



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

**March 10, 2014**  
**Monday**

**Regular Meeting**  
**6:30 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. AUDIENCE COMMENT**

(Please limit your comments to 3 minutes for items not up for public hearing. When recognized by the Mayor, please state your name and address for the official record. It is asked that you do not speak on the same matter twice.)

**5. REPORTS**

- A. Mayor**
- B. Finance**
- C. Court – February reports in packet**
- D. Public Safety Department – February reports in packet**
- E. Public Works/Community Development Departments**
- F. Community/Senior/Youth/Services**
- G. City Council Members**
- H. Boards and Committees**
  - i. Finance Committee
  - ii. Governance Committee
  - iii. Human Services Committee
  - iv. Public Safety Committee
  - v. Public Works Committee
  - vi. Technology Committee
  - vii. Civil Service Commission
  - viii. Park Board
  - ix. Planning Commission
  - x. Pierce County Regional Council (PCRC)
  - xi. Sound Cities Association (SCA)
  - xii. South County Area Transportation Board (SCATBd)
  - xiii. Valley Regional Fire Association (VRFA)

- 6. PUBLIC HEARING:** Seeking public input regarding Ordinance No. 14-1855, Interim Zoning Ordinance relating to recreational and medical use of marijuana
- 7. OLD BUSINESS**

## 8. NEW BUSINESS

- A. **Resolution No. 14-129:** Accepting a donation from South End Coalition for the Senior Center in the amount of \$500.00
- B. **Resolution No. 14-115:** Authorizing the Mayor to issue a Request for Proposal in order to secure a contract for professional legal services.
- C. **Resolution No. 14-122:** Authorizing the execution of a contract with King County I-Net for internet service for the City of Pacific
- D. **Resolution No. 14-123:** Authorizing the execution of an agreement with the City of Auburn for decant services for the Vactor Truck
- E. **Resolution No. 14-124:** Authorizing the purchase of an equipment trailer for the Public Works Department in the amount of \$6,568.26.
- F. **Resolution No. 14-127:** Authorizing the purchase of a mini-excavator for the Public Works Department in the amount of \$77,685.79.
- G. **Resolution No. 14-126:** Authorizing the execution of an agreement with Olympic Environmental Resources to assist the City of Pacific with grant administration and reimbursement requests.
- H. **Resolution No. 14-125:** Approving a development agreement for property owned by Gordon Pacific, LLC, to finalize the right-of-way acquisition for the Stewart Road project.
- I. **Ordinance No. 14-1858:** Adopting Ordinance No. 14-1858 creating PMC chapter 13.24 relating to street assessment reimbursement agreements for transportation system improvements.

## 9. CONSENT AGENDA

- A. Payroll and Voucher Approval
- B. Approval of the minutes from the February 18, 2014 workshop.

## 10. ADJOURN

Finance Committee Meets: 2 <sup>nd</sup> Tuesdays	March 11, 2014 6:30 p.m.	City Hall
Governance Committee	TBD 5:30 p.m.	City Hall
Human Services Committee Meets 1 <sup>st</sup> Tuesday	April 1, 2014 5:30 p.m.	Senior Center
Park Board Meets 1 <sup>st</sup> Tuesday	April 1, 2014 6:30 p.m.	City Hall
Planning Commission Meets 4 <sup>th</sup> Tuesday	March 18, 2014 6:00 p.m.	City Hall
Public Safety Committee	February 26, 2014 9:00 a.m.	City Hall
Public Works Committee Meets 1 <sup>st</sup> Wednesday	April 2, 2014 7:00 p.m.	City Hall
Technology Committee Meets 3 <sup>rd</sup> Thursday	March 6, 2014 5:00 p.m.	City Hall

**PACIFIC MUNICIPAL COURT**  
Memorandum

TO: Judge Rochon

CC: Mayor Guier, Pacific Council Members, Managers

From: Kelly Rydberg

Date: 2/28/14

Re: February 2014

## The court:

- Held 312 hearings - 230 for Pacific and 82 for Algona.
- Collected Pacific monthly revenues of **\$29,412.49**; of which **\$19,276.56** is the local portion, \$193.20 is the County portion and **\$9,942.73** is the State portion. Year to date revenues for the City of Pacific are **\$36,173.01**.
- Collected Algona monthly revenues of **\$17,250.68**; of which \$7624.05 is the local portion, \$3331.01 is the Pacific split for costs, \$115.88 is the County portion and \$6179.74 is the State portion. Year to date revenues for the City of Algona are **\$11,828.76**.

## Pacific monthly filings:

Traffic infractions filed: 97	violations filed: 120
Criminal citations filed: 24	violations filed: 26

## Algona monthly filings:

Traffic infractions filed: 30	violations filed: 47
Criminal citations filed: 10	violations filed: 11

**GENERAL FUND/RECOUPMENT COLLECTED**

	PACIFIC MONTH	PACIFIC YTD	ALGONA MONTH	ALGONA YTD
Warrant fees	2196.88	3576.26	156.25	312.36
Record Check Fees	3414.43	7091.55	PACIFIC KEEPS	
Jail Recoupment	2271.27	4325.60	1050.85	1498.52
Insurance Fees	141.69	369.77	PACIFIC KEEPS	
Parking Fees	44.44	256.67	0	0
PD Recoupment	964.87	2121.55	959.50	1265.66
Interpreter Recoupment	166.44	746.48	209.45	491.18
Credit Card Convenience Fee	113.43	213.10	PACIFIC KEEPS	
Interest/Bank Charges	1048.48	1852.14	416.76	762.42
Misc court fines and costs	7159.63	12,449.89	4831.24	7498.62
Algona court costs **	1755.00	3170.00	3331.01	4874.18
<b>TOTAL</b>	<b>\$19,276.56</b>	<b>\$36,173.01</b>	<b>\$10,955.06</b>	<b>\$16,702.94</b>

\*\* The total in the Pacific column is for January services; the total in the Algona column is costs split that Pacific keeps for February.



Cities of Pacific & Algona; Municipal Court  
100 3<sup>rd</sup> AVE SE; Pacific WA 98047  
(253) 929-1140; (253) 929-1195 fax

Friday, March 07, 2014

City of Algona  
Attention: Iris  
402 Warde St  
Algona WA 98001

Dear Iris,

Please submit for compensation to Pacific Municipal Court \$1458.00 for February 2014 filings and interpreter or detention billing reimbursement, as noted below.

Interpreter billing for this period is \$133.00.  
Detention billing for this period is \$0.  
(copies attached)

**FILINGS:**

29 Infractions @ 25.00	\$725.00
10 Criminal Citations @ 60.00	\$600.00
<b>Total Due</b>	<b>\$1325.00</b>

Monthly Revenues collected \$17,250.68.

**COSTS RETAINED BY PACIFIC MUNICIPAL COURT FROM MONTHLY REVENUES:**

Split of warrant fees	\$156.23
Monitoring / Record check fees	\$3069.86
Mandatory insurance costs	\$57.01
Credit card convenience fee	\$41.23
NSF fees	\$0
Copy/CD fees	\$6.68
<b>Total</b>	<b>\$3331.01</b>

Remittance check due Algona: \$7624.05

Remittance check to King County paid: \$115.88

Remittance check to State paid: \$6179.74

Please contact us if you have any questions. Thank you.  
Sincerely,

Kelly Rydberg  
Court Administrator

CC: Buster; month end file



# PACIFIC POLICE DEPARTMENT

## FEBRUARY 2014 MONTHLY REPORT

### ACTIVITY

Dispatch calls	415
Self-initiated contacts	246
Agency assists	76

### SUPERIOR COURT FILINGS

Adult	5
Juvenile	0

### OFFENSES/CRIMES

Burglaries-Residential	1
Burglaries-Commercial	2
Thefts	6
Robbery	0
Motor vehicle theft	6
Motor vehicle recovery	5
Recovered property	1
Poss stolen property	1
Vehicle prowl	2
Weapons violation	2
Reckless burning/arson	0
DUI	2
Drug/liquor violation	3
Vehicle impound	2
Vehicle collision	8
Assault	2
Malicious mischief	1
ID Theft	0

**Total Cases:**

**103**

### TRAFFIC ENFORCEMENT

		<u>LAST MONTH</u>
Verbal Warnings	135	126
Infractions	109	119
Criminal Traffic	15	26

### ARRESTS

Traffic	15
Non Traffic	26
Felony	07

Assault-DV	3
Malicious mischief-DV	5
Disputes-DV	1
Violation of orders	1
Order Service	2
Mental health referral	4
Threats/harassment	2
Suicidal subject	0
Death investigation	3- DOA
Homicide	0
Runaway/missing	1
Warrant arrests	33
CPS/APS investigation	1
Criminal trespass	1
Hit and run	0
Suspicious Circ	0
Fraud	1

**Year to Date:**

**208**



**AGENDA ITEM NO. 8A.**



**Agenda Bill No. 14-041**

**TO:** Mayor Guier and City Council Members  
**FROM:** Darcie Thach, Assistant Director Community Services  
**MEETING DATE:** March 10, 2014  
**SUBJECT:** \$500 Donation from South End Coalition

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

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**Previous Council Review Date:** March 3, 2014

**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. 8A.**

**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.**

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**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

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Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

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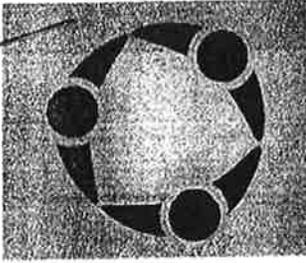
Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

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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,

A handwritten signature in black ink, appearing to read "Cindie Batterman".

Cindie Batterman, President

South End Coalition - C/O Cindie Batterman, President  
P.O. Box 1144 - Orting, WA 98360  
[www.SECOalition.com](http://www.SECOalition.com)



**AGENDA ITEM NO. 8B**



**Agenda Bill No. 14-032**

**TO:** Mayor Guier and City Council Members  
**FROM:** Governance Committee  
**MEETING DATE:** March 10, 2014  
**SUBJECT:** Professional Legal Services

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

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**Previous Council Review Date:** February 18, 2014, March 3, 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 representation. To enable the Finance Director to appropriately budget funds for legal services, the legal contract will be from January 1 to December 31, with contract review commencing in September.

Once approved, an RFP will be issued and accepted for a 14-day time period. The Committee would like the new legal services to begin upon confirmation by the council.

**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:**



**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 January 1 to December 31:

**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 two 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

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Leanne Guier, Mayor

ATTEST:

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Amy Stevenson-Ness, City Clerk

Approved as to Form:

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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 upon Council confirmation through December 31, 2015.

A summary of the scope of services, minimum qualifications, and proposal requirements are available from the City Clerk's Office, 100 3<sup>rd</sup> Avenue SE, Pacific, WA 98047, on the city's website at [www.cityofpacific.com](http://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 upon Council confirmation through December 31, 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, Monday, March 31, 2014 to:

Amy Stevenson-Ness, City Clerk  
City of Pacific  
100 3<sup>rd</sup> 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](mailto: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 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.



**TO:** Mayor Guier and City Council Members  
**FROM:** Amy Stevenson-Ness, City Clerk  
**MEETING DATE:** March 10, 2014  
**SUBJECT:** I-Net Contract with King County Institutional Network

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

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**Previous Council Review Date:** **March 10, 2014**

**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. 8C**

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:** As there are no substantive changes to the contract, adoption is recommended.

**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 10<sup>th</sup> 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 5<sup>th</sup> Avenue, Suite 600, Seattle, WA (hereinafter "County") and City of Pacific, with its principal place of business at 100 3<sup>rd</sup> 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:

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## 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 <sup>rd</sup> Ave SE	Pacific	Amy Stevenson-Ness		Federal Way	Kitchenette	\$375.00
Silver Support	7046	City of Pacific	100 3 <sup>rd</sup> 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	
<b>Total Non-Recurring Costs</b>		<b>\$N/A</b>

**\* 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: <a href="mailto:darryl.hunt@kingcounty.gov">darryl.hunt@kingcounty.gov</a>	Primary Contact: Amy Stevenson-Ness, City Clerk 100 3 <sup>rd</sup> Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: <a href="mailto:astevenson-ness@ci.pacific.wa.us">astevenson-ness@ci.pacific.wa.us</a>
I-Net Technical Contact: Ed McPherson, I-Net Architect 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: (206) 263-7938 Email: <a href="mailto:ed.McPherson@kingcounty.gov">ed.McPherson@kingcounty.gov</a>	Technical Contact: Scott Kolzow, City of Auburn IT 100 3 <sup>rd</sup> Avenue SE, City of Pacific, WA 98047 Phone: 253-804-5088 E-mail: <a href="mailto:skolzow@auburnwa.gov">skolzow@auburnwa.gov</a>
Invoicing/Payments: Ashley Byrd, Project Program Mgr 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7894 E-mail: <a href="mailto:ashley.byrd@kingcounty.gov">ashley.byrd@kingcounty.gov</a>	Finance Contact: Richard Gould, Finance Director 100 3 <sup>rd</sup> Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: <a href="mailto:rgould@ci.pacific.wa.us">rgould@ci.pacific.wa.us</a>
Contracts/Amendments: Marilyn Pritchard, Sr. IT Contracts Specialist 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7961 E-mail: <a href="mailto:marilyn.pritchard@kingcounty.gov">marilyn.pritchard@kingcounty.gov</a>	Contracts Contact: Amy Stevenson-Ness, City Clerk 100 3 <sup>rd</sup> Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: <a href="mailto:astevenson-ness@ci.pacific.wa.us">astevenson-ness@ci.pacific.wa.us</a>
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)

PTP BW	Port MRC	BW MRC	Total MRC
<b>10 Gb Capable CPE</b>			
10,000	\$100	\$2,270	\$2,370
9,000	\$100	\$2,183	\$2,283
8,000	\$100	\$2,096	\$2,196
7,000	\$100	\$2,009	\$2,109
6,000	\$100	\$1,922	\$2,022
5,000	\$100	\$1,835	\$1,935
4,000	\$100	\$1,748	\$1,848
3,000	\$100	\$1,661	\$1,761
2,000	\$100	\$1,574	\$1,674
1,000	\$100	\$1,487	\$1,587
<b>1 Gb Capable CPE</b>			
1,000	\$50	\$1,400	\$1,450
900	\$50	\$1,257	\$1,307
800	\$50	\$1,210	\$1,260
700	\$50	\$1,162	\$1,212
600	\$50	\$1,114	\$1,164
500	\$50	\$1,067	\$1,117
400	\$50	\$1,019	\$1,069
300	\$50	\$971	\$1,021
200	\$50	\$924	\$974
100	\$50	\$876	\$926

### Determining monthly Costs for I-Net Services

<http://www.kingcounty.gov/inet>

Additional Services	Unit	Cost
T1 Lines	2 PTP T1s	\$119.00
IP Addresses	Block of 16	\$64.00
P-T-P Internet & Bandwidth	See BW rate table	See BW rate table
Enhanced Customer NOC Service	MRC	\$147.00
QoS (Best effort Voice, Data, Video)	Call for rate	Call for rate
Enhanced (Encryption) Security	Call for rate	Call for rate
Additional EVC	each	\$30
IGN Connection	MRC	\$128
Bandwidth Surging	Call for rate	Call for rate

Contract Services	Unit	Cost
Engineering, Consulting, Troubleshooting	Hourly	\$150.00
<small>(includes travel)</small>		
Project Management	By project	15% of project

Equipment Provisioning	Unit	Cost
1 Gb CPE	each	\$1,500.00
10 Gb CPE	each	\$3,100.00
Hardware Installation & service	per unit	\$400.00

### Technical Support Packages

Description	Platinum	Gold	Silver	Bronze
Support service	\$100.00	\$75.00	\$50.00	n/a
IPv4 Addresses	32	16	8	3
EVC (1 add'l)	included	optional	optional	n/a
IGN Connection	included	included	included	n/a
QoS (4 CoS)	included	included	best effort	best effort
Tech Support	24x7x365	24x7x365	24x7x365	8x5
Equip Maint	included	included	included	included
DNS Mgmt	included	included	included	included

### Internet Bandwidth (ISP)

ISP BW	Port MRC	BW MRC	Total MRC
<b>1 Gb Capable CPE</b>			
1,000	\$50	\$2,000	call for rates
900	\$50	\$1,850	call for rates
800	\$50	\$1,700	call for rates
700	\$50	\$1,500	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](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](mailto:inetops@kingcounty.gov).

## Attachment N – Data Center Services Rate Card

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

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

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

\* 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

<b>Managed Systems Service</b>	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. 8D**



**Agenda Bill No. 14-044**

**TO:** Mayor Guier and City Council Members  
**FROM:** Ken Barnett  
**MEETING DATE:** 3-10-14  
**SUBJECT:** Decant agreement with The City of Auburn

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**ATTACHMENTS:** Resolution No. 2014-123  
Decant Agreement

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**Previous Council Review Date:** Council 3-3-14, 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 vector 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 2014-123 Authorizing the Mayor to sign the decant agreement with the City of Auburn.

**Budget Impact:** Cost for decant of vector 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. 8D**

**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, City Clerk

Approved as to Form

\_\_\_\_\_  
City Attorney

FILED WITH THE CITY CLERK: 02.26.14  
PASSED BY THE CITY COUNCIL: 03.10.14  
EFFECTIVE DATE: 03.10.14  
RESOLUTION NO. 2014-123



**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 3<sup>rd</sup> day of February 2014.

**CITY OF PACIFIC**

\_\_\_\_\_  
Leanne Guier, Mayor  
100 3<sup>rd</sup> 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. 8E**



**Agenda Bill No. 14-045**

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

**FROM:** Public Works

**MEETING DATE:** 3-10-14

**SUBJECT:** Equipment Trailer Purchase

---

**ATTACHMENTS: Resolution No 2014-124  
Quote**

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**Previous Council Review Date: PW Committee 1-8-14, Finance Committee 1-14-14,  
Council Workshop 03-03-14**

**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**



**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, City Clerk

Approved as to Form

\_\_\_\_\_  
City Attorney

FILED WITH THE CITY CLERK: 02.26.14  
PASSED BY THE CITY COUNCIL: 03.10.14  
EFFECTIVE DATE: 03.10.14  
RESOLUTION NO. 2014-124





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

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

**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)
<b>Balance Due</b>	<b>\$ 6,568.26</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Quote Id: 9256036

Customer: CITY OF PACIFIC PUBLIC WORKS

<b>PJ EQUIPMENT TRAILER 16X4 HYDRAULIC TILT TRAILER</b>				
Hours: 0				
Stock Number:				
				<b>Selling Price</b>
				\$ 6,037.00
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
1000	14,000 K TRAILER 4' STATIONARY DECK 16' TILT DECK	1	\$ 5,899.00	\$ 5,899.00
<b>Dealer Attachments</b>				
1000	TRAILER LICENCEING	1	\$ 138.00	\$ 138.00
<b>Dealer Attachments Total</b>				<b>\$ 138.00</b>
<b>Suggested Price</b>				<b>\$ 6,037.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ 6,037.00</b>

[Back to agenda bill](#)

**AGENDA ITEM NO. 8F**



**Agenda Bill No. 14-048**

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

**FROM:** Public Works

**MEETING DATE:** 3-10-14

**SUBJECT:** Mini Excavator

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**ATTACHMENTS:** Resolution No. 2014-127  
Quote

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**Previous Council Review Date:** PW Committee 1-8-14, Finance Committee 1-14-14,  
Council Workshop 3-3-14

**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: 02.26.14  
PASSED BY THE CITY COUNCIL: 03.10.14  
EFFECTIVE DATE: 03.10.14  
RESOLUTION NO. 14-127





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.



**JOHN DEERE**

**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

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

**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)
<b>Balance Due</b>	<b>\$ 77,685.79</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Quote Id: 9252957

Customer: CITY OF PACIFIC PUBLIC WORKS

<b>2014 YANMAR vio55-6aQ</b>				
<b>Hours: 0</b>				
<b>Stock Number:</b>				
				<b>Selling Price</b>
				\$ 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
<b>Standard Options - Per Unit</b>				
1000	60" clean out bucket	1	\$ 1,970.00	\$ 1,970.00
1002	hyd thumb installed	1	\$ 3,220.00	\$ 3,220.00
	<b>Standard Options Total</b>			<b>\$ 5,190.00</b>
<b>Dealer Attachments</b>				
1000	hyd thumb and relief valves install	1	\$ 350.00	\$ 350.00
1005	pdi	1	\$ 250.00	\$ 250.00
	<b>Dealer Attachments Total</b>			<b>\$ 600.00</b>
	<b>Suggested Price</b>			<b>\$ 93,916.00</b>
<b>Customer Discounts</b>				
	<b>Customer Discounts Total</b>		<b>\$ -22,513.62</b>	<b>\$ -22,513.62</b>
<b>Total Selling Price</b>				<b>\$ 71,402.38</b>



# 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

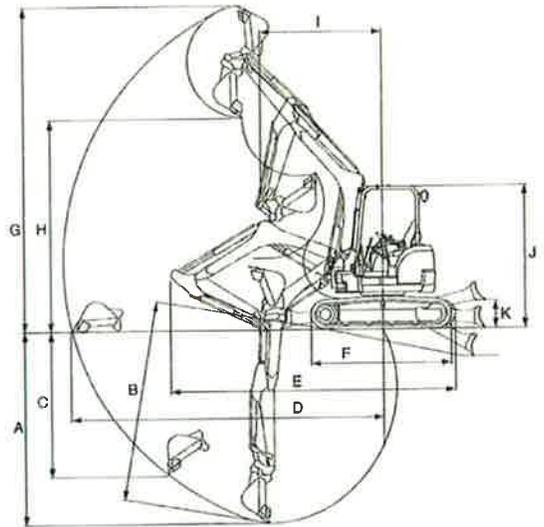
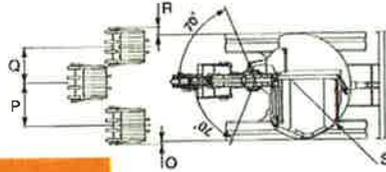
ANGLED CRAWLER FRAME REDUCES FOREIGN MATTER BUILD-UP

TRAVELING ALARM SIGNALS WHEN MACHINE IS MOVED

OPTIONAL ENCLOSED CAB WITH HEAT & A/C

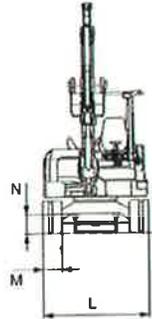


# Vi055-6A



## Dimensions - Vi055-6A

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



## Specifications

Model			Vi055-6A	
Type			Canopy	Cabin
<b>Operating Weight</b>	Rubber Track	lbs (kg)	11808 (5355)	12203 (5535)
	Steel Track	lbs (kg)	11872 (5385)	12269 (5565)
<b>Engine</b>	Type	-	Water-cooled 4-cycle diesel	
	Model	-	YANMAR 4TNV88-PBV	
	Output	HP (kW)/rpm	47.6 (35.5) / 2400	
<b>Performance</b>	Max Digging Force, Bucket / Arm	lbs (kN)	7464 (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°	
<b>Ground Contact Pressure</b>	Rubber Track	PSI (kPa)	4.24 (29.2)	4.38 (30.2)
	Steel Track	PSI (kPa)	4.31 (29.7)	4.45 (30.7)
<b>Hydraulic System</b>	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)	
<b>Undercarriage</b>	Track Type	-	Rubber or Steel	
<b>Blade Dimensions</b>	Width x Height	ft-in (mm)	6'6" x 14" (1970 x 400)	
<b>Fuel tank capacity</b>		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

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

## Hydraulic PTO

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

## 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 (860)	*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 (1760)		1455 (660)	2204 (1000)	*3791 (1720)		1300 (590)	1962 (890)	*3615 (1640)	
39.4 (1000)	*2645 (1200)	*3439 (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)	1609 (730)	1940 (880)	2910 (1320)	4816 (2230)	1455 (660)	1785 (810)	2601 (1180)	4475 (2030)
-78.7 (-2000)	*2623 (1190)		*3902 (1770)		2204 (1000)		2932 (1330)		2072 (940)		2623 (1190)	

\* Rated Hydraulic lift capacity

**AGENDA ITEM NO. 8G**



**AGENDA BILL NO. 14-047**

**TO:** Mayor Guier and City Council Members  
**FROM:** Jim Morgan  
**MEETING DATE:** March 10, 2014  
**SUBJECT:** Olympic Environmental Resources Agreement

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**ATTACHMENTS:** Agreement

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**Previous Council Review Date: 03-03-10 Workshop**

**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.



**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

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

---

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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KEN LUCE, CITY ATTORNEY

FILED WITH THE CITY CLERK: 02.26.14  
PASSED BY THE CITY COUNCIL: 03.10.14  
EFFECTIVE DATE: 03.10.14  
RESOLUTION NO: 2014-126



## *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

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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. 8H**



**Agenda Bill No. 14-146**

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** March 10, 2014  
**SUBJECT:** Gordon Pacific, LLC Developer Agreement

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**ATTACHMENTS:** Resolution No. 2014-125  
Agreement

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**Previous Council Review Date:** Public Works Committee 12/4/13, Council Workshop 03/03/14

**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. 8H**

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.**

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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

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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KEN LUCE, CITY ATTORNEY

FILED WITH THE CITY CLERK: 02.26.14  
PASSED BY THE CITY COUNCIL: 03.10.14  
EFFECTIVE DATE: 03.10.14  
RESOLUTION NO: 2014-125

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**

<b>Grantors</b>	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
<b>Grantees</b>	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
<b>Legal Description (abbreviated)</b>	
<b>Assessor's Tax Parcel ID No.</b>	
<b>Reference Nos. of Related Documents</b>	

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 - 3<sup>rd</sup> 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:**

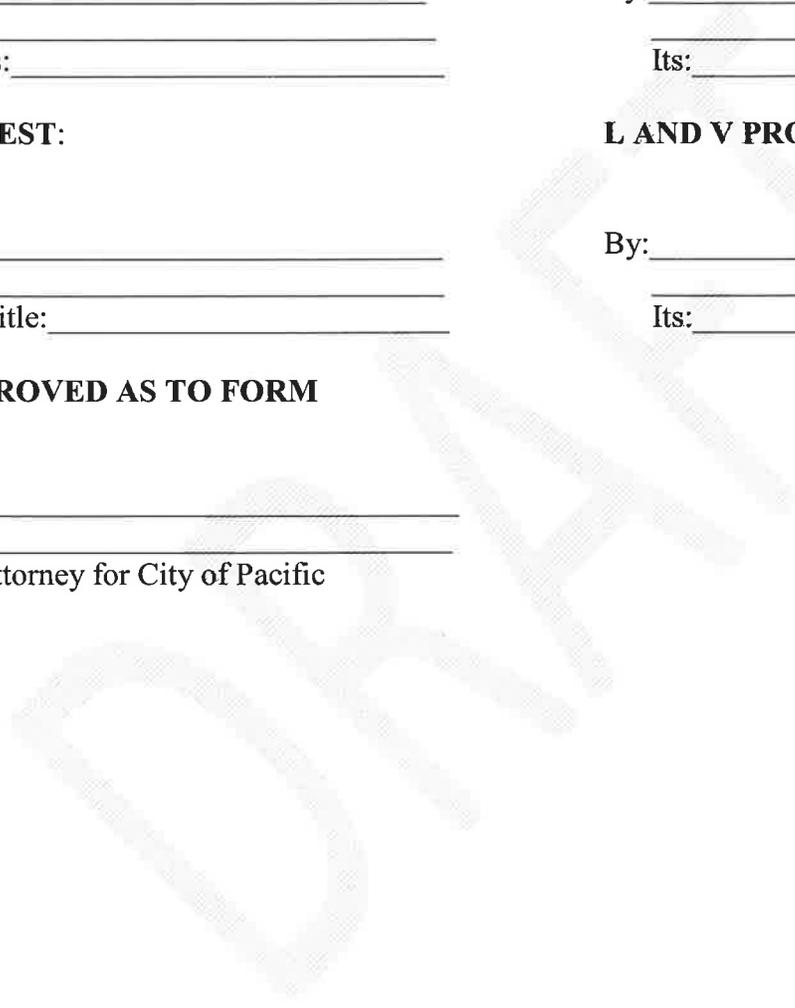
**L AND V PROPERTIES LLC**

By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
\_\_\_\_\_  
Attorney for City of Pacific







**EXHIBIT A**

DRAFT

**EXHIBIT B**

DRAFT

**EXHIBIT C**

DRAFT



**AGENDA ITEM NO. 8I**



**Agenda Bill No. 14-049**

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** March 10, 2014  
**SUBJECT:** Street Assessment Reimbursement Agreements

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**ATTACHMENTS:** Ordinance 2014 - 1858

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**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.



CITY OF PACIFIC  
WASHINGTON

ORDINANCE NO. 2014- 1858

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON CREATING PACIFIC MUNICIPAL CODE CHAPTER 13.24 RELATING TO STREET ASSESSMENT REIMBURSEMENT AGREEMENTS FOR TRANSPORTATION SYSTEM IMPROVEMENTS**

**WHEREAS** the City of Pacific provides operates and maintains a transportation network for use by its residents and businesses; and

**WHEREAS** from time to time the City desires to extend and /or improve the transportation network without developer induced participation and therefore needs to establish procedures for recouping the costs associated with the initial City investment; and

**WHEREAS** it would be in the interest of efficiency and effectiveness for the City of Pacific to make certain amendments to Pacific Municipal Code (PMC) Title 13, by creating Pacific Municipal Code Chapter 13.24,

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

**(new language denoted in bold)**

Section 1. PMC 13.24 "**STREET ASSESSMENTS REIMBURSEMENT AGREEMENTS**" is hereby created as follows:

**STREET ASSESSMENTS REIMBURSEMENT AGREEMENTS**

Sections:

<b>13.10.010</b>	<b>Purpose</b>
<b>13.24.020</b>	<b>Authorization.</b>
<b>13.24.030</b>	<b>Application - Contents.</b>
<b>13.24.040</b>	<b>Notice to property owners</b>
<b>13.24.050</b>	<b>City council action.</b>
<b>13.24.060</b>	<b>Contract execution and recording.</b>
<b>13.24.070</b>	<b>Timing and method of payment.</b>
<b>13.24.080</b>	<b>City financing of improvement projects.</b>

**13.24.010 Purpose.**

This chapter is intended to implement and thereby make available to the public the provisions of Chapter 35.72 RCW, Contracts for Street Projects, as the same now exists or may hereafter be amended.

**13.24.020 Authorization.**

Any owner of real estate who is required to construct or improve street projects as a result of any provision of this code as a prerequisite to further development may make application to the public works director for the establishment by contract of an assessment reimbursement area as provided by state law. Chapters 16.16 and 19.20 PMC constitute ordinances of the city requiring certain street projects as a prerequisite to further property development.

**13.24.030 Application – Contents.**

Every application for the establishment of an assessment reimbursement area shall include the following items:

- A. Detailed construction plans and drawings of the entire street project, the costs of which are to be borne by the assessment reimbursement area, prepared and stamped by a registered civil engineer;**

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

**B. Itemization of all costs of the street project including, but not limited to, design, grading, paving, installation of curbs, gutters, storm drainage, sidewalks, street lights, engineering, construction, property acquisition and contract administration;**

**C. A map and legal description identifying the proposed boundaries of the assessment reimbursement area and each separately owned parcel within the area. Such map shall identify the location of the street project in relation to the parcels of property in such area;**

**D. A proposed assessment reimbursement roll stating the proposed assessment for each separate parcel of property within the proposed assessment reimbursement area as determined by apportioning the total project cost on the basis of the benefit of the project to each parcel of property within said area;**

**E. A complete list of record owners of property within the proposed assessment reimbursement area certified as complete and accurate by the applicant and which states names and mailing addresses for each such owner;**

**F. Envelopes addressed to each of the record owners of property at the address shown on the tax rolls of the county treasurer within the assessment reimbursement area who has not contributed a pro rata share of such costs as based on the benefit to the property owner from such project. Proper postage for registered mail shall be affixed or provided;**

**G. Copies of executed deeds and/or easements in which the applicant is the grantee for all property necessary for the installation of such street project;**

**H. Application Fees. The applicant for street reimbursement agreements as provided for in Chapter 13.24 PMC shall reimburse the city for the full administrative and professional costs of reviewing and processing such application and of preparing the agreement. At the time of application a minimum fee and deposit, as listed in the currently adopted fee schedule, shall be deposited with the city and credited against the actual costs incurred. The applicant shall reimburse the city for such costs before the agreement is recorded.**

#### **13.24.040 Notice to property owners.**

**Prior to the execution of any contract with the city establishing an assessment reimbursement area, the public works director shall mail, via registered mail, a notice to all record property owners within the assessment reimbursement area as determined by the city on the basis of information and materials supplied by the applicant, stating the preliminary boundaries of such area and assessments along with substantially the following statement:**

**As a property owner within the Assessment Reimbursement Area whose preliminary boundaries are enclosed with this notice, you or your heirs and assigns may be obligated to pay under certain circumstances, a pro rata share of construction and contract administration costs of a certain street project that has been preliminarily determined to benefit your property. The proposed amount of such pro rata share or assessment is also enclosed with this notice. You, or your heirs and assigns, may have to pay such share, if any development permits are issued for development on your property within \_\_\_\_\_ (\_\_\_\_) years of the date a contract establishing such area is recorded with the King County and/or Pierce County department of records provided such development would have required similar street improvements for approval. You have a right to object to your property's assessment and request a hearing before the Pacific city council within 20 days of the date of this notice. All such requests must be in writing and filed with the city clerk. After such contract is recorded it shall be binding on all owners of record within the assessment area who are not a party to the contract. Dated:**

\_\_\_\_\_.

#### **13.24.050 City council action.**

**If the owner of any property within the proposed assessment reimbursement area requests a hearing, notice of such shall be given to all affected property owners in addition to the regular notice requirements specified by this code. Cost of this notice shall be borne by the applicant. At**

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

the hearing the city council shall take testimony from affected property owners and make a final determination of the area boundaries, the amount of assessments, length of time for which reimbursement shall be required and shall authorize the execution of appropriate documents. If no hearing is requested, the council may consider and take final action on these matters at any public meeting held more than 20 days after notice was mailed to the affected property owners.

**13.24.060 Contract Execution and Recording.**

- A. Within 30 days of final city council approval of an assessment reimbursement agreement, the applicant shall execute and present such agreement for the signature of the appropriate city officials.**
- B. To be binding the agreement must be recorded with the King County and Pierce County departments of records within 30 days of the final execution of the agreement.**
- C. If the contract is so filed and recorded, it shall be binding on owners of record within the assessment area who are not party to the agreement..**

**13.24.070 Timing and method of payment.**

**Payment of the reimbursement assessment by the owner of the property benefitted, and included in the assessment area, shall be made prior to the issuance of a building permit for any new development on the property benefitted**

**13.24.080 City financing of improvement projects.**

**As an alternative to financing projects under Chapter 13.24 PMC solely by owners of real estate, the city may join in the financing of an improvement project and shall be reimbursed in the same manner as the owners of real estate who participate in the project, upon the passage of an ordinance specifying the conditions of the city's participation in such project. The city shall be reimbursed only for the costs of improvements that benefit that portion of the public who shall use the developments within the established assessment reimbursement area. No city costs for improvements that benefit the general public shall be reimbursed).**

Section 2. 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 3. 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 AT A REGULAR MEETING THEREOF ON THE \_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY OF PACIFIC

\_\_\_\_\_  
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
AMY STEVENSON-NISS, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
KEN LUCE, CITY ATTORNEY

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

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

**CITY OF PACIFIC****Agenda Bills**Agenda Item No. Consent Agenda 9AMeeting Date: March 10, 2014Claim Voucher & PayrollRichard GouldSubject: ApprovalPrepared by: Finance Director**Summary:**

Approval of Payroll for the period of February 16, 2014 through February 28, 2014; Claims Vouchers for February 25, 2014 through March 10, 2014.

Payroll Auto Deposit	\$ 59,292.87
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Payroll Ch#'s 4758 – 4760	\$ 1,708.21
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Claim Checks: #43107 – 43176	\$240,241.85
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EFT's	46,536.99
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Total Expenditures	\$ 347,779.92
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**Recommendation:** Approval of payment for Payroll and Claims

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

**Attachments:**

Check Registers and Payroll Expense itemization.

Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting on: 3/12/14

Council member: \_\_\_\_\_

Council member: \_\_\_\_\_

Council member: \_\_\_\_\_

Reviewed for Accuracy  
Finance Director: \_\_\_\_\_

Date: \_\_\_\_\_

Taxes and Benefits	91700.81
Payroll Checks	1708.21
Auto Deposit Payroll in the Amount of:	\$ 59292.87

Total Expenditures: \_\_\_\_\_

\$ 152,701.89

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

02/28/2014 To: 03/31/2014

Time: 09:33:37 Date: 03/05/2014

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1538	03/05/2014	Payroll	1	EFT		1,843.75	February 16 - 28th Payroll
1539	03/05/2014	Payroll	1	EFT		2,698.36	February 16 - 28th Payroll
1540	03/05/2014	Payroll	1	EFT		551.79	February 16 - 28th Payroll
1541	03/05/2014	Payroll	1	EFT		4,044.18	February 16 - 28th Payroll
1542	03/05/2014	Payroll	1	EFT		169.33	February 16 - 28th Payroll
1544	03/05/2014	Payroll	1	EFT		1,101.97	February 16 - 28th Payroll
1545	03/05/2014	Payroll	1	EFT		2,497.06	February 16 - 28th Payroll
1546	03/05/2014	Payroll	1	EFT		2,621.90	February 16 - 28th Payroll
1547	03/05/2014	Payroll	1	EFT		317.96	February 16 - 28th Payroll
1548	03/05/2014	Payroll	1	EFT		715.02	February 16 - 28th Payroll
1549	03/05/2014	Payroll	1	EFT		2,674.55	February 16 - 28th Payroll
1551	03/05/2014	Payroll	1	EFT		91.50	February 16 - 28th Payroll
1552	03/05/2014	Payroll	1	EFT		92.10	February 16 - 28th Payroll
1553	03/05/2014	Payroll	1	EFT		2,640.83	February 16 - 28th Payroll
1554	03/05/2014	Payroll	1	EFT		81.50	February 16 - 28th Payroll
1555	03/05/2014	Payroll	1	EFT		150.51	February 16 - 28th Payroll
1556	03/05/2014	Payroll	1	EFT		2,086.64	February 16 - 28th Payroll
1557	03/05/2014	Payroll	1	EFT		3,084.13	February 16 - 28th Payroll
1558	03/05/2014	Payroll	1	EFT		2,053.89	February 16 - 28th Payroll
1559	03/05/2014	Payroll	1	EFT		1,424.20	February 16 - 28th Payroll
1560	03/05/2014	Payroll	1	EFT		2,351.59	February 16 - 28th Payroll
1561	03/05/2014	Payroll	1	EFT		933.26	February 16 - 28th Payroll
1562	03/05/2014	Payroll	1	EFT		92.10	February 16 - 28th Payroll
1563	03/05/2014	Payroll	1	EFT		110.30	February 16 - 28th Payroll
1564	03/05/2014	Payroll	1	EFT		1,597.80	February 16 - 28th Payroll
1565	03/05/2014	Payroll	1	EFT		1,654.43	February 16 - 28th Payroll
1566	03/05/2014	Payroll	1	EFT		1,937.34	February 16 - 28th Payroll
1567	03/05/2014	Payroll	1	EFT		338.80	February 16 - 28th Payroll
1568	03/05/2014	Payroll	1	EFT		1,401.76	February 16 - 28th Payroll
1569	03/05/2014	Payroll	1	EFT		2,216.49	February 16 - 28th Payroll
1570	03/05/2014	Payroll	1	EFT		1,669.99	February 16 - 28th Payroll
1572	03/05/2014	Payroll	1	EFT		2,650.64	February 16 - 28th Payroll
1573	03/05/2014	Payroll	1	EFT		1,697.75	February 16 - 28th Payroll
1574	03/05/2014	Payroll	1	EFT		1,267.37	February 16 - 28th Payroll
1575	03/05/2014	Payroll	1	EFT		1,667.89	February 16 - 28th Payroll
1576	03/05/2014	Payroll	1	EFT		92.10	February 16 - 28th Payroll
1577	03/05/2014	Payroll	1	EFT		2,683.01	February 16 - 28th Payroll
1578	03/05/2014	Payroll	1	EFT		1,419.50	February 16 - 28th Payroll
1579	03/05/2014	Payroll	1	EFT		1,355.33	February 16 - 28th Payroll
1580	03/05/2014	Payroll	1	EFT		1,214.25	February 16 - 28th Payroll
1609	03/10/2014	Payroll	1	EFT	INTERNAL REVENUE SERVICE	23,580.96	941 Deposit For 03/05/2014 - 03/05/2014
1611	03/10/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	22,866.03	02/20/2014 To 02/20/2014 - PERS 2; 02/20/2014 To 02/20/2014 - PERS 3; 02/20/2014 To 02/20/2014 - LEOFF 2; 02/11/2014 To 02/11/2014 - PERS 2; 03/05/2014 To 03/05/2014 - PERS 2; 03/05/2014 To 03/05/2014
1543	03/05/2014	Payroll	1	4765		1,524.01	February 16 - 28th Payroll
1550	03/05/2014	Payroll	1	4766		92.10	February 16 - 28th Payroll
1571	03/05/2014	Payroll	1	4767		92.10	February 16 - 28th Payroll

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

02/28/2014 To: 03/31/2014

Time: 09:33:37 Date: 03/05/2014  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1612	03/10/2014	Payroll	1	43111	AFLAC	539.19	02/20/2014 To 02/20/2014 - AFLAC ACC Pre; 02/20/2014 To 02/20/2014 - AFLAC CAN Pre; 02/20/2014 To 02/20/2014 - AFLAC STD Post; 02/20/2014 To 02/20/2014 - AFLAC PSI Pre; 02/20/2014 To 02/20/2014 - AFL
1617	03/10/2014	Payroll	1	43116	AMERICAN LEGAL SERVICES	50.68	02/20/2014 To 02/20/2014 - Legal Fee; 03/05/2014 To 03/05/2014 - Legal Fee
1619	03/10/2014	Payroll	1	43118	ASSOC OF WASHINGTON CITIES	4,314.59	02/20/2014 To 02/20/2014 - Medical - Directors; 02/20/2014 To 02/20/2014 - LTD; 03/05/2014 To 03/05/2014 - Medical - Directors; 03/05/2014 To 03/05/2014 - LTD
1631	03/10/2014	Payroll	1	43130	DAVID M. HOWE, TRUSTEE	1,347.94	03/05/2014 To 03/05/2014 - Garnish
1653	03/10/2014	Payroll	1	43152	NW ADMIN TRANSFER ACCOUNT	35,611.65	02/20/2014 To 02/20/2014 - Medical - Police; 02/20/2014 To 02/20/2014 - Medical- Clerical Union; 03/05/2014 To 03/05/2014 - Medical - Police; 03/05/2014 To 03/05/2014 - Medical- Clerical Union; Jack F
1669	03/10/2014	Payroll	1	43168	TEAMSTERS LOCAL 117	1,545.40	02/20/2014 To 02/20/2014 - Union Dues; 02/20/2014 To 02/20/2014 - Initiation Fees; 02/11/2014 To 02/11/2014 - Union Dues; 03/05/2014 To 03/05/2014 - Union Dues; 03/05/2014 To 03/05/2014 - Initiation F
1672	03/10/2014	Payroll	1	43171	WA STATE SUPPORT REGISTRY	125.00	03/05/2014 To 03/05/2014 - Child Support
1675	03/10/2014	Payroll	1	43174	WESTERN CONFERENCE OF TEAMSTERS PENSION	1,719.37	02/20/2014 To 02/20/2014 - Union Pension; 02/11/2014 To 02/11/2014 - Union Pension; 03/05/2014 To 03/05/2014 - Union Pension
001 General Fund						102,678.12	
003 Community Services Senior						6,943.58	
004 Youth Services/Center						2,979.57	
005 Parks						2,793.99	
101 Street						5,913.18	
401 Water						14,262.39	
402 Sewer						9,152.28	
409 Storm						7,978.78	
						152,701.89	Payroll: 152,701.89

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

02/28/2014 To: 03/31/2014

Time: 09:32:39 Date: 03/05/2014  
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1678	03/10/2014	Claims	1	43177	SAMANTHA ZINSLI	100.00	Employee Overpaid On Union Dues
		001 General Fund				30,009.69	
		003 Community Services Senior				826.72	
		004 Youth Services/Center				4,943.31	
		022 Criminal Justice				66,098.31	
		098 General Fund Equipment Reserve				440.19	
		101 Street				1,449.01	
		301 Stewart/8th St Corridor				760.15	
		308 Valentine Road Project				13,803.25	
		310 Stewart/Thornton Ave Rd Projec				57,205.50	
		401 Water				1,840.90	
		402 Sewer				1,634.43	
		409 Storm				16,066.57	
						<u>195,078.03</u>	Claims: 195,078.03

## Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting on: 3/10/14

Council member: \_\_\_\_\_

Council member: \_\_\_\_\_

Council member: \_\_\_\_\_

Reviewed for Accuracy:

Finance Director: \_\_\_\_\_

Date: \_\_\_\_\_

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

02/28/2014 To: 03/31/2014

Time: 09:32:39 Date: 03/05/2014

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1610	03/10/2014	Claims	1	EFT	WA ST DEPT OF LICENSING	90.00	CPL's PF000180 Thru PF000184
1503	02/28/2014	Claims	1	43107	BULL'S EYE SHOOTER SUPPLY, LLC	11,661.90	Handgun Purchases
1504	02/28/2014	Claims	1	43108	CITY OF PACIFIC	74.68	Utility Bills
1521	03/03/2014	Claims	1	43109	MICHEL BOS	118.00	Meal Per Diem
1522	03/03/2014	Claims	1	43110	JOHN CALKINS	118.00	Meal Per Diem
1613	03/10/2014	Claims	1	43112	AHBL INC	28,745.28	NW Cascade Cu-13-001 Civil Engineering; Amerigas Pacific Facility - Civil Engineering; NW Cascade CU-13-001; Government Canal SEPA - Land Use Planning; West Valley Hwy; Stormwater Retrofit & LID Grant
1614	03/10/2014	Claims	1	43113	AHBL, Inc.	1,353.19	Stewart Rd SEPA Review
1615	03/10/2014	Claims	1	43114	ALLWEST UNDERGROUND INC	73.97	Pipe Plugs
1616	03/10/2014	Claims	1	43115	ALPINE PRODUCTS INC	1,409.27	Decals, Custom City Logo, Signs; Speed Limit Signs
1618	03/10/2014	Claims	1	43117	APPLIED CONCEPTS INC	16,636.62	Radar Trailer
1620	03/10/2014	Claims	1	43119	CITY OF AUBURN	1,000.00	2014 WSP Access
1621	03/10/2014	Claims	1	43120	Auburn Mechanical	4,058.07	Water Heater Installation
1622	03/10/2014	Claims	1	43121	KEN BARNETT	155.38	Work Clothes Reimbursement
1623	03/10/2014	Claims	1	43122	GAIL BENNETT	300.00	Civil Service & Planning Commission Secretary Serv
1624	03/10/2014	Claims	1	43123	BFH CONSULTING	2,150.00	Accreditation Program
1625	03/10/2014	Claims	1	43124	BLUMENTHAL UNIFORMS	169.64	Uniform; Uniform
1626	03/10/2014	Claims	1	43125	CENTURY MANUFACTURING	254.96	Chuck Hole Filler
1627	03/10/2014	Claims	1	43126	CENTURLINK	1,151.06	Phone Services
1628	03/10/2014	Claims	1	43127	CENTURLINK	47.32	Phone Service
1629	03/10/2014	Claims	1	43128	CONFEDERATE TRIBES OF THE CHEHALIS RESER	1,574.45	Inmate Housing
1630	03/10/2014	Claims	1	43129	COPIERS NORTHWEST INC	1,232.73	Copy Fees; Copy & Lease Fees
1632	03/10/2014	Claims	1	43131	JULIA DAVIDOV	131.72	Interpreter
1633	03/10/2014	Claims	1	43132	DMCMA, KELLEY MARTIN	25.00	Training April 18
1634	03/10/2014	Claims	1	43133	FERGUSON ENTERPRISES, INC.	55.82	14 Raptor Os Alum Pipe Wrnch
1635	03/10/2014	Claims	1	43134	FORMSOURCE INC	582.86	Forms For Court
1636	03/10/2014	Claims	1	43135	GENERATOR SERVICES NW LLC	492.75	LS Thornton Ave Kohler Generator
1637	03/10/2014	Claims	1	43136	GOSNEY MOTOR PARTS INC	23.44	Heater Valve
1638	03/10/2014	Claims	1	43137	RICHARD GOULD	45.96	Reimb Network & Electrical Outputs
1639	03/10/2014	Claims	1	43138	H D FOWLER CO INC	473.02	14" Alum Offset Wrench; Rubber Meter Gasket; Coupling Fernco 8" Conc; 8" Ci Coupling; Sewer Pipe; Gasket
1640	03/10/2014	Claims	1	43139	INTERCOM LANGUAGE SERVICES	200.00	Spanish Interpreter; Spanish Interpreter
1641	03/10/2014	Claims	1	43140	ISSAQUAH POLICE	360.00	Jail Services December 2013
1642	03/10/2014	Claims	1	43141	KELLER SUPPLY COMPANY	27.38	Dbl Tissue Holder
1643	03/10/2014	Claims	1	43142	KIMBALL MIDWEST	558.52	Small Tools Supply

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

02/28/2014 To: 03/31/2014

Time: 09:32:39 Date: 03/05/2014  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1644	03/10/2014	Claims	1	43143	KING COUNTY DIRECTORS' ASSOC	272.10	Labels, Self Adhesives; Brown Bags; Return Case Wiper Roll; Case Liner, Towels; Wipes; File Folders; Seals; Ruled Pad; Manila Folders; Batteries; Toilet Seat Covers
1645	03/10/2014	Claims	1	43144	ATTN: LINDA BRUCE KING COUNTY FINANCE AND BUSINESS	820.43	Install/Shop Tech Labor; Tested And Aligned Radio; 4 Antenna's; 2 Microphones; Tested & Aligned Radio; Install/Shop Tech Labor; MTS Control Flex
1646	03/10/2014	Claims	1	43145	KING COUNTY FINANCE	420.03	Juvenile Detention Annual Cost
1647	03/10/2014	Claims	1	43146	KING COUNTY FINANCE	72.00	Lien Release
1648	03/10/2014	Claims	1	43147	LEADSONLINE, LLC	1,668.00	Total Track Service Package Renewal
1649	03/10/2014	Claims	1	43148	LEXISNEXIS	93.08	2 Phone Searches; Contract Fee
1650	03/10/2014	Claims	1	43149	MOUNTAIN STATES NETWORKING	440.19	Wireless Access
1651	03/10/2014	Claims	1	43150	NOFFKE'S TOWING	82.05	Towing
1652	03/10/2014	Claims	1	43151	NW ADMIN TRANSFER ACCOUNT	1,156.38	Jack Futch Medical
1654	03/10/2014	Claims	1	43153	Northsound Auto Group	26,577.84	Vehicle Purchase
1655	03/10/2014	Claims	1	43154	PACIFIC OFFICE AUTOMATION	164.29	Canon Copier
1656	03/10/2014	Claims	1	43155	PETROCARD SYSTEMS INC	2,197.49	Fuel Charges
1657	03/10/2014	Claims	1	43156	HEATHER POLLOCK	100.00	Employee Over Paid On Union Dues
1658	03/10/2014	Claims	1	43157	CITY OF PUYALLUP	596.78	Jan 2014 Jail Services; Jan 2014 Medical Services
1659	03/10/2014	Claims	1	43158	RED WING SHOE STORE	173.71	Brown, WTPF Tech Shoe
1660	03/10/2014	Claims	1	43159	L STEPHEN ROCHON	2,820.00	Judge Services February 5, 6 And 19th
1661	03/10/2014	Claims	1	43160	MICHAEL RODRIGUEZ	130.00	CDL Reimbursement
1662	03/10/2014	Claims	1	43161	SCORE	13,320.00	January 2014 Inmate Days
1663	03/10/2014	Claims	1	43162	SHRED-IT USA INC.	113.73	Shredding Services; Shredding Services
1664	03/10/2014	Claims	1	43163	SKCDPH	1,616.00	Permit; Permit
1665	03/10/2014	Claims	1	43164	SKILLINGS CONNOLLY INC	54,372.51	Stewart Rd/Thornton Ave
1666	03/10/2014	Claims	1	43165	STAPLES BUSINESS ADVANTAGE	168.37	(2) Fans; Telephone Pad; Battery
1667	03/10/2014	Claims	1	43166	CITY OF SUMNER	5,398.00	Animal Control Non Shelter License Shortfall; Metro Animal Control Services Feb 2014; March 2014 Animal Services
1668	03/10/2014	Claims	1	43167	TACOMA SCREW PRODUCTS INC	214.42	Gloves; Safety Vest
1670	03/10/2014	Claims	1	43169	TOTAL AUTO CARE	1,703.69	Camshaft; Labor Install; Timing Set; Ignition Switch; Labor Install; Surpantine Belt
1671	03/10/2014	Claims	1	43170	WA STATE DEPT OF TRANSPORTATION	760.15	Sr 167 Stewart Rd Improvement
1673	03/10/2014	Claims	1	43172	TRENITY J WALKER	49.00	Mileage Reimbursement To Training Conf.
1674	03/10/2014	Claims	1	43173	WATER MANAGEMENT LAB INC	147.00	Water Quality Testing
1676	03/10/2014	Claims	1	43175	KRISTA C WHITE-SWAIN	2,500.00	Cases For Feb 2014
1677	03/10/2014	Claims	1	43176	WIDENER & ASSOCIATES	1,479.80	Biologist Services





## City Council Minutes

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**Workshop**  
**Tuesday, February 18, 2014**  
**6:30 p.m.**

### **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

Present: Council Members Hulsey, Kave, Knudtson, Steiger, Walker, and Mayor Guier

Absent: Council President Putnam and Mayor Pro Tem Jones,

### **STAFF PRESENT**

Acting Public Works Director Ken Barnett, Finance Director Richard Gould; Senior Services Assistant Director Darcie Thach, Planner Paula Wiech, and City Clerk Amy Stevenson-Ness

### **ADDITIONS TO/APPROVAL OF AGENDA**

Acting Public Works Director Ken Barnett added a discussion of the purchase of the Hatch Property at 310 2<sup>nd</sup> Avenue. The item was added as Item P.

The amended agenda was approved unanimously by Council.

### **AGENDA ITEMS**

#### **A. Discussion: AB 14-025 Waste Management Discussion**

Council Member Steiger reported that the Solid Waste Committee chose not to renew the current agreement but will renegotiate the contract. If nothing acceptable can be worked out, the city will go to bid.

#### **B. Discussion: AB 14-017: Resolution No. 14-111: Vending Machines**

Senior Services Assistant Director Darcie Thach advised Council that due to the cost of insurance that Council wanted added to the contract with Tummy Yummies, LLC, Elizabeth Perrin will not be placing vending machines at the Senior Center and City Hall.

**C. Discussion: AB 14-026: Park Board Appointment Discussion**

Mayor Guier invited applicant Gary Nitschke to introduce himself to council and provide anything he may think is necessary regarding his possible appointment to the Park Board.

Mr. Nitschke stated he has been encouraged by Park Board members to join the Board. He has lived in Pacific for 14 years and has done a lot of work in the parks as well as a lot of volunteer hours around town.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**D. Discussion: AB14-027: Comprehensive Plan Update Grant**

Planner Paula Wiech provided information to Council regarding the change of deliverables due dates.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**E. Discussion: AB 14-028: Resolution No. 14-112: Planning Commission Work Plan**

Ms. Wiech presented the Planning Commission 2014 work plan to Council and outlined the various requirements.

Direction by consensus of Council: Move resolution forward to the meeting on February 24, 2014.

**E1. Hatch property discussion:** Item was moved here on consensus of council.

Ms. Wiech provided details regarding the purchase of the property at 210 2<sup>nd</sup> Ave SW.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**F. Discussion: AB 14-029: Resolution No. 14-113: Pierce County Cost Sharing Interlocal Agreement regarding Stewart Road**

Acting Public Works Director Ken Barnett advised that Pierce County is willing to provide money to the City to do work on Stewart Road in the form of an agreement.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**G. Discussion: AB 14-030: Resolution No. 14-114: Surplus of Public Works Vehicle**

Director Barnett advised that a vehicle has been located and is seeking surplus of the Astro Van as a trade in.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**H. Discussion: AB 14-031: 2014 PCRC Dues**

City Clerk Amy Stevenson-Ness provided information to Council regarding the PCRC and stated the invoice for dues had been received.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**I. Discussion: AB 14-032: Resolution No. 14-115: Contract for Professional Legal Services**

Council Member Knudtson advised the Governance Committee met and agree that a new professional legal services contract is necessary and outlined what the city is looking for.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**J. Discussion: AB 14-033: Ordinance No. 14-1857 Parking of motorhomes, vacation trailers, camperettes, and all other vehicles not in daily use.**

Council Member Hulsey provided information regarding an ordinance to change the parking regulations for RVs.

Mayor suggested sending to public works committee.

Put committee together to discuss/look at ordinance

Bring back to governance committee to vet with public safety/public works/AWC and bring back to next workshop on 03/03/14

**K. Discussion: AB 14-034: Resolution No. 14-116: Retaining the services of Brian Harvey for accreditation purposes.**

Public Safety Director Calkins advised Council that Brian Harvey has assisted in bringing the Lexipol manual up to date.

Brian Harvey provided information on accreditation and how to meet standards;

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**L. Discussion: AB 14-035: Resolution No. 14-117: Acceptance of Moving Radar Grant Funds**

Public Safety Director Calkins advised that this is a reimbursement as the radar has already been purchased.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**M. Discussion: AB 14-036 Resolution No. 14-118: Purchase of Police Vehicle**

Public Safety Director Calkins provided information on vehicles available for purchase and advised Council that he can obtain a two-wheel drive vehicle for less than the original price quoted in December 2013.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**N. Discussion: AB 14-037: Resolution No. 14-119: Radar Trailer Purchase**

Public Safety Director Calkins provided information to Council regarding the purchase of a radar trailer.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

Director Calkins provided an update on the officer involved shooting incident that occurred on February 6, 2014.

**O. Discussion: AB 14-038: 2013 Year-End Financial Report**

Finance Director Richard Gould provided information to Council regarding the draft 2013 Year-end Financial Report.

Direction by consensus of Council: Move forward to the meeting on February 24, 2014.

**ADJOURN**

Council Member Walker adjourned the workshop at 8:40 p.m.

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Amy Stevenson-Ness, City Clerk

DRAFT