



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

April 7, 2014
Monday

Workshop
6:30 p.m.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL OF COUNCIL MEMBERS**
3. **ADDITIONS TO/APPROVAL OF AGENDA**
4. **DISCUSSION ITEMS**
 - A. **AB 14-056:** Waiver of park usage Fees for back to school event by Aggressive Ministries (Amy Stevenson-Ness) (5 min.)
 - B. **AB 14-057: Resolution No. 2014-134:** Interlocal Agreement with City of Auburn for IT Services (Richard Gould) (10 min.)
 - C. **AB14-058: Resolution No. 2014-135:** Agreement with Valley Regional Fire Authority for Lease of City Facilities (Council Member Walker/John Calkins) (10 min.)
 - D. **AB 14-059: Resolution No. 2014-136:** Authorizing the execution of an Agreement with Carol Morris, Morris Law, PC, for land use services. (Ken Barnett) (5 min.)
 - E. **AB 14-060:** Rate Increase from Waste Management (Ken Barnett) (5 min.)
 - F. **AB 14-061: Resolution No. 2014-137:** Setting a Public Hearing regarding revisions to the Pacific Municipal Code 20.72.050(F) concerning pervious parking. (Ken Barnett) (5 min.)
 - G. **AB 14-062: Resolution No 2014-138:** Gordon Possession and Use Agreement (Ken Barnett) (5 min.)
 - H. **AB 14-063: Resolution No. 2014-139:** Surplus on Flail Mower Deck (Ken Barnett) (5 min.)
 - I. **AB 14-064:** Filling Council Vacancy (Mayor Guier) (10 min.)
 - J. **AB 14-065:** Council Retreat (Mayor Guier) (10 min.)
5. **EXECUTIVE SESSION**
6. **ADJOURN**



Agenda Bill No. 14-056

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness
MEETING DATE: April 7, 2014
SUBJECT: Waiver of Park Usage Fees for Back to School Event by Aggressive Ministries

ATTACHMENTS: Park Site Reservation Application

Previous Council Review Date: N/A

Summary: Aggressive Ministries – Celebrate Recovery is requesting a waiver of usage fees for their Back to School event to be held in City Park on Saturday, August 16, 2014.

Recommendation/Action: Move forward for approval on April 14, 2014

Motion for Consideration: "I move to waive the usage fees for Aggressive Ministries for their Back to School Event to be held on August 16, 2014."

Budget Impact:

Alternatives:



Agenda Bill No. 14-057

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, Finance Director

MEETING DATE: April 07, 2014

SUBJECT: Resolution to approve the continuing Interlocal Agreement between the City of Pacific and the City of Auburn for Information Services Technology.

ATTACHMENTS: Resolution 2014-134
Proposed Interlocal Agreement for Information Services Technology

Previous Council Review Date: N/A

Summary: In September 2011, the City entered into an Interlocal Agreement with the City of Auburn for Information Services Technology. The initial ILA provided for two one-year contract extensions. Then in 2013 an amendment to the ILA was passed by Council which allows for the ILA to be extended through December 31, 2013, and provides for one additional extension. This ILA has been reviewed by the Technology Committee over two committee meetings on February 13, 2014 and March 24, 2014. Auburn City staff attended both of those meetings to answer questions and comments. This agreement must still be approved by the Auburn City Council as well.

Recommendation/Action: Staff recommends the Council move this item forward to the April 28, 2014, regular meeting for approval. Hopefully scheduling the meeting for the end of April will give the Auburn City Council the time necessary to review and approve this proposed ILA.

Motion for Consideration: I move to approve Resolution number 2014-134 allowing the Mayor to execute the (continuing) Interlocal Agreement between the City of Pacific and the City of Auburn for Information Services Technology.

Budget Impact: This has been budgeted for in the preparation of the 2014 budget. Should there be any increases, they will be adjusted for in the amended budget during 2014.

Alternatives:

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2014-134**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL
AGREEMENT BETWEEN THE CITY OF PACIFIC AND THE CITY OF AUBURN FOR
INFORMATION SERVICES TECHNOLOGY**

WHEREAS, in September 2011, the City Council entered into an Interlocal agreement with the City of Auburn for Information Technology (IT) services, providing for two one-year contract extensions; and

WHEREAS, in 2013 an amendment to the ILA was passed by Council which allows for the ILA to be extended through December 31, 2013, and provides for one additional extension; and

WHEREAS, the Technology Committee reviewed and amended the proposed updated Interlocal Agreement (ILA) and held discussion with City of Pacific and City of Auburn staff; and

WHEREAS, the Technology Committee directed City of Pacific staff to bring this ILA before the City Council; and

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

Section 1. Authorize the Mayor to execute the new Interlocal Agreement for Information Technology Services with the City of Auburn for a 36 month period (from January 1, 2014).

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON April 14, 2014.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Kenyon Luce, City Attorney

**CITY OF AUBURN – CITY OF PACIFIC
INTERLOCAL AGREEMENT FOR
INFORMATION SERVICES TECHNOLOGY**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of _____, 2014, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as “Auburn”), and the CITY OF PACIFIC, a municipal corporation of the State of Washington (hereinafter referred to as “Pacific”),

RECITALS:

1. Pacific seeks professional information technology (“IT”) services, and
2. Auburn has the requisite skills, resources and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties agree as follows:

1. SCOPE OF SERVICES

Auburn agrees to perform for Pacific, in a good and professional manner the tasks specific to support the City of Pacific described on Exhibit A which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a “task,” and collectively referred to as the “services.”) Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Pacific. Auburn shall perform the services described in Exhibit A which is attached hereto and by this reference made a part of this Agreement.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional IT services are required by Pacific or reduction in services are necessary beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Auburn has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Auburn’s performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where

the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which IT services other than those described on Exhibit A are desired by Pacific and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of Auburn's performance of the requested services. Auburn hereby agrees that it shall perform such services upon the request of an authorized representative of Pacific at a rate of compensation to be mutually negotiated in connection therewith. Any such additional IT services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

4. PACIFIC'S RESPONSIBILITIES

Pacific shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as Pacific's representative with respect to the services described in Exhibit A. Pacific's designee shall have complete authority to transmit instructions, receive information, interpret and define Pacific's policies and decisions with respect to the services, except in the event of an emergency as described in Exhibit A.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services provided for herein.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn and render decisions regarding such documents in a timely manner to prevent delay of the services, including passwords, facility access and data systems to which Pacific is requesting support. Auburn shall use "remote access" technology to support Pacific systems where possible to limit onsite costs. Such examples include Firewall, router, computer, Domain controller, active directory, Law enforcement support items and secured/encrypted access to systems designated by Pacific to be supported by Auburn.
- f. Pacific must complete, and authorize necessary state documents related to "Agency Authorization" designating City of Auburn as "IT Technical contact" and complete a "Management Control Agreement" filed with WSP that will allow Auburn IT staff to work with CJIS and ACCESS information including SSID, Mnemonics

and ORI information to support the system.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and professional standard acceptable to Pacific.

6. COMPENSATION

Compensation for Auburn's performance of the services provided for herein are attached as Exhibit B. Annual sum shall be increased January 1, 2015 with advance notice given to Pacific, and each January 1 thereafter, by an amount equal to 2% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index - U whichever is less for the term of this Agreement.

Auburn shall submit to Pacific a monthly invoice including a report of documented IT helpdesk requests for support during invoice month. Pacific shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to Auburn thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The initial term of this agreement shall be thirty-six (36) months and may be extended thereafter by written agreement of the Parties 60 days prior to term end. It is provided, however, that either party may cancel this Agreement upon sixty (60) days written notice to the other party.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Pacific, and may be used by Pacific for any purpose beneficial to Pacific. Public records requests shall be the responsibility of Pacific; however Auburn may assist at Pacific request at hourly rates provided under exhibit B for onsite support.

9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by Pacific for a period of up to three (3)

years from the final payment for work performed under this Agreement.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if Pacific fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Ron Tiedeman, Innovation & Technology Director or designee on behalf of Auburn, and by Richard Gould, Finance Director or designee on behalf of Pacific. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Ron Tiedeman
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: rtiedeman@auburnwa.gov

CITY OF PACIFIC
Finance Director
Richard Gould
100 3rd Ave SE
Pacific, WA 98047
(253) 929-1117
rgould@ci.pacific.wa.us

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

13. INSURANCE

Pacific shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Pacific's membership in a municipal self-insurance pool, including evidence of limits of coverage's,

exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to Pacific.

14. INDEMNIFICATION

a. Pacific shall indemnify and hold Auburn and its agents, employees, and/or officers, 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, and/or officers, 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 and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. 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, and/or officers, 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, and/or officers, 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 and/or officers from any claims arising from the sole negligence of Pacific, its agents, employees, and/or officers. No liability shall attach to Pacific by reason of entering into this Agreement except as expressly provided herein.

15. WAIVER OF SUBROGATION

Pacific and Auburn hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect

of invalidating any insurance coverage of Pacific or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.

c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal

corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Semi-annual operational review and service meetings shall be held with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be listed by the parties on their websites as provided for in RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF Pacific

Nancy Backus
Auburn Mayor

Leanne Guier
Pacific Mayor

Attest:

Attest:

Danielle Daskam,
Auburn City Clerk

Amy Stevenson-Ness,
Pacific City Clerk

Approved as to form:

Approved as to form:

Daniel B. Heid
Auburn City Attorney

Print Name: _____
Title: _____

DRAFT

SCOPE OF SERVICES

Services Provided:

- Onsite Auburn IT Staff Presence: Auburn primary support function will be via remote access and administration with primary contact and support provided through email: helpdesk@auburnwa.gov and phone support. Remote login and various types of technical configuration management will be utilized to minimize onsite and travel charges. Auburn IT staff will respond onsite to all technical matters not repairable remotely, and will attempt to respond to non-critical items in multiples to minimize trips where possible.
- General network and desktop support
- Limited GIS and Mapping Services shall be provided on a per project basis, with printing costs the responsibility of Pacific based on current Auburn rate schedules.
- Maintenance and management of Servers and “back-end” equipment to include:
 - Telephones, sound equipment, servers, network equipment (routers, firewalls, switches)
 - Server administration, including user setup, access, email and help desk functionality
 - TV21 support and coordination as allowed per Pacific Franchise
- Public Meetings: (set-up and attendance when necessary)
- Purchasing: Recommendations, quotes, vendor discussions. Purchasing, purchase orders and requisitions will be the responsibility of Pacific.
 - Pacific can be added to certain City of Auburn software and hardware agreements to receive similar cost savings where applicable. Such areas including Microsoft volume licensing, Spillman, Sharepoint, Antivirus protection, Netmotion and others.
- Web Services – Optional item per Exhibit B
 - Website hosting and support
 - Training and consulting
 - Website monitoring and limited reporting
 - Website design recommendations and future planning
- Backup operations, offsite storage and disaster recovery
 - Auburn will evaluate current backup and disaster contingency plans and make recommendations. Typically this includes weekly offsite storage which is paid for by customer, and daily incremental and differential backups. While Auburn is already managing these operations, at Pacific's request, Auburn can provide an evaluation of alternative backup solutions.
 - Disaster recovery may result in an addition of services, or evaluation and recommendation to enhance business continuity and operations based on current procedures.
- Application and software end user support
- Vendor coordination and management as needed
- Workstation setup and operating system, and software patch management
- Technical recommendations including:
 - Long and short term strategic planning

- Disaster recovery and business continuity planning
- Technology budget recommendations and planning
- Audit documentation and assistance with CJIS and WCIA annual audits

Requesting support:

All requests for service should be emailed to helpdesk@auburnwa.gov. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution. Persons authorized to request support on a non-emergency basis are City of Pacific employees or their designee.

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm, we will try to respond within 30 minutes. During high call volumes, we will assist you as soon as possible.

With authorization of Pacific Mayor, Finance Director, City Clerk or Police Chief, support outside regular business hours will be provided on an emergency basis. If you need an immediate response during off hours or there is an emergency situation and have the appropriate authorization, please email helpdesk@auburnwa.gov with the name of authorizing person and nature of issue or call 253-876-1947. Your issue will be forwarded to the on-call technician for resolution.

Service Limitations:

- City of Auburn will assist and provide recommendations on network security but security remains the responsibility of City of Pacific.
- City of Auburn will document, and present information relevant to technical audits however compliance will be the responsibility of Pacific, including CJIS and ACCESS Audits.
- City of Auburn will assist and provide installation and recommendations on hardware and software purchases. All hardware and software purchases are the responsibility of City of Pacific.

Additional Services:

City of Auburn may provide additional services, or alter existing services through the appropriate approval process and addendum.

Additional services include but are not limited to:

GIS Services

Licensing Support:

- Netmotion (Billed Separately at cost)
- Spillman (Billed Separately at cost)

Web Application and Design Services
Publishing and Design Services
Multimedia/Film Services

Billing:

All service will be billed monthly according to Attachment B. Services that are billed on an hourly basis will include a brief description of the service and the department where the service was performed. Monthly charges for service are based on an estimated 400 helpdesk requests annually. In the event annual helpdesk requests exceed 400 tickets, City of Pacific agrees to negotiate these additional services which may include mutually agreed adjustments to monthly service charges.

**EXHIBIT B
COST OF SERVICES**

Support Function	Operating Hours	Billing rate	Monthly cost
As outlined in Exhibit A	M - F, 7 a.m. - 5 p.m. excluding holidays	\$3060.00 / month effective April 1, 2014 and monthly thereafter	\$3060.00
Network and desktop repair and maintenance that require onsite support.	M - F, 7 a.m. - 5 p.m. excluding holidays	Included. Mileage billed separately and based on IRS standard mileage rates	Per hour as required
Website and FTP Hosting -Site transfer and domain monitoring -Data backup and restore -5 GB server space (1/4 GB current size) -10 GB FTP Storage and Access -User administration and security -Photo/ document upload support -Reports- Page "hits" (Google analytics)	M - F, 7 a.m. - 5 p.m. excluding holidays	Based on up to 60 pages. Current page count 50.	\$190.00
Web programming and consulting - 3 hours included at transition -Static Template design changes -Online forms, drop down boxes, static boxes, color changes affecting site template.	M - F, 7 a.m. - 5 p.m. excluding holidays	\$150.00 / hour Billed in 15 minute increments	N/A
All support responses by City of Auburn technical support staff. Note: COA technical support staff will not respond without authorization from City of Pacific Mayor, Police Chief or Finance Director	Non business hours, afterhours, emergency response	\$120.00 / hour with one hour minimum plus mileage based on IRS standard mileage rate	Per incident as required
Netmotion Client Software	Billed Annually	\$31.00/ 20 Clients	\$620.00
Spillman (Police Software Support)	Billed Annually	N/A	N/A
Virus Protection Software	N/A	Included - 48 Clients	Included



Agenda Bill No 14-058

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: April 7, 2014
SUBJECT: Lease Agreement with VRFA

ATTACHMENTS: 6 pages of the "Lease Agreement for the Use of City Owned Property"

Previous Council Review Date: None

Summary: Since the inception of the VRFA, the only agreements that were followed were through the approval of John Calkins and A/C Mike Gerber. We followed oral agreements that were made between us until now. The agreements are in this document for future decisions.

Recommendation/Action: Allow the Mayor to sign the agreement.

Motion for Consideration: Make a motion to allow Mayor Guier to sign this document.

Budget Impact: None

Alternatives: Continue with no written agreement in place.

**City of Pacific
Washington**

RESOLUTION NO. 2014-135

**RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON AUTHORIZING THE
MAYOR SO SIGN AN AGREEMENT WITH THE VALLEY REGIONAL FIRE
AUTHORITY FOR THE USE OF CITY OWNED PROPERTY.**

WHEREAS, the City of Pacific and the Valley Regional Fire Authority have operated on verbal agreements only since the inception of the VRFA, and

WHEREAS, the use of the City of Pacific Public Safety Building is shared with the VRFA, as are associated costs per the Agreement, and

WHEREAS, this agreement will afford the City of Pacific Officials and the VRFA Governance Board members a document to refer to should a conflict arise.

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

Section 1. The Pacific City Council authorizes Mayor Guier to sign the agreement between the City of Pacific and the Valley Regional Fire Authority, 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
14TH DAY OF APRIL, 2014.**

City of Pacific

Attest:

Leanne Guier, Mayor

Amy Stevenson-Ness, City Clerk

Approved to as form:

Kenyon Luce, City Attorney

SECRET

CONFIDENTIAL

The following information is being furnished to you for your information and is not to be disseminated outside your organization.

This information is being furnished to you in confidence and is not to be disseminated outside your organization.

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LEASE AGREEMENT FOR THE USE OF CITY OWNED PROPERTY

THIS LEASE AGREEMENT (Agreement) is entered into pursuant to RCW Chapter 39.34, by and between VALLEY REGIONAL FIRE AUTHORITY (VRFA), a Washington municipal corporation, in the State of Washington, and the CITY OF PACIFIC (City), A Washington Municipal Corporation, this _____ day of _____, 2014.

Whereas the citizens of the City and within the VRFA want to improve the efficiency and effectiveness of their fire suppression and protection services and emergency medical response services through a regional delivery system, and

Whereas, the City owns the building at 133 3rd Avenue SE, known as the Pacific Public Safety Building, and currently allocates a portion of the premises for use by the VRFA as Fire Station 38, and

Whereas the VRFA has a continuing need of the land and building to operate a fire station, and

Whereas, there was strong support for the creation of the VRFA from the citizens of the City, and

Whereas, the City Council of the City desires to continue with the mutually beneficial support of the community and the VRFA,

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the City and the VRFA hereto agree as follows:

1. **Use of Fire Station #38.** The City hereby offers the use of the Fire Station area of the Public Safety building to the VRFA for the purpose of housing the necessary personnel, apparatus and equipment to provide fire, rescue and emergency medical services to the City and the nearby area.
2. **Term.** The VRFA will have use of the Fire Station for the purposes stated in #1 above indefinitely. If the Fire Station is no longer being utilized for the stated purpose the lease will convert to a month to month lease with either party providing the other party with 180 days advance notice of cancellation.

3. **Lease Payments.** The VRFA will pay ONE and NO/100THS DOLLAR(S) annually to the City.
4. **Entry by the City.** The City shall have the right at reasonable times in non-emergency situations to enter the Fire Station to inspect the premises.
5. **Maintenance, Cleaning, Repair and Utilities.** The VRFA shall maintain the Fire Station in good repair and tenable condition during the term of this lease. The VRFA shall make all repairs and replacements, whether structural or non-structural, necessary to keep the Fire Station safe and in good working condition, including all utilities, building and other systems serving only the Fire Station portion of the Public Safety Building.

The VRFA will provide up to 50% of the cost of repairs and replacements, whether structural or non-structural, including utilities, building and other systems that jointly serve the Fire Station area and other portions of the building occupied by Pacific Public Safety as mutually agreed by both parties.

The City will notify the VRFA of any pending repair or replacement, whether structural or non-structural, including building or other systems prior to the work being completed unless the work is being completed as a result of an emergency, in which case the VRFA will be notified as soon as possible. Non-emergency work exceeding ONE THOUSAND AND NO/100ths DOLLARS in cost to the VRFA will require the written agreement of the VRFA before the work is commenced.

The City shall pay when due the costs of natural gas, heat, light, power, sewer service, water, refuse disposal and other utilities provided to the Public Safety Building. The VRFA shall reimburse the City fifty percent (50%) of the costs of such utilities and services to the Public Safety Building within sixty (60) days after receipt of the City's invoice therefore, which shall be accompanied by copies of the underlying billings from the providers. The City shall render such invoices regularly and, in any case, not less frequently than once every three months.

6. **Insurance.** The VRFA shall procure and maintain for the duration of the lease, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the VRFA's operations and use of the Fire Station. As of the date that VRFA executes this Lease, VRFA represents and warrants to the City that (a) Tenant is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of numerous municipal corporations in the State of Washington, and (b) WCIA has at least \$2,000,000 per occurrence of liability coverage in its self-insured layer that is applicable in the event an

incident occurs that is deemed attributed to the negligence of a member. Property insurance shall be written covering the full value of the Fire Station portion of the building including City property and improvements with no coinsurance provisions. The VRFA shall be responsible for maintaining, during the term of this Lease and at its sole cost and expense, the types of insurance coverage's and in the amounts determined by the City as necessary to adequately protect the Lease premises and the liabilities connected with the Lease, and such other insurance as may be required by law. Such coverage shall include full replacement cost for the Fire Station portion of the property and other personal property subject to the Lease, including coverage for earthquakes, to the extent consistent with the VRFA's Insurance Coverage through WCIA.

7. **Indemnification.** The VRFA shall indemnify and hold the City and its agents, employees, and/or officers, 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, including attorney fees, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the VRFA'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 the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the VRFA; and provided further, that nothing herein shall require the VRFA to hold harmless or defend the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
8. **Waiver of Subrogation.** The VRFA and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under property insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the state of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the VRFA or the City.
9. **Compliance with Regulations and Laws.** The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.
10. **Assignment.** The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.
11. **Attorneys' Fees.** If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other

party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

12. **Notices.** All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the VRFA

Valley Regional Fire Authority
1101 D Street NE
Auburn, WA 98002
Attn: Eric Robertson, Administrator
Phone: (253) 288-5800

To the City

City of Pacific
100 3rd Avenue SE
Pacific, WA 98047
Attn: Leanne Guier, Mayor
Phone: (253) 929-1108

Or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day following the next day of delivery, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

13. **Nondiscrimination.** Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with all pertinent statutes, laws, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of any defined protected class including: race, creed, color, national origin, sex, sexual orientation, religion, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

14. **Miscellaneous.** All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto. This agreement shall be deemed to be made and construed in accordance with the laws of the state of Washington jurisdiction and venue for any action rising out of this Agreement shall be in the county in Washington State in which the property or project is located, and if not site specific, then in King County, Washington.

The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this agreement.

Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.

The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Unless a joint oversight board and administration board is created as provided herein, the oversight and administration of this Agreement shall be by the respective named representatives identified in Section 12 hereof, or their designees.

15. **Compliance with Laws; Hazardous Substances.** The VRFA shall, at its cost, obtain all permits, licenses, and approvals necessary or appropriate for the conduct of its business as herein specified. VRFA shall not use the Fire Station nor shall the Fire Station be used, in whole or in part, during any portion of the Term for any purpose or use in violation of, and VRFA shall comply with, any and all, present and/or future laws, ordinances, regulations or rules of any public authority, including but not limited to the Americans with Disabilities Act and any similar federal or state laws relating to the manner and use of the Fire Station.

Except for small quantities stored and used in accordance with applicable law, VRFA shall not keep within, on or around the Fire Station for use, disposal, treatment, generation, storage, or sale any substances designated as, a hazardous, dangerous, toxic material, or substance or any material or substance that is subject to regulation under any local, state or federal law, statute, ordinance, regulation pertaining to health, hygiene, safety or the environment or substance that is otherwise subject to such regulation as hazardous, dangerous, toxic or harmful (collectively "Hazardous Substances"). VRFA shall be solely responsible for and shall defend, indemnify and hold the City and any successors-in-interest to the City, including any lender of the City and their respective agents and employees harmless from all claims, costs, damages, damage, liabilities, including attorneys' fees and costs, arising out of or in connection with the VRFA's breach of its obligations contained in this paragraph or arising out of or in connection with removal, clean-up or restoration deemed reasonably necessary by any governmental entity or the City to remove, clean-up or restore any portions of the Fire Station as the result of

Hazardous Substances used, disposed, treated, generated or stored by the VRFA. VRFA's obligations under this paragraph shall survive expiration and termination of this Lease.

16. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.

17. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable shall not be effected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the City shall have the right to terminate the Agreement.

18. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

19. Copies of this Agreement shall be filed with the Auditor's office of the county in Washington State in which the property or project is located, the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Valley Regional Fire Authority

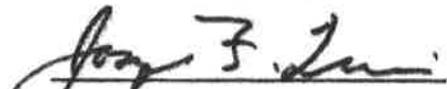
City of Pacific



Eric E. Robertson, Administrator

Leanne Guier, Mayor

Approved as to form:



Attorney for the VRFA

Attorney for the City



Agenda Bill No. 14-059

TO: Mayor Guier and City Council Members
FROM: Ken Barnett
MEETING DATE: 4-7-14
SUBJECT: Land Use Attorney Agreement with Carol Morris, Morris Law, PC

ATTACHMENTS: Resolution 2014-136
Agreement

Previous Council Review Date: none

Summary: The City has a need for a land use attorney to review city ordinance and code enforcement issues,

Recommendation/Action: Authorize the Mayor to Sign the agreement with Carol Morris.

Motion for Consideration: Move to approve Resolution 2014-136 Authorizing the Mayor to sign an agreement with Carol Morris, Morris Law, PC, for land use attorney services.

Budget Impact: Cost for services as needed

Alternatives: none

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-136

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH CAROL MORRIS LAW FIRM LLC**

WHEREAS, it is necessary for the City to hire a land use Attorney for ordinance and code enforcement review and

WHEREAS, council authorizes the Mayor the contract with Carol Morris work with the land use Attorney and

WHEREAS, the City Staff recommends that the City hire Carol Morris of Morris Law Firm LLC and

WHEREAS, the Council should approve the Mayor to sign the contract for the City

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

Section 1. The City Council authorizes the Mayor to execute a contract with Carol Morris of Morris Law Firm, LLC, 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 ITS REGULAR MEETING THEREOF ON
THE 14TH DAY OF APRIL 2014.**

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form

Kenyon Luce, City Attorney

AGREEMENT FOR LAND USE ATTORNEY SERVICES

THIS AGREEMENT, is made between the City of PACIFIC, a Washington municipal corporation (hereinafter the "City") and Morris Law, P.C., a professional corporation organized under the laws of the State of Washington, located and doing business at 3304 Rosedale Street, Suite 200, Gig Harbor, WA 98335 (hereinafter the "Attorney").

Section 1. Purpose. The purpose of this Agreement is to ensure that the City receives professional services from the Attorney in an effective, timely and cost efficient manner while ensuring that the Attorney is appropriately and fairly compensated for services rendered.

Section 2. Scope of Service. The Attorney agrees to provide legal services, as requested by the City in connection with land use matters, as assigned by _____ . The attorney authorized to work on the matters described above is Carol Morris.

Section 3. Compensation. The City hereby agrees to pay Attorney for legal services at the rate of Two Hundred Dollars (\$200.00) per hour, up to a not-to-exceed amount of _____ Dollars (\$_____.00). This is the maximum amount to be paid under this Agreement for the services described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Agreement. The Attorney agrees that the hourly rate charged for the Attorney's services contracted for herein shall remain locked in at the negotiated rate for a period of one (1) year from the effective date of this Agreement. Attorney agrees to use every appropriate method to contain his fees on these matters.

The charges for legal services provided will be based on actual time or based on increments which are no greater than 6 minutes. The Attorney may bill for travel time, but for no more than two (2) hours from portal to portal during one day. No separate charges shall be paid for the following ordinary costs of doing business: local and long distance telephone costs and charges, postage, meals, clerical staff work, supplies and word processing. The City agrees to reimburse the extraordinary expenses incurred by Attorney, at cost with no mark-up as follows: legal messenger services, large volume photocopies prepared at the Attorney's office shall be reimbursed at the rate of \$.10 per page, large volume photocopies prepared by outside reproduction service shall be reimbursed at cost; computerized legal research over an above the Attorneys' monthly fee shall be reimbursed at cost but only when approved in advance by the City Attorney.

Section 4. Independent Contractor Status. It is expressly understood and agreed that Attorney, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City. The parties agree that the Attorney has the ability to control and direct the

performance and details of his work, the City being interested only in the results obtained.

Section 5. Billings. Attorney shall submit to the City Finance Director monthly bills for the assigned matter describing the legal services provided during the previous month. Attorney shall not bill for duplicate services performed by more than one person or for services to correct Attorney errors or oversights. Attorney shall bill for only one participant in a conference or consultation between members of Attorney's firm.

Attorney's monthly bills shall include, at a minimum, the following information for each specific matter to which such services or costs pertain: the name of the matter; a brief description of the legal services performed; the date the services were performed; and the amount of time spent on each date services were performed and by whom. In addition to providing copies of all documents as specified below, Attorney shall provide any information that will assist the City in performing a thorough review and/or audit of the billings, as may be requested by the City.

Unless the City objects to all or any portion of an invoice, the City shall pay the full amount within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Attorney of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

Any invoices reflecting separate charges for computerized legal research must include copies of the invoice for such computerized legal research associated with the services provided to the City.

Section 6. Advice and Status Reporting. Attorney shall provide the Mayor and _____ with timely notice and advice of all significant developments arising during performance of his services hereunder, orally or in writing, as appropriate or as requested. Attorney shall provide the City Attorney (and/or City Council) with copies of all e-mails, pleadings, motions, discovery, correspondence, and other documents prepared by the Attorney, including research memoranda, or received by the Attorney unless they have been otherwise provided to the City.

Section 7. Communications. Attorney will communicate primarily with _____.

Section 8. Non-Assignment. The parties recognize hereto that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of the Attorney. Neither this Agreement nor any interest therein may be assigned by Carol Morris without the prior written approval of the City.

Section 9. Indemnification and Insurance.

A. The Attorney shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Attorney in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury, losses, suits or damages to property caused by or resulting from the concurrent negligence of the Attorney and the City, its officers, officials, employees, agents and volunteers, the Attorney's liability hereunder shall be only to the extent of the Attorney's negligence. The provisions of this indemnification shall survive the termination or expiration of this Agreement.

B. The Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services provided by the Attorney, its agents, representatives or employees.

The Attorney's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Attorney to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance. The Attorney shall obtain insurance of the types and limits below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. There must be a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

3. Professional Liability malpractice insurance, written with limits no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.

The Attorney's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney's insurance and shall not contribute with it.

The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Attorney shall furnish the City with certificates and any amendments before providing services under this Agreement.

Section 10. Licenses. Attorney warrants that he is a member in good standing with the Washington State Bar, and that any license or licenses that are required in order to perform the legal services under this Agreement have been obtained and are valid.

Section 11. Termination. This Agreement may be terminated by either party upon written notice with or without cause. In the event of termination, the Attorney shall be entitled to compensation as provided for in this Agreement, for services performed satisfactorily to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Attorney's delivery to the City of any and all documents, photographs, computer software, video and audio tapes, and other materials provided to Attorney or prepared by or for Attorney or the City in connection with this Agreement.

Section 12. Notices. Notices required under this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

Attorney:

Carol Morris
Morris Law, P.C.
3304 Rosedale Street, Suite 200
Gig Harbor, WA 98335

To the City: The City of Pacific
100 – 3rd Avenue S.E.
Pacific, WA 98047

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Section 13. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Attorney pursuant to this Agreement shall be the property of the City at the moment of their completed preparation.

Section 14. Conflict of Interest. Attorney warrants and covenants that Attorney presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law or any rule of professional conduct. In the event that any conflict of interest should nevertheless hereinafter arise, Attorney shall promptly notify the City of the existence of such conflict of interest.

Section 15. Time is of the Essence. Attorney agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

Section 16. Confidentiality. Attorney agrees to maintain in confidence and not disclose to any person, association, or business, without prior written consent of the City, any secret, confidential information, knowledge or data relating to the products, process or operation of the City and/or any of its departments and divisions. Attorney further agrees to maintain in confidence and not disclose to any person, association, or business any data, information or material developed or obtained by Attorney during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

Section 17. Amendments. This Agreement is not subject to modification or amendment, except by a written authorization executed by both the Attorney and the duly authorized representative of the City, which written authorization shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

Section 18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

Section 19. Severability. Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Section 20. Controlling Law. The laws of the State of Washington shall govern this Agreement and all matters relating to it.

Section 21. Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 22. Disputes. In the event that the parties are unable to resolve any dispute regarding the performance of the legal services or this Agreement, any litigation brought to enforce the terms of this Agreement shall be filed in King County Superior Court. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, Attorney and the City, by the signatures below, have executed this Agreement on the dates indicated below.

By _____

Dated: _____

THE CITY OF PACIFIC

By _____

Mayor

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

AGENDA ITEM NO. 4E



Agenda Bill No. 14-060

TO: Mayor Guier and City Council Members

FROM: Ken Barnett

MEETING DATE: 4-7-14

SUBJECT: Waste Management rate increase

ATTACHMENTS: Letter from Waste Management

Previous Council Review Date: N/A

Summary: King County Solid Waste has increased fees for Waste Management. Waste Management has notified the City that they will be increasing rates to cover the extra cost

Recommendation/Action: none

Motion for Consideration: none

Budget Impact: none

Alternatives: none



WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

March 17, 2014

RECEIVED
CITY OF PACIFIC
MAR 20 2014
COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

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

Dear Mayor Guier,

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

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

Multifamily and Commercial

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

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

Sincerely,

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

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

COPY



WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

March 17, 2014

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

Re: Change in Law – Composting Fee Increase

Dear Mayor Guier,

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

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

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

Sincerely,



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

Acknowledged and agreed upon by:

CITY OF PACIFIC

WASTE MANAGEMENT OF
WASHINGTON, INC.

By: _____

By: _____

Its: _____

Its: _____

[Exhibit A on following page]

City of Pacific
Exhibit A - Service Rate Schedule

120.17 2013 Disposal
120.17 2014 Disposal
0.00% % Increase
New Rates Effective 07-01-14

Residential Service	Disposal Fee	Collection Fee	Total Service Fee
Solid Waste Service is 1x per week			
1 - 10 gal. Micro-Can	\$ 1.93	\$ 6.14	\$ 6.07
1 - 20 gal. Mini-Can	\$ 3.87	\$ 7.73	\$ 11.60
1 - 32 gal. Can	\$ 6.20	\$ 12.72	\$ 16.92
1 - 32 gal. Can with subscription recycle	\$ 6.20	\$ 11.23	\$ 17.43
2 - 32 gal. Cans	\$ 12.40	\$ 25.47	\$ 37.87
3 - 32 gal. Cans	\$ 18.61	\$ 38.19	\$ 56.80
4 - 32 gal. Cans	\$ 24.83	\$ 50.93	\$ 75.75
1 - 35 gal. Cart	\$ 6.79	\$ 14.86	\$ 21.67
1 - 64 gal. Cart	\$ 12.40	\$ 25.87	\$ 38.27
1 - 96 gal. Cart	\$ 18.61	\$ 32.19	\$ 50.80
Senior discount 1 - 10 gal. Micro-Can	\$ 1.93	\$ 5.33	\$ 7.26
Senior discount 1 - 20 gal. Mini-Can	\$ 3.87	\$ 6.57	\$ 10.44
Senior discount 1 - 32 gal. Can	\$ 6.20	\$ 10.93	\$ 17.03
Senior discount 1 - 32 gal. Can with subscription recycle	\$ 6.20	\$ 9.49	\$ 15.69
Senior discount 1 - 35 gal. Cart	\$ 6.79	\$ 12.71	\$ 19.50
Senior discount 1 - 64 gal. Cart	\$ 12.40	\$ 22.04	\$ 34.44
Senior discount 1 - 96 gal. Cart	\$ 18.61	\$ 27.11	\$ 45.72
Each additional can/extra (32 gallon equivalent)	\$ 1.93	\$ 11.93	\$ 13.36
Wax-on (25-50%) additional		\$ 6.26	\$ 6.26
Residential Subscription Recycling Services			
64 gallon Can Every-Other-Week		\$ 5.68	\$ 5.68
Senior discount 64 gallon Cart Every-Other-Week		\$ 5.11	\$ 5.11
Residential Subscription Yard Waste Service			
96 gallon Cart Every-Other-Week		\$ 10.29	\$ 10.29
Senior discount 96 gallon Cart Every-Other-Week		\$ 9.26	\$ 9.26
Extra yard waste per 32gal equivalent		\$ 3.82	\$ 3.82
Miscellaneous Services			
Return Trip		\$ 12.23	\$ 12.23
Oversize/Overweight container (per p/u)		\$ 12.23	\$ 12.23
Redelivery of carts/containers		\$ 18.36	\$ 18.36
On-Call Bulky Waste Collection			
White goods, except refrigerators	\$ 10.90	\$ 49.89	\$ 60.79
Refrigerators/Freezers	\$ 16.35	\$ 87.09	\$ 103.44
Sofas, chairs, furniture per piece	\$ 6.99	\$ 55.55	\$ 61.54
Mattresses/box springs	\$ 3.98	\$ 70.61	\$ 73.81

**New Rates Effective 07-01-14
Based on City Rates**

Commercial and Multifamily Service			
	Disposal Fee	Collection Fee	Total Service Fee
Solid Waste Service is 1x per week			
1 - 32 gal. Can	\$ 6.20	\$ 13.15	\$ 19.35
1 - 35 gal. Cart	\$ 6.79	\$ 21.48	\$ 28.27
1 - 64 gal. Cart	\$ 12.40	\$ 31.30	\$ 43.70
1 - 55 gal. Cart	\$ 18.61	\$ 36.89	\$ 55.50
1 - 1 yard container	\$ 34.14	\$ 79.92	\$ 114.06
1 - 1.5 yard container	\$ 51.21	\$ 105.21	\$ 156.42
1 - 2 yard container	\$ 68.26	\$ 125.25	\$ 194.52
1 - 2 yard container 2xw	\$ 136.54	\$ 252.53	\$ 389.07
1 - 3 yard container	\$ 102.41	\$ 163.02	\$ 265.43
1 - 4 yard container	\$ 136.55	\$ 204.88	\$ 341.43
1 - 6 yard container	\$ 204.82	\$ 259.67	\$ 464.49
1 - 6 yard container 2xw	\$ 409.66	\$ 519.34	\$ 929.00
1 - 6 yard container 3xw	\$ 614.49	\$ 779.01	\$ 1,393.50
1 - 6 yard container	\$ 273.10	\$ 332.75	\$ 605.85
1 - 8 yard container 2xw	\$ 546.21	\$ 665.51	\$ 1,211.72
Extra garbage, per each 32-gal. Equivalent	\$ 1.43	\$ 9.27	\$ 10.70
Extra garbage, per yard	\$ 7.88	\$ 10.47	\$ 18.35

Will Call/Special Pick-up Rates (per pick-up)			
	Disposal Fee	Collection Fee	Total Service Fee
1 - 32 gal. Can	\$ 1.43	\$ 5.72	\$ 7.15
1 - 35 gal. Cart	\$ 1.55	\$ 6.22	\$ 7.78
1 - 64 gal. Cart	\$ 2.86	\$ 7.57	\$ 10.43
1 - 55 gal. Cart	\$ 4.29	\$ 8.58	\$ 12.87
1 - 1 yard container	\$ 7.88	\$ 15.71	\$ 23.59
1 - 1.5 yard container	\$ 11.80	\$ 19.96	\$ 31.76
1 - 2 yard container	\$ 15.75	\$ 23.33	\$ 39.08
1 - 3 yard container	\$ 23.63	\$ 29.10	\$ 52.73
1 - 4 yard container	\$ 31.51	\$ 35.84	\$ 67.35
1 - 5 yard container	\$ 47.27	\$ 43.79	\$ 91.06
1 - 6 yard container	\$ 63.03	\$ 55.20	\$ 118.23

**New Raise Effective 07-01-14
Based on City Rates**

Commercial and Multifamily Recycling Service			
	Disposal Fee	Collection Fee	Total Service Fee
Recycle Service is 1x per week			
1 - 32 gal. Can		\$ 7.87	\$ 7.87
1 - 35 gal. Cart		\$ 10.58	\$ 10.58
1 - 64 gal. Cart		\$ 15.02	\$ 15.02
1 - 96 gal. Cart		\$ 21.03	\$ 21.03
1 - 1 yard container		\$ 43.05	\$ 43.05
1 - 2 yard container		\$ 80.74	\$ 80.74
1 - 3 yard container		\$ 107.30	\$ 107.30
1 - 4 yard container		\$ 142.54	\$ 142.54
1 - 6 yard container		\$ 190.98	\$ 190.98
1 - 8 yard container		\$ 243.21	\$ 243.21
Extra pickups (Monthly rate for 1 pickup/week/container size above divided by 4.33)			

Commercial and Multifamily Yard Waste Service			
	Disposal Fee	Collection Fee	Total Service Fee
Yard Waste Service is Every-Other-Week			
96 gallon Cart Every-Other-Week		\$ 13.02	\$ 13.02

Compactor and Non-compactor Drop Box Charges			
	Disposal Fee	Collection Fee	Total Service Fee
10 - 40 yard per Haul - Permanent Account		\$ 191.67	\$ 191.67
10 yard monthly permanent rent		\$ 41.62	\$ 41.62
20 yard monthly permanent rent		\$ 56.31	\$ 56.31
30 yard monthly permanent rent		\$ 68.56	\$ 68.56
40 yard monthly permanent rent		\$ 82.02	\$ 82.02
Disposal charge per ton (110% of current King County tipping fees)		\$ 149.63	\$ 149.63

Miscellaneous Charges Commercial, Drop-Box, Compactor			
	Disposal Fee	Collection Fee	Total Service Fee
Return Trip		\$ 30.60	\$ 30.60
Oversize/Overweight container (per pu)		\$ 61.21	\$ 61.21
Redelivery of carts/containers		\$ 30.60	\$ 30.60



Agenda Bill No. 14-061

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 14, 2014
SUBJECT: Public Hearing for revisions to the City of Pacific Parking Code

ATTACHMENTS: Resolution 2014-137

Previous Council Review Date: N/A

Summary: The current City Code prohibits the use of pervious parking. The NPDES II permit issue to the City by the Department of Ecology requires the City to encourage low impact development (LID) stormwater systems. Pervious parking is an opportunity to meet the LID requirements. Therefore, the City needs to evaluate revisions to the Code. Revisions to code impacting development standards requires a Public Hearing.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-137.

Motion for Consideration: Move to approve Resolution No. 2014-137, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON APRIL 28, 2014 AT 6:30 PM IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO HEAR FROM THE PUBLIC ON THE REVISIONS TO PACIFIC MUNICIPAL CODE 20.72.050(F).

Budget Impact: The cost to have the public hearing is the cost of public notification, approximately \$300.

Alternatives: The Public Hearing is required to revise code pertaining to development requirements.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-137

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON APRIL 28, 2014 AT 6:30 PM IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO HEAR FROM THE PUBLIC ON THE REVISIONS TO PACIFIC MUNICIPAL CODE 20.72.050(F).

WHEREAS, the City of Pacific Municipal Code 20.72.050(F) states “all public and private parking areas, except those in conjunction with a single-family dwelling or a duplex on a single lot, shall be hard-surfaced with a minimum of two inches of asphalt concrete over four inches of crushed rock and six inches base material”; and

WHEREAS, the City of Pacific has been issued an NPDES permit from the Department of Ecology which requires encouragement of the use of pervious surfacing; and

WHEREAS, a public hearing must be held prior to the revision of PMC impacting development regulations.

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

Section 1. That said revisions to Pacific Municipal Code shall be presented for hearing and determination on Monday, April 28, 2014, at the hour of 6:30 p.m. in the Council Chambers of the City of Pacific, at Pacific City Hall, Pacific, Washington, or as soon thereafter as the same may be heard, and that

Section 2. Notice of such hearing be given as approved by law.

ADOPTED BY THE CITY COUNCIL this 14th day of March, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY



Agenda Bill No. 14-062

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 7, 2014
SUBJECT: Gordon Property Purchase

ATTACHMENTS: Resolution 2014-138
Draft Purchase and Sale Agreement
Color Coded map of subject property

Previous Council Review Date: None

Summary: This property abuts Stewart Road and is required for the project to complete the construction of the additional lanes required to meet the traffic needs of the corridor. The property owner and the City are in agreement on the area of land required and the purchase price. Without the property, the City would need to abandon plans for widening Stewart Road.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-138.

Motion for Consideration: Move to approve Resolution No. 2014-138, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE PURCHASE OF PROPERTY FROM GORDON PACIFIC, LLC AND L&V GORDON, LLC FOR CONSTRUCTION OF STEWART ROAD AND THE INTERURBAN TRAIL.

Budget Impact: The cost to complete the purchase of this property is approximately \$500,000, with 85% coming from the TIB Grants and the Balance coming from City funds.

Alternatives: Failure to purchase this property at this time will stop progress on the Stewart Road project. Potentially ending the project.



[The text in this section is extremely faint and illegible. It appears to be a multi-paragraph document, possibly a letter or a report, with several lines of text per paragraph. The content is not discernible.]

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2014-138**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE PURCHASE OF PROPERTY FROM GORDON PACIFIC, LLC AND L&V PROPERTIES, LLC FOR CONSTRUCTION OF STEWART ROAD AND THE INTERURBAN TRAIL.

WHEREAS, the City of Pacific ("the City") desires to purchase portions of certain parcels of property located at 151 and 227 Stewart Road SW; and

WHEREAS, the owners of the properties, Gordon Pacific, LLC and L&V Properties, LLC have agreed to sell the property to the City below the appraised value of \$1,300,000 for the reduced price of \$500,000; and

WHEREAS, it is in the best interests of the stakeholders of the City of Pacific that the herein described property be purchased in order to complete the construction of the Stewart Road and Interurban Trail improvement projects.

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

Section 1: That the Mayor and City Clerk are hereby authorized to execute a Purchase and Sale Agreement (substantially similar to Exhibit "A" attached hereto) to purchase the following described real property located 151 and 227 Stewart Road SW from Gordon Pacific, LLC and L&V Properties, LLC for the sum of Five Hundred Thousand & 00/100 Dollars (\$500,000.00), plus appropriate closing costs.

Section 2: That all closing documents for the sale of the subject property shall be approved by the City Attorney.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Kenyon Luce, City Attorney

Draft March 30, 2014

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT hereinafter the "Agreement"), is entered into this ____ day of _____, 2014, by and between the City of Pacific, a Washington municipal corporation (hereinafter the "Purchaser" or "City") and Gordon Pacific, LLC, a limited liability company organized under the State of Washington, (Is L and V Properties involved? I don't have a title report yet) (hereinafter the "Seller");

WHEREAS, Seller is the owner of that certain real property located at (what is the street address?), in the City of Pacific, Washington, legally described in Exhibit A, (a legal description is needed, not just parcel numbers) attached hereto and made a part hereof by this reference (the 'Property'); and

WHEREAS, the Seller desires to sell the property upon the terms and conditions set forth herein; and

(We need to describe the terms of the sale, which I understand involves the City's granting of an easement back. Please provide me with more info on this, in addition to the legal description for this easement.)

NOW, THEREFORE, for and in consideration of Ten Dollars and no cents (\$10.00), the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Purchase and Sale -- Purchase Price and Manner of Payment for the Property.** Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the Property described in Exhibit A, together with all improvements, appurtenances, rights, licenses, privileges, easements and all of Seller's right, title and interest in and to any street or road abutting the Property, if any.

The total purchase price for the Property (the "Purchase Price") shall be _____ Dollars and No Cents (\$_____00.00). The Purchaser shall not be required to pay an earnest money unless and until the City Council makes a decision to proceed with the purchase, as provided in Section 6 herein. If all of the applicable contingencies in Section 6 have been satisfied, the Purchaser shall make an earnest money deposit of ____ Dollars (\$____.00) into escrow. The remaining balance shall be due on Closing. Any prorations as determined in Section 5 herein shall be reflected in the amount paid to the Seller at Closing.

Granting of Easement to Seller? Describe here.

2. **Closing of Property.**

Draft March 30, 2014

2.1 Closing Date for Property. The Closing Date for the purchase and sale of the Property shall be held no later than _____ 2014, in the office of the Escrow Agent. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Escrow Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of the interruption of available transport, strikes, fire, flood, or extreme weather, governmental relations, incapacitating illness, acts of God, or other similar occurrences, the Closing Date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without the written agreement of the parties. The Purchaser and the Seller may agree in writing to extend the Closing Date at any time.

2.2 Deliveries at Closing. At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property and all improvements thereon, by statutory warranty deed (the "Deed"), duly executed and in recordable form and insurable as such by _____ Title Company, _____, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium, an ALTA Extended Policy (the "Title Policy"). Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances other than the Permitted Exceptions, as defined in Section 9 hereof: Seller shall deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required and, unless otherwise agreed, deposited with the Escrow Agent): (a) the Deed; (b) the Title Policy, or the irrevocable commitment of the title insurer in writing to Purchaser to deliver same in a form satisfactory to Purchaser; (c) such other documents, if any, as maybe reasonably requested by the Purchaser to enable the Purchaser to consummate and close the transactions contemplated by this Agreement pursuant to the terms and provisions and subject to the limitations hereof.

2.3 Granting of Easement to Seller?

3. **Possession and Use.** Possession of the Property shall be delivered by Seller to Purchaser once this Agreement has been executed by the duly authorized representatives of the parties.

4. **Closing Costs Relating to the Property.** Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows: (a) the full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by the Sellers; (b) the cost of recording the Deed to Purchaser shall be paid by the Sellers; (c) the escrow fee will be paid ½ by the Seller and ½ by the Purchaser; (d) all other expenses shall be paid by the Purchaser. Encumbrances to be discharged by Seller to provide clear title or to correct any condition noted on a hazardous materials inspection report for the Property shall not be expenses of escrow.

5. **Prorations.** The following items shall be prorated between Purchaser and Seller as of midnight the day immediately preceding the Closing Date; such prorations favoring Purchaser shall be credited against the Purchase Price payable by Purchaser at Closing and such

prorations favoring Seller shall be payable by Purchaser at Closing in addition to the cash portion of the Purchase Price payable by Purchaser at Closing:

5.1 Any applicable city, state and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property, if then available, for such year, or if not, then on the basis of the ad valorem tax bill for the Property for the immediately preceding year. Taxes for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing;

5.2 Utility charges, including water, telephone, cable television, garbage, storm drainage, sewer, electricity and gas, and maintenance charges, if any, for sewers. In conjunction with such prorations, Purchaser will notify, or cause to be notified, all utilities servicing the Property of the change of ownership and direct that all future billings be made to Seller (as Lessee under the Lease to be executed at the time of Closing) at the address of the Property, with no interruption of service. Purchaser shall use its best efforts to procure final meter readings for all utilities as of the Closing Date and to have such bills rendered directly to Seller. Any utility deposits previously paid by Seller shall remain the property of Seller, and to the extent necessary for Seller to receive such payments, Purchaser shall pay over such amounts to Seller at Closing and take assignment of such deposits;

5.3 Said prorations shall be based on the actual number of days in each month and twelve (12) months in each calendar year. Any post closing adjustment due either party shall be promptly made;

5.4 The parties shall reasonably agree on a final prorations schedule prior to Closing and shall deliver the same to Escrow Agent. Based in part on the prorations statement, Escrow Agent shall deliver to each party at the Closing a closing statement containing a summary of all funds, expenses and prorations passing through escrow.

6. **Conditions Precedent to Purchaser's Obligation to Close.**

6.1 Purchaser's obligation to acquire the Property shall be conditioned upon the satisfaction, or waiver by Purchaser of the following conditions: (a) approval of this Agreement by the Pacific City Council; (b) inspection by the City for Hazardous Substances, receipt and approval by the Council of all environmental and Hazardous Substances reports from the City's Consultant (or has the City completed everything it plans to do with respect to this issue?); (c) the Council's approval of an appraisal commissioned and paid for as provided herein (I have not seen an appraisal for the property that will be purchased, only a plat title report); (d) after the Council's receipt and approval of the Hazardous Substances report and the appraisal, the Council's discretionary decision to proceed with the sale for the Purchase Price set forth in Section 1 herein; (e) completion by Seller of all deliveries required of Seller prior to the Property

Closing; and (f) that there has been no breach by Seller of any of the warranties and/or covenants of this Agreement.

6.2 Once the appraisal and Hazardous Substances Report is received by the Purchaser, the Council shall consider whether this Agreement should be amended as to the Purchase Price. If the Council does not choose to amend the Agreement as to the purchase price and desires to proceed with the purchase, the Purchaser shall immediately notify the Seller and the parties shall proceed to Closing. If the Council chooses to amend the purchase price, the Purchaser shall notify the Seller. If the Seller is unwilling to amend the purchase price as proposed by the Purchaser, then this Agreement shall terminate, and neither party shall have any further obligation to the other party. If the Seller is willing to amend the purchase price as proposed by the Purchaser, then the Seller shall notify the Purchaser, and the parties shall proceed to Closing. (This paragraph is not needed if the City is satisfied with regard to any hazardous waste issue on the property.)

6.3 If the City Council, in its sole discretion, determines that the contingencies in 6.1 have not been met, the Purchaser shall notify Seller that this Agreement is terminated, and neither party shall have any further obligation hereunder.

7. **Seller's Covenants.**

7.1 Right of Inspection. At all times prior to Closing, Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Property (including, without limitation, physical invasive testing) as Purchaser may in good faith require to inform itself of the condition or operation of the Property and (b) provide Purchaser with complete access to Seller's files, books and records relating to the ownership and operation of the Property, including, without limitation, contracts, permits and licenses, zoning information, during regular business hours upon reasonable advance notice. Seller agrees to cooperate in connection with the foregoing and agrees that Purchaser, its agents, employees, representatives or contractors shall be provided promptly upon request such information as shall be reasonably necessary to examine the Property and the condition thereof:

7.2 Encumbrances. At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights (except such as may exist as of the date hereof) unless (a) such encumbrances are necessary and unavoidable, in the reasonable business judgment of Seller, for the conduct of Seller's use of the Property (which in no case shall include mortgages, deeds of trust or other voluntary security interests), (b) Seller discloses the same to Purchaser in writing and (c) Seller covenants to remove (and does remove) the same prior to Closing. Seller agrees to provide Purchaser evidence of lien releases in connection with any liens on the Property prior to the Closing Date.

7.3 Material Changes. Seller shall: (a) promptly notify Purchaser of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate and (b) deliver to Purchaser any notices of violation of law received by Seller prior to Closing.

7.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the Effective Date and prior to Closing, without the prior approval from Purchaser.

7.5 Compliance with Applicable Law. Seller agrees that it will not permit or cause, as a result of any intentional or unintentional act or omission on the Seller's part, or on the part of any agent of the Seller, or any third party, any release or further release of Hazardous Substances on the Property.

8. **Seller's Environmental Indemnify, Representations and Warranties**. Seller hereby represents and warrants to Purchaser as follows:

8.1 Title to Property. Seller owns fee simple title to the Property, free and clear of all restrictions, liens, easements, mortgages, covenants, exceptions and restrictions of any kind, Uniform Commercial Code financing statements, security interests, and other encumbrances, except for the Permitted Exceptions (as described in Section 9).

8.2 Hazardous Substances on the Property.

8.2.1. Definitions. (a) "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or materials that are regulated under any federal, state or local law pertaining to environmental protection, contamination remediation or liability. The term includes, without limitation, (i) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Model Toxics Control Act (Chapter 70.105D RCW), the Hazardous Waste Management Act (Chapter 70.105 RCW), and regulations promulgated there under, as these statutes and regulations shall be amended from time to time, and (ii) any substances that, after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. For the purposes of this definition, the term "Hazardous Substances" includes, but is not limited to, petroleum chemicals, asbestos-containing material and lead paint. (b) "Release" means any intentional or unintentional entry of any hazardous substance into the

environment, including but not limited to, air, soils, surface water and ground water.

8.2.2. Hold Harmless, Defense and Indemnity. From and after the date of Possession (which is the date that this Agreement has been executed by all parties), the Seller shall, to the maximum extent permitted under law, indemnify, defend, and hold the Purchaser, its officers, officials, employees, agents and assigns, harmless from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the known or unknown physical or environmental condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any Hazardous or Toxic substance or material), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Model Toxics Act (ch. 70.105D RCW) and the Comprehensive Environmental Response, Compensation and Liability Act. The foregoing shall include all conditions existing or arising prior to, on or after the date of Closing, and all conditions and Hazardous Substances or toxic substances or materials at, under, released or emanating from the Property. It is the express intent of the parties that after the date of Closing, the Purchaser shall have no liability whatsoever for any environmental conditions at the Property, including, without limitation, those portions of the Property that are submerged as of the date of Closing, and that the Seller shall retain such liability. Notwithstanding the foregoing, the indemnification, defense, and hold harmless granted to Purchaser herein shall not apply to any physical or environmental condition caused by the Purchaser after the date of Closing.

8.2.3. Violations. Seller represents that it has not received any notice of and is not aware of any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to Hazardous Substances emanating from, cause by or affecting the Property.

8.2.4. Underground Storage Tanks. To the best of Seller's knowledge, Seller warrants that the Property contains no underground storage tanks for the storage of fuel oil, gasoline, and/or other petroleum products, Hazardous Substances, or byproducts.

8.2.5. No Assessments. No assessments have been made against the Property that are unpaid, whether or not they have become liens.

8.2.6. Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

8.2.7 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Properties or against the Properties. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

8.2.8 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and each of the persons signing this Agreement and any other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

8.2.9 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or materialmen's liens being asserted or filed in the future against the Property in respect of activities undertaken prior to Closing.

8.2.10 Defects. Seller has not failed to disclose in full any physical defect or condition of disrepair whether concealed or visible, with respect to the Property of which Seller has knowledge.

8.2.11 True and Accurate Representations. No representation or warranty of Seller included in this Agreement contains or at Closing will contain an untrue statement of material fact, or omits or at Closing will omit to state a material fact necessary to make the statements and facts contained therein not misleading. If any event or circumstance occurs which renders any of Seller's representations or warranties herein untrue or inaccurate in any material respect, then Seller shall notify Purchaser of the event or circumstance when Seller becomes aware of it.

Seller will refrain from taking any action, which would cause any of the foregoing representations and warranties to become incorrect or untrue at anytime prior to the date of Closing. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances, which may have occurred since the date hereof. Such restated representations and warranties shall survive the Closing. If any change in any foregoing representation is a material change, and Seller does not elect to cure all such material changes prior to Closing then notwithstanding anything herein to the contrary, Purchaser, at its sole option, may either (a) close and consummate the acquisition of the Property pursuant to this Agreement, reserving any and all necessary action to specifically enforce Seller's obligations hereunder; or (b) terminate this Agreement by written notice to Seller, and neither of the parties hereto shall have any rights or obligations hereunder whatsoever, except such rights or obligations that, by the express terms hereof, survive any termination of the Agreement.

8.2.11 Payment of Real Estate Agent's Commission. The Seller shall be responsible to pay any commissions or fees due and owing to any Real Estate Agent. The Purchaser shall not be responsible to pay any commissions or fees to any Real Estate Agent, either the listing or selling broker.

9. **Title Examination and Objections.**

9.1. Title Review. Seller shall cause _____ Title Company (the "Title Company") to furnish to Purchaser, at Purchaser's expense, a title insurance commitment, on an ALTA approved form for the Property (the "Title Report"), to be delivered to Purchaser on or before _____ 200_, which shall be at least 30 days prior to closing. Purchaser shall have fifteen (15) days after receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such fifteen (15) day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the "Permitted Exceptions").

9.1.1 Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof the Seller shall, within fifteen (15) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above

notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property.

9.2 Failure to Cure. In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, whether or not Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

9.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement, provided that in the event any such Title Objections results from a breach by Seller of the covenants contained herein, a monetary charge or lien, or from a Title Objection other than a monetary charge or lien for which Seller has not given timely notice of its refusal to satisfy or correct, (a) such acceptance by Purchaser of Seller's interest in the Property shall be without prejudice to Purchaser thereafter seeking monetary damages from Seller for any such matter which Seller shall have failed to so correct, and (b) if such Title Objection is a monetary charge or lien which can be satisfied or cured by the payment of a liquidated sum of money, Purchaser may cause such Title Objection to be so cured or satisfied by paying the same out of the Purchase Price to be paid; or

9.2.2 To terminate this Agreement in accordance with the provisions herein; provided however, that if the Purchaser elects to terminate this Agreement because of the existence of any Title Objection which results from a breach by Seller of its covenants herein, or any other Title Objection which Seller is required to satisfy or correct, Purchaser's cancellation shall be without prejudice to any other rights of the Purchaser herein.

9.3 Removal of Liens. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing Seller shall (a) pay in full and cause to be cancelled all loan security documents which encumber the Property as of the date hereof and as of the Closing Date, and (b) pay in full and cause to be cancelled and discharged or otherwise bond and discharge as liens against the Properties all mechanics' and contractors' liens which encumber the Property as of the date hereof or which maybe filed against the Property after the date hereof and on or prior to the Closing Date. In the event Seller fails to cause such liens and encumbrances to be paid

and canceled at or prior to Closing, Purchaser shall be entitled to pay such amount to the holder thereof as may be required to pay and cancel same, and to credit against the Purchase Price the amount so paid.

9.4 Notwithstanding any language to the contrary in this Agreement, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property, (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

10. Default.

10.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest, provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

10.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow and after all applicable contingencies as described in Section 6 have been satisfied, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

10.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder. In the event Seller is the Defaulting Party hereunder, Purchaser shall have, in addition to any right or remedy provided hereunder, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event that Seller wrongfully fails or refuses to perform any covenant or agreement of Seller hereunder.

11. Condemnation or Destruction.

11.1 Condemnation. Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by

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any governmental entity. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Properties is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity other than the Town of Friday Harbor, Washington, may elect to terminate this Agreement. In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

11.2 Damage or Destruction. Prior to Closing the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller.

11.3 Termination. If this Agreement is terminated, neither party hereto shall have any further rights or obligations under this Agreement whatsoever, except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement.

12. Indemnification.

12.1 Seller's Indemnification. In addition to the indemnity provided in Section 8.2.2 herein, Seller shall indemnify and defend Purchaser including its elected officials, officers, managers, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including attorneys' fees and court costs (collectively "Claims") incurred by Purchaser on account of (a) claims by persons or entities other than Purchaser arising out of or in connection with the ownership, operation of maintenance of the Property by Seller, or any fact, circumstance or event which occurred prior to the Closing Date, including the release, threatened release or existence of Hazardous Substances on the Property; and (b) claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement. Notwithstanding any language to the contrary in this Agreement, Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys' and consultants' fees and costs) that Purchaser may incur, or have asserted against it as a result of Seller's breach of the warranties in this Agreement. At Purchaser's option, Seller shall promptly undertake any remediation required as a result of such breach at Seller's expense.

12.2 Purchaser's Indemnity. Purchaser shall indemnify and defend Seller (including its officers, officials, employees and agents) and hold it harmless from and

Draft March 30, 2014

against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Seller on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Purchaser contained in this Agreement. This shall not affect Seller's obligations per the provisions of Section 8.2.2 herein.

13. **Assignment.** Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

14. **Facsimile or E-Mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of the original.

15. **Notices.** All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case maybe, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER: Gordon Pacific LLC
151 Stewart Road SW
Pacific, WA 98407

PURCHASER: The City of Pacific
100 – 3rd Avenue S.E.
Pacific, WA 98047
Attn: Mayor

With a copy to: Carol A. Morris, Attorney for the City of Pacific
Morris Law, P.C.
3304 Rosedale Street N.W.
Gig Harbor, WA 98335
Phone: (253) 851-5090

16. Miscellaneous.

16.1 Governing Law and Construction. This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

16.2 Counterparts. This Agreement maybe executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

16.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

16.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

16.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

16.6 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

16.7 Survival. Each of the covenants, agreements, representations and warranties herein shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

16.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

16.9 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

Draft March 30, 2014

16.10 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

16.11 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties affected thereby.

16.12 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees. The venue of any suit shall be in Pierce County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

PURCHASER:

CITY OF PACIFIC

By: _____
Its Mayor

SELLER:

GORDON PACIFIC LLC

By: _____
Its _____

By: _____
Its _____

Draft March 30, 2014

ATTEST:

City Clerk,

APPROVED AS TO FORM:

Carol A. Morris, Special Legal Counsel

Draft March 30, 2014

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

Draft March 30, 2014

**EXHIBIT A
LEGAL DESCRIPTION**

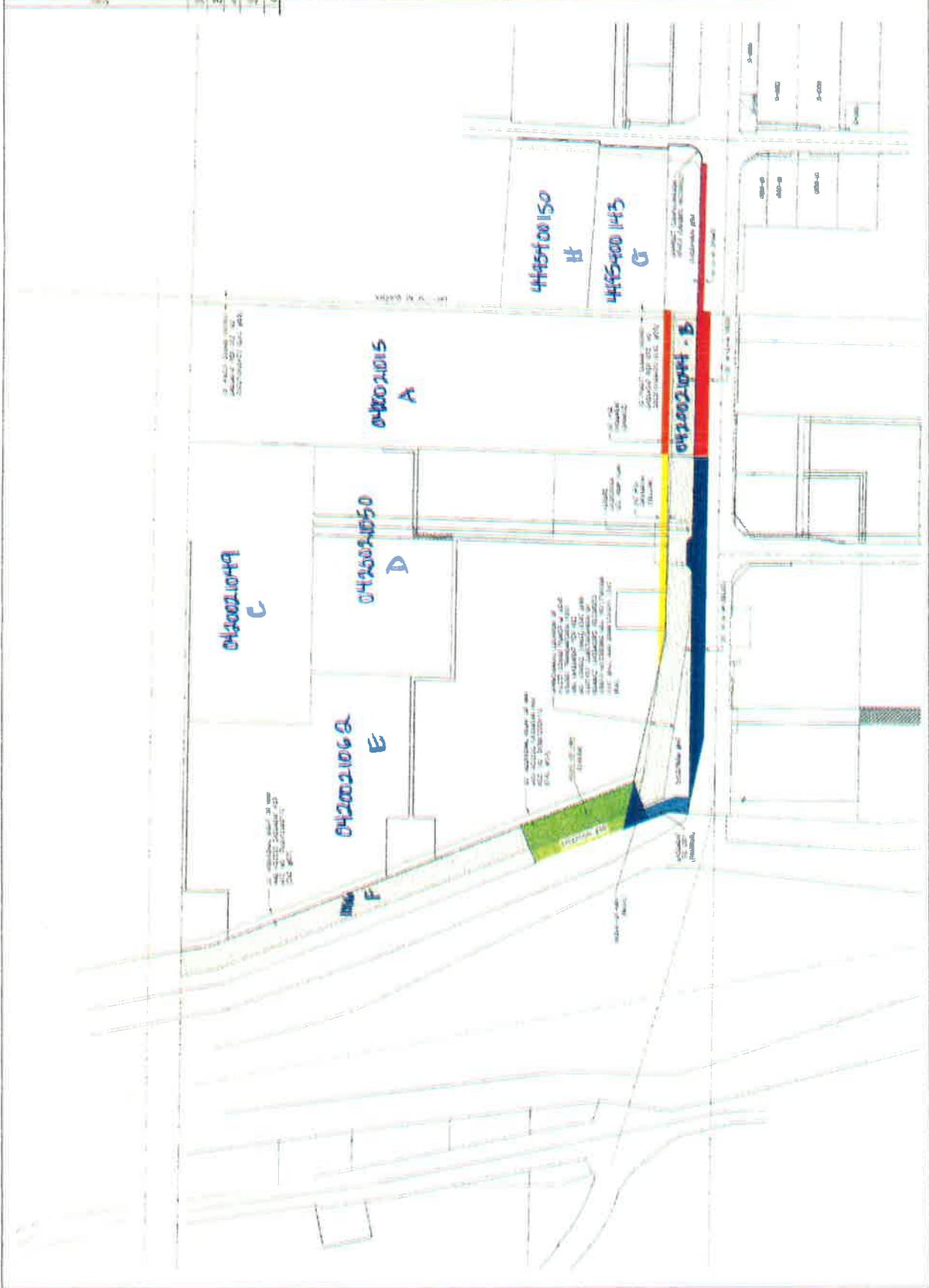


18218 79th Avenue North
 Kent, WA 98032
 (206) 831-8318
 (206) 831-8318
 Fax

Project
 Date
 Location
 Scale

GORDON TRUCKING, INC.
 161 STEWART STREET
 PACIFIC, WASHINGTON
 98072-2108

BASEMENT EXHIBIT



Agenda Item No. 4H



Agenda Bill No. 14-063

TO: Mayor Guier and City Council Members
FROM: Ken Barnett
MEETING DATE: April 7, 2014
SUBJECT: Surplus for Trade a Mower Deck

ATTACHMENTS: Resolution Number 2014- 139

Previous Council Review Date:

New item

Summary:

One of the Public Works mower decks is past its useful life, and can still be used for a trade in for a new John Deere 72" rear discharge mower deck

Recommendation/Action:

Authorize the Public Works Director to a trade in the Rear's Mfg. Co. SPF Mower model number SRF60K940 Serial Number F05-616 flail mower for a new John Deere 72" rear discharge mower deck

Motion for Consideration:

Move to authorize the Public Work Director to use the Rear's Mfg. Co. SPF Mower model number SRF60K940 as a trade in for a new John Deere 72" rear discharge mower deck

Budget Impact:

Saving \$500.00 on the purchase of new John Deere 72" rear discharge mower deck

Alternatives:

**City of Pacific
Washington**

RESOLUTION NO. 2014- 139

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON
AUTHORIZING THE TRADE IN OF THE REAR'S MFG. CO. SPF MOWER, MODEL
NUMBER SRF60K940.**

WHEREAS, one of the Public Works deck mower decks is past its useful life, and

WHEREAS, the Public Work Director can use the Rear's Mfg. Co. SPF Mower model number SRF60K940 Serial Number F05-616 flail mower for a trade in on a new John Deere 72" rear discharge mower deck.

WHEREAS, the trade in value for the old mower deck will be \$500.00.

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

Section 1. Authorize the Public Work Director to use the Rear's Mfg. Co. SPF Mower model number SRF60K940 as a trade in for a new John Deere 72" rear discharge mower deck

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 XXth
DAY OF April, 2014**

CITY OF PACIFIC

Leanne Guier, Mayor

Attest:

Amy Stevenson-Ness, City Clerk

Approved as to form:

Kenyon Luce, City Attorney



Agenda Bill No. 14-064

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: April 7, 2014
SUBJECT: Filling of City Council Vacancy

ATTACHMENTS: Copy of RCW 42.12.070(6)
City Council Rules of Procedure, Part 13: Filling of City Council Vacancies

Previous Council Review Date: N/A

Summary: Council Member Hulseby has announced his resignation from Council effective May 1, 2014, leaving a vacancy on City Council. According to City Council Rules of Procedure, Part 13, Section A, "the position must be advertised for a period of not less than two weeks." The Council will follow the procedures outlined in RCW 42.12.070(6) to appoint a new council member.

Qualified applicants will be selected from the applications received and be interviewed by the Council during an open meeting. Council may convene to executive session to discuss the qualifications of each candidate.

The person who is appointed shall serve until a person is elected at the next election where the person elected shall take office immediately and serve the remainder of the unexpired term – in this case, through December 31, 2015.

Recommendation/Action:

Motion for Consideration: "I move to..."

Budget Impact:

Alternatives:

RCW 42.12.070**Filling nonpartisan vacancies.**

A vacancy on an elected nonpartisan governing body of a special purpose district where property ownership is not a qualification to vote, a town, or a city other than a first-class city or a charter code city, shall be filled as follows unless the provisions of law relating to the special district, town, or city provide otherwise:

(1) Where one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.

(2) Where two or more positions are vacant and two or more members of the governing body remain in office, the remaining members of the governing body shall appoint a qualified person to fill one of the vacant positions, the remaining members of the governing body and the newly appointed person shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is filled with each of the new appointees participating in each appointment that is made after his or her appointment.

(3) If less than two members of a governing body remain in office, the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person or persons to the governing body until the governing body has two members.

(4) If a governing body fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the governing body to fill the vacancy shall cease and the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person to fill the vacancy.

(5) If the county legislative authority of the county fails to appoint a qualified person within one hundred eighty days of the occurrence of the vacancy, the county legislative authority or the remaining members of the governing body of the city, town, or special district may petition the governor to appoint a qualified person to fill the vacancy. The governor may appoint a qualified person to fill the vacancy after being petitioned if at the time the governor fills the vacancy the county legislative authority has not appointed a qualified person to fill the vacancy.

(6) As provided in chapter 29A.24 RCW, each person who is appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.

[2013 c 11 § 89; 2011 c 349 § 28; 1994 c 223 § 1.]

Notes:

Effective date -- 2011 c 349 §§ 10-12, 27, 28, and 30: See note following RCW 29A.24.171.



Pacific City Council

Rules of Procedure

Part 13: Filling of City Council Vacancies

- | | |
|----|---|
| A. | When a vacancy occurs on the City Council, for any reason, the Council shall require the position to be advertised for a period of not less than two weeks (Council can require more time). |
| B. | The Council will follow all Rules and Procedures as outlined in RCW 42.12.070(6) or these rules, whichever is greater. |
| C. | Qualified applicants will be interviewed by the City Council during an open meeting. Council may go into Executive Session to discuss qualifications and Consensus of Council. All voting must be made by voice vote in open session of a regular or special meeting. |



Agenda Bill No. 14-065

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: April 7, 2014
SUBJECT: City Council Retreat

ATTACHMENTS:

Previous Council Review Date: N/A

Summary: A Council retreat is proposed for May 3, 2014 from 8:00 a.m. to 2:00 p.m. The City Clerk has requested AWC to provide training on this date as well.

Retreats are held for a number of reasons, including training; program evaluation; team building; goal setting, prioritizing, and brainstorming; role clarification; and mid-year organizational updates.

Recommendation/Action:

Motion for Consideration: "I move to..."

Budget Impact:

Alternatives:

