agreement for itself however, these can be cumbersome and do have finite time periods for recouping investment. The Pacific Municipal Code already has provisions for Participation Agreements for water and sewer projects. This ordinance would provide mirror language for recouping street project investments.

Recommendation/Action: Staff recommends Council approve Ordinance No. 2014-1858

Motion for Consideration: Move to approve Ordinance No.2014 - 1858, "AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON CREATING PACIFIC MUNICIPAL CODE CHAPTER 13.24 RELATING TO STREETT ASSESSMENT REIMBURSEMENT AGREEMENTS FOR TRANSPORTATION SYSTEM IMPROVEMENTS."

Budget Impact: The proposed ordinance allows the City to recover some of the costs associated with street projects otherwise paid from the general fund.

Alternatives: Deny the matter, or amend the Ordinance language.

AGENDA ITEM NO. 4K

