

# City of SeaTac

## Regular Council Meeting Agenda

October 25, 2011  
6:00 PM

City Hall  
Council Chambers

**CALL TO ORDER:**  
**ROLL CALL:**  
**FLAG SALUTE:**

**PUBLIC COMMENTS (at the beginning of the meeting):** (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

### 1. PRESENTATIONS:

- **Council confirmation of Mayoral re-appointments of Jon Ancell and Fred Geraldson to the Senior Citizen Advisory Committee (5 minutes)**  
By: Mayor Terry Anderson
- **2011 Photography Winners (5 minutes)**  
By: Recreation Supervisor Marlon Olson
- **Soldiers' Angels Day of the Deployed Proclamation (5 minutes)**  
By: Mayor Terry Anderson
- **Port of Seattle's Air Cargo Study (15 minutes)**  
By: Senior Planner Al Torrico /Air Cargo Operations and Development Senior Manager Tom Green
- **Council consideration of Mayoral re-appointment of Cheryl Forbes to the Human Services Advisory Committee (5 minutes) (Scheduled for confirmation at the 11/08/11 RCM)**  
By: Mayor Terry Anderson

### 2. DISCUSSION ITEM:

- **Summary of \$5,000 - \$35,000 Purchase Requests for the period ended October 19, 2011 (5 minutes)**  
By: City Manager Todd Cutts

### AGENDA BILL PRESENTATIONS:

3. **Agenda Bill #3377 – A Motion authorizing the City Manager to sign an Interagency Agreement between the Administrative Office of the Courts and SeaTac Municipal Court for reimbursement of interpreter services (5 minutes)**  
By: Court Administrator Paulette Revoir
4. **Agenda Bill #3369 – A Motion authorizing the City Manager to execute a Contract with Grindline Skateparks, Inc. for design of a skate park at the SeaTac Community Center (10 minutes)**  
By: Assistant Parks and Recreation Director Lawrence Ellis
5. **Agenda Bill #3371 – A Motion authorizing the City Manager to sign an Interlocal Agreement with the Kent Regional Fire Authority for joint operations and administration of specific fire services (10 minutes)**  
By: Fire Chief Jim Schneider
6. **Agenda Bill #3380 – An Ordinance relating to Councilmember Compensation and Benefits (10 minutes)**  
By: Human Resources Director Anh Hoang
7. **Agenda Bill #3373 – An Ordinance establishing a Community Building Committee as an advisory committee to the City Council (10 minutes)**  
By: City Manager Todd Cutts

**8. CONSENT AGENDA:**

- **Approval of claims vouchers** (check nos. 95838 and 95840 – 96044) in the amount of \$618,531.26 for the period ended October 21, 2011.
- **Approval of payroll vouchers** (check nos. 50155 – 50187) in the amount of \$176,612.41 for the period ended October 15, 2011.
- **Approval of payroll electronic fund transfers** (check nos. 70106 - 70281) in the amount of \$343,771.01 for the period ended October 15, 2011.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$67,368.38 for the period ended October 15, 2011.
- **Summary of \$5,000 - \$35,000 Purchase Requests** for the period ended October 19, 2011.

**Approval of Council Meeting Minutes:**

- **Administration and Finance Committee Meeting** held October 11, 2011.
- **Public Safety and Justice Committee Meeting** held October 11, 2011.

**Agenda Items reviewed under Agenda Bill Presentations will be considered for placement on this Consent Agenda. Please refer to the items in the Council packet, if necessary.**

**PUBLIC COMMENTS (related to the Consent Agenda):** (Individual comments shall be limited to one minute and group comments shall be limited to three minutes.)

**PUBLIC COMMENTS (related to the following Unfinished Business):** (Individual comments shall be limited to two minutes. Group comments shall be limited to five minutes.)

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**CITY MANAGER'S COMMENTS:**

**COUNCIL COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURN:**

## **1. PRESENTATIONS:**

- **Council confirmation of Mayoral re-appointments of Jon Ancell and Fred Geraldson to the Senior Citizen Advisory Committee (5 minutes)**

By: Mayor Terry Anderson

- **2011 Photography Winners (5 minutes)**

By: Recreation Supervisor Marlon Olson

- **Soldiers' Angels Day of the Deployed Proclamation (5 minutes)**

By: Mayor Terry Anderson

- **Port of Seattle's Air Cargo Study (15 minutes)**

By: Senior Planner Al Torrico /Air Cargo Operations and  
Development Senior Manager Tom Green

- **Council consideration of Mayoral re-appointment of Cheryl Forbes to the Human Services Advisory Committee (5 minutes)**  
*(Scheduled for confirmation at the 11/08/11 RCM)*

By: Mayor Terry Anderson



# MEMORANDUM

Date: October 21, 2011  
To: City of SeaTac Mayor and Council  
From: Kristina Gregg, City Clerk *KG*  
Subject: Confirmation of Re-appointments

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Please be advised that the following individuals applications went before the Mayor and Council at the October 11, 2011 Regular Council Meeting for consideration of re-appointment and will go before the Council at the October 25, 2011 Regular Council Meeting for confirmation of re-appointment.

## **Confirmation of Re-Appointments**

### *Senior Citizen Advisory Committee:*

- Jon Ancell to fill a term to end October 28, 2014
- Fred Geraldson to fill a term to end October 28, 2014

Cc: Recreation Supervisor Kathleen Cummings



# MEMORANDUM

Date: October 21, 2011  
To: City of SeaTac Mayor and Council  
From: Kristina Gregg, City Clerk *KGG*  
Subject: Citizen Advisory Committee Re-appointments

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Please be advised that Mayor Terry Anderson has selected, for the Council's consideration, the following individual that she feels is best qualified to serve as a member of the Human Services Advisory Committee. The re-appointment is being presented at the October 25, 2011 Regular Council Meeting for your consideration and then, if accepted by Council, at the November 8, 2011 Regular Council Meeting for confirmation of appointment.

**Re-appointment:**

***Human Services Advisory Committee:***

- Cheryl Forbes to fill a term to end October 25, 2014

Attachment: Applications

**SUMMARY OF PURCHASE REQUESTS \$5,000-\$35,000**  
**For October 25, 2011 - Regular Council Meeting**  
**Period ended October 19, 2011**

<u>Item Description</u>	<u>Department</u>	<u>BARS Number</u>	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Estimate</u>	<u>Additional Information</u>
AR-15 Rifles & Optic Scopes	Police	001.000.08.521.20.51.026		\$56,800	\$5,300	Purchased from this vendor back in May, 2011 They are consistently our low bidder for this type of equipment.
Parts for Apparatus 117	Parks	110.000.12.576.10.48.000		\$28,848	\$25,798	Seating walls @ Highline Botanical Garden (interior of rose area)
	Fire	001.000.09.522.20.31.007		\$30,000	\$5,866	This includes a variety of needed replacement parts for Apparatus 117

*Note: Any expenditures over budgeted amount  
will be absorbed by reductions in other  
line items.*

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Municipal Court

Agenda Bill #: 3377

**TITLE:** A Motion authorizing the City Manager to sign an Interagency Agreement between the Administrative Office of the Courts and SeaTac Municipal Court for reimbursement of interpreter services.

<i>October 19, 2011</i>	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
<b>Date Council Action Requested:</b>	<u>RCM 10/25/2011</u>
<b>Ord/Res Exhibits:</b>	
<b>Review Dates:</b>	<u>A&amp;F 10/11/2011; PS&amp;J 10/11/2011</u>
<b>Prepared By:</b>	<u>Paulette N. Revoir, Court Administrator</u> <i>Paulette N. Revoir</i>
<b>Director:</b>	<u><i>Paulette N. Revoir</i></u> City Attorney: <u><i>Mary Miranda Barrolo</i></u> <span style="float: right;"><i>MR</i></span>
<b>Finance:</b>	<u><i>Joe D. Pike</i></u> BARS #: <u>001.334.01.20.001</u>
<b>City Manager:</b>	<u><i>Todd Curtis</i></u> Applicable Fund Name: <u>General Fund</u>

**SUMMARY:** This Motion authorizes the City Manager to sign an Interagency Agreement between the Administrative Office of the Courts and SeaTac Municipal Court for reimbursement of interpreter services.

**DISCUSSION / ANALYSIS / ISSUES:** This Agreement authorizes the Court to receive up to \$9,363 in reimbursement from AOC for court interpreter services during the time period of July 1, 2011 through June 30, 2012. In order for the Court to receive reimbursement, it must utilize certified, registered or qualified interpreters under the conditions set forth in the Agreement. Additionally, the Court must submit paper invoices and electronic interpreter data to AOC. Either party may terminate the Agreement with 30 days written notice. AOC, in its discretion and upon notice to the Court, may initiate revenue sharing and reallocate funding among various courts. If it appears our Court may not expend the maximum Agreement amount (\$9,363), AOC may reduce the amount. Conversely, AOC may increase the maximum Agreement amount if additional funds become available through revenue sharing provisions.

**RECOMMENDATION(S):** It is recommended that the City Council carry this Motion.

**FISCAL IMPACT:** AOC agrees through this Agreement to reimburse SeaTac Municipal Court for up to a maximum of \$9,363 for interpreter costs incurred during the period of July 1, 2011 – June 30, 2012. The Court's annual interpreter budget is approximately \$38,000.

**ALTERNATIVE(S):** Do not carry this Motion.

**ATTACHMENTS:** Proposed Interagency Agreement.

**INTERAGENCY AGREEMENT IAA12188**  
**between**  
**STATE OF WASHINGTON**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**and**  
**SEATAC MUNICIPAL COURT**

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

**1. DEFINITIONS**

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

- a. “Certified Interpreter” means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at [http://www.courts.wa.gov/programs\\_orgs/pos\\_interpret/](http://www.courts.wa.gov/programs_orgs/pos_interpret/)
- b. “Registered Interpreter” means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at [http://www.courts.wa.gov/programs\\_orgs/pos\\_interpret/](http://www.courts.wa.gov/programs_orgs/pos_interpret/)
- c. “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. “Qualifying event” means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/content/courtInterpreter/FUNDING%20CONDITIONS.pdf>
  - If the language interpreted is a language for which there are certified spoken language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
  - If the language interpreted is a language for which there are registered spoken language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
  - If the language interpreted is a language for which there are registered spoken language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.
  - If the language interpreted is a language for which there are no certified or registered spoken language interpreters, the event was interpreted by a qualified interpreter.
  - If the event was interpreted by a qualified sign language interpreter.

**2. PURPOSE**

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

- a. These funds are intended to address the Court’s following needs:
  - Financial need – i.e., the gap between the Court’s available financial resources and the costs to meet its need for certified, registered and qualified interpreters; and
  - Interpreter need – i.e., the gap between the level of the LEP, deaf, and hard of hearing public’s need for language access to the Court’s court(s) (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered and qualified interpreters in the applicant’s most frequently needed languages).

### 3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a. The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data (“ISF Data”) reflecting interpreter services and costs. The Court will submit ISF Data representing both qualifying and non-qualifying events.
- b. Electronic data shall be submitted using the online application and instructions found, and incorporated herein by reference, at:  
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding>
- c. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered and qualified interpreters for qualifying events, and pursuant to the Funding Conditions set forth, and incorporated herein by reference, at:  
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding>
- d. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.

#### 4. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2011 through August 31, 2012.

#### 5. COMPENSATION

- a. The Court shall be reimbursed a maximum of \$9,363 for costs incurred during the period of July 1, 2011– June 30, 2012. No reimbursement shall be made under this Agreement for interpreting occurring subsequent to June 30, 2012.
- b. The Court shall receive payment for its costs for interpreter services as set forth in Section 3c.
- c. The Court shall not be reimbursed until properly-completed paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
  - 1) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between July 1, 2011 and September 30, 2011, must be received by the AOC no later than December 31, 2011.
  - 2) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between October 1, 2011 and December 31, 2011, must be received by the AOC no later than January 31, 2012.
  - 3) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between January 1, 2012 and March 30, 2012, must be received by the AOC no later than April 30, 2012.
  - 4) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between April 1, 2012 and June 30, 2012, must be received by the AOC no later than July 31, 2012.
- d. If this Agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- e. The Court shall, no more frequently than monthly, submit its paper A-19 invoices to:

AOC Financial Services  
PO Box 41170  
Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to AOC as described in paragraph 3b.

- f. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within thirty (30) days of receipt of a properly-completed paper invoice and the completed ISF Data.

- g. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- h. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

## **6. LANGUAGE ASSISTANCE PLAN(S)**

As a condition of receiving funding under this Agreement, the Court agrees to implement and maintain an AOC-approved Language Assistance Plan.

## **7. TREATMENT OF ASSETS AND PROPERTY**

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

## **8. RIGHTS IN DATA**

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

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

**9. INDEPENDENT CAPACITY**

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

**10. AGREEMENT ALTERATIONS AND AMENDMENTS**

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

**11. RECORDS, DOCUMENTS, AND REPORTS**

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

**12. RIGHT OF INSPECTION**

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

**13. DISPUTES**

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

**14. TERMINATION**

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

**15. GOVERNANCE**

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

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

1. Applicable state and federal statutes and rules;
2. This Agreement; and
3. Any other provisions of the Agreement, including materials incorporated by reference.

**16. ASSIGNMENT**

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

**17. WAIVER**

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

**18. SEVERABILITY**

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

**19. ENTIRE AGREEMENT**

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

**AGREEMENT MANAGEMENT**

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<b>AOC Program Manager:</b> Katrín Johnson PO Box 41170 Olympia, WA 98504-1170  (360) 704-4062 <a href="mailto:Katrín.Johnson@courts.wa.gov">Katrín.Johnson@courts.wa.gov</a>	<b>Court Program Manager:</b> Paulette N. Revoir, Court Administrator 4800 188th Street SeaTac, WA 98188  206-973-4611 <a href="mailto:prevoir@ci.seatac.wa.us">prevoir@ci.seatac.wa.us</a>
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**AGREED:**

THE ADMINISTRATIVE OFFICE  
OF THE COURTS

COUNTY OR CITY

\_\_\_\_\_  
Dirk Marler, Director      Date  
Judicial Services Division

\_\_\_\_\_  
Date



**CITY OF SEATAC  
PARKS CAPITAL IMPROVEMENT PROJECT  
CONSULTANT AGREEMENT**

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of October, 2011, by and between City of SeaTac, Washington, hereinafter called the "Owner," and Grindline Skateparks, Inc. , hereinafter called the "Consultant", on the following terms and conditions.

WITNESSETH:

WHEREAS, the Owner proposes to proceed with the design and construction of a skate park at the SeaTac Community Center hereinafter called the "Project"; and

WHEREAS, the Consultant is willing to provide the said services;

NOW, THEREFORE, the Owner and the Consultant, for consideration hereinafter named, agree to the following Scope of Services:

1. The Consultant agrees to perform and furnish the following Basic services for the above-mentioned project as well as those specific basic professional services set forth at Article III of this Agreement:

**BASIC SERVICES**

- a. Civil Engineering (including a TIR report)
- b. Landscape Architecture (including grading and drainage design)

and all other services customarily furnished by a Landscape Architect and its consultants.

**ADDITIONAL SERVICES**

- a. Land Surveying (to be completed by owner)

2. The Owner agrees to pay the Consultant as compensation for all basic services described in Paragraph I, above, and in Articles III and IV of this Agreement, a lump sum fee of \$ 27,890. The said total compensation includes all reasonable and necessary expenses incurred in connection with this project, including, but not limited to, meals, lodging, transportation, telephone and electronic transmission charges, reproduction, printing, and other direct costs.

**ARTICLE I - THE OWNER'S RESPONSIBILITIES:**

- A. The Owner shall designate a Representative authorized to act on the Owner's behalf. The Consultant shall communicate with the City only through the Owner's Representative.
- B. The Owner's Representative shall furnish the Consultant with a written program for the project, and site information on file with the Parks Division including record documents if available. The written program (Program) may include the detailed summary of the Owner's needs, desired elements and design objectives.
- C. The Owner shall pay for any required additional testing, studies or surveying which the Consultant identifies in writing and the Owner's Representative agrees is necessary to complete the design and construction.
- D. The Owner's Representative shall furnish the Consultant sample general requirement documents containing the construction contract requirements of the Owner.

- E. The Owner's Representative shall examine documents submitted by the Consultant, render decisions and advise the Consultant promptly to avoid unreasonable delay in the progress of the Consultant's work.
- F. The Owner's Representative shall provide the Consultant with written authorization to proceed with the Design Development Phase after the satisfactory completion of the Schematic Design Phase and with Construction Documents after the satisfactory completion of Design Development.
- G. The Owner's Representative shall arrange and pay for the required advertisements for bids, shall distribute bid documents, conduct the bid opening, and may award a contract to the successful bidder.
- H. The Owner's Representative shall arrange and pay for any required inspection and testing of the quality and placement of critical construction materials during construction.
- I. The Owner's Representative shall follow the procedure of issuing orders to Contractors only through the Consultant except in case of an emergency, a threat of injury to persons or property, or when the Owner's policies, personnel, or property are involved. In each case the Owner's Representative will promptly notify the Consultant of the action taken.
- J. The Owner's Representative will make routine on-site inspections. He shall consult with the Consultant on problems as they may arise and assist the Consultant in matters relative to coordinating the progress of the work.
- K. The Owner shall provide to the Consultant, the following:
  - Boundary and topographic survey of existing conditions of the site.
  - All permits associated with the project without cost. Consultant will provide information related to the extra services which is necessary to obtain any permits.

**ARTICLE II - THE CONSULTANT'S RESPONSIBILITIES:**

- A. The Consultant shall cooperate with the Owner in the accomplishment of all items listed in Article I, "The Owner's Responsibilities."
- B. The Consultant shall not employ any design subconsultants on this project unless they have been approved by the Owner's Representative.
- C. The Consultant shall identify and inform the Owner's Representative in writing of all applicable codes, requirements, permits, and approvals necessary from Federal, State, and local governments, agencies, and parties.
- D. The Consultant shall notify the Owner's Representative of additional testing, studies, or surveying necessary to complete the design. The Consultant shall call for, define the scope of and coordinate testing, study or survey approved by the Owner's Representative.
- E. The Consultant shall design all work in accordance with all applicable laws, statutes, codes, standards and regulations.
- F. The Consultant shall promptly perform without limitation all phases, as detailed in Articles III, IV, and V of this Agreement, so as to ensure that neither the Contractor nor the Project is delayed by action or omission of the Consultant. It shall be the Consultant's responsibility to inform the Owner's Representative of any deviations from the project time schedule (PTS).
- G. The Consultants shall prepare all drawings on 24 inch X 36 inch. All documents and original drawings shall become the property of the Owner.

- H. The Consultant shall be responsible for and correct any errors, inconsistencies and omissions in the drawings, specifications and other documents prepared by the Consultant, at no additional cost to the Owner.
- I. All costs arising during construction which are due to the errors of the Consultant, or are necessary to accommodate the omissions in the Consultant's design, shall be borne by the Consultant, except that the Consultant shall not bear the cost of actual construction or installation of the omitted item.

**ARTICLE III - BASIC SERVICES OF THE CONSULTANT**

A. Schematic Design Phase

The Consultant shall:

1. Consult with the Owner's Representative to ascertain, confirm or recommend revision to the general and detailed requirements for the project as indicated in the Program.
2. Accomplish necessary and reasonable site inspections, interviews, research, analysis and Program reviews. Verify existing site conditions.
3. Identify zoning and building codes and ordinances that have jurisdiction over the project. Contact all permitting authorities to determine specific code and permitting requirements and procedures that affect the project.
4. Coordinate with applicable utility districts and/or companies to obtain utility location drawings and to determine all service connection and/or extension requirements, schedules, assessments and fees necessary to obtain construction approvals.
5. Analyze all conditions and requirements of the project and illustrate with the Schematic Design Documents the Consultant's proposed design solution to the Program requirements. The Schematic Design Documents shall include:
  - (a) The drawings of site plan, floor plans, elevations and sections sufficient to indicate site conditions, general scope and character of the project, and size, location and relationships of the project components, including diagrammatic or schematic drawings of proposed mechanical, electrical and structural systems.
  - (b) The outlined specification, addressing all aspects of the work, and narrative descriptions of the proposed mechanical, electrical and structural systems.
  - (c) The preliminary construction cost estimate, as projected to the time of bidding, based on comparable area, volume, or appropriate unit costs in a format approved by the Owner's Representative.
  - (d) The projected time schedule (PTS) showing all of the related activities of the project. The PTS shall cover the period beginning with Consultant's Notice to Proceed through Final Warranty periods.
6. Present copies of the schematic design, preliminary cost estimate, and projected time schedule to the Owner's Representative.
7. Present the schematic design to the Design Review Committee.

8. After review by the Owner, Design Review Committee, and when sought by the Owner, provide the Owner's Representative a written response to all review comments. The response shall include budget and schedule impacts.
9. Revise Schematic Documents as directed by Owner's Representative.
10. Obtain from the Owner's Representative authorization to proceed with Design Development.

B. Design Development Phase:

The Consultant shall:

1. Upon authorization from the Owner's Representative to proceed, prepare Design Development Documents which expand, elaborate, fix and describe the accepted Schematic Design solution. All Design Development documents shall reflect the revisions or developments which occurred during this phase. The Design Development Documents shall include:
  - (a) The drawings of site plan, floor plans, preliminary grading plans, elevations, sections, and details showing all site conditions, project components, mechanical, electrical and structural systems, and utilities. Illustrate in sufficient detail to define the dimensions, locations, volumes, materials, appearance, and finishes of the project components necessary to produce a complete and functional finished facility.
  - (b) The outlined specification, and narrative descriptions of the mechanical, electrical and structural system. Also, the Consultant shall provide Division I Technical Specifications which the Consultant has reviewed and modified to ensure that no provision or requirement conflicts with those contained in the Owner's General Conditions, Special Provisions, Instructions to Bidders, Form of Bid or other sample documents provided to the Consultant under paragraph F of article I.
  - (c) The preliminary construction cost estimate as projected to the time of bidding.
  - (d) The projected time schedule (PTS).
2. Arrange for and attend any required pre-application meetings and contact permitting authorities as necessary to determine or clarify project specific permit requirements. Provide the Owner's Representative with written meeting or telephone conversation notes and an evaluation of the probable program and cost impacts of each of the permitting authorities' review comments.
3. Prepare Technical Information Report to meet City of SeaTac Storm Drainage requirements.
4. Contact applicable utility districts and/or companies to confirm that service connection and extension requirements, schedules, assessments, and fees necessary to obtain construction approvals have not changed since the Schematic Phase.
5. Present one (1) copy of the Design Development Documents to the Owner.
6. Present one public meeting for design input.
7. Revise Design Development Documents as directed by the Owner's Representative.
8. Obtain from the Owner's Representative authorization to proceed with Construction Documents Phase.

C. Construction Documents Phase:

The Consultant shall:

1. Upon authorization from the Owner's Representative to proceed, prepare Construction Documents which describe the accepted Design Development solution in sufficient scope, extent and detail to produce a complete and functional facility. All Construction Documents shall reflect the revisions to developments which occurred during this phase. The Construction Documents shall include:
  - (a) Construction Drawings sufficient in scope, extent, detail and format to:
    - i. obtain all necessary construction permits and approvals
    - ii. obtain competitive bids
    - iii. construct and complete the project.
  - (b) A Project Manual which shall consist of the Owner's general requirement documents modified by the Consultant to reflect the specific project requirements, and the Technical Specifications calling for terms and conditions, materials, equipment, execution, workmanship and finishes for the project in sufficient detail and format to:
    - i. obtain all necessary construction permits and approvals
    - ii. obtain competitive bids
    - iii. construct and complete the project.
  - (c) All reports, appendices, calculations and other technical information necessary to supplement and support the drawings to obtain all necessary construction permits and approvals.
  - (d) The Final Construction Cost estimate, as projected to the time of bidding, which the Consultant has revised to reflect current costs as well as modifications and additions made during the Construction Documents phase.
  - (e) The projected time schedules (PTS). The Consultant shall adhere to the said schedule.
2. Examine and check completed construction documents to verify completeness, accuracy and continuity between drawings and specifications.
3. Submit six (6) copies of the drawings at least 90% completed and other documents to the Owner's Representative for review and internal approval.
4. Revise and correct Construction Documents as directed by the Owner's Representative.
5. Assemble complete permit application documents with required number of copies necessary to obtain Commercial Building and Grading permits and other necessary construction approvals.
6. Present the application documents to permitting authorities and other governmental authorities, including utility districts or companies with jurisdiction over the project in application for such necessary permits and approvals.
7. During the permit and approvals process: meet with permitting and approval authorities to answer questions or clarify provisions in the application documents; provide the Owner's Representative with meeting or phone notes describing all review comments of permitting and approval authorities and the potential impact of the review comments on project Program and cost. Make changes agreed upon by Owner's Representative and permitting or approval authorities.

8. Provide the Owner's Representative with the names and addresses of Contractors who may wish to bid the project.

D. Bid Phase:

The Consultant shall:

1. Upon authorization from the Owner's Representative to proceed, oversee the printing and collating of sets of Bid Documents which include: construction drawings, Project Manual, and loose leaf Form of Bid. Provide for the delivery of the Documents to City of SeaTac for distribution and bidding. Arrange for printing and delivery of additional sets as requested by the Owner's Representative. Owner will pay direct printing costs for above.
2. Answer planholder's questions to clarify the bid documents, and approve or reject planholder-proposed substitutions.
3. Keep notes describing all planholder contacts and apprise Owner's Representative daily during the bid phase of all planholder questions in a timely fashion.
4. Attend and conduct a pre-bid meeting at the project site if necessary. Circulate a sign-in sheet, take notes and provide the Owner's Representative with written meeting minutes.
5. Prepare addenda as needed to notify planholders of corrections, clarifications and substitutions using addenda format provided by Owner's Representative. Obtain approval from Owner's Representative of addenda prior to issuing to City of SeaTac for distribution to planholders.
6. After Bid Opening, evaluate the bids and assist the Owner's Representative with developing a Recommendation of Award of Bid.

E. Construction Phase:

The Consultant shall:

1. Assume the role and perform the duties of "Architect" as described in the Contract Documents. Be prepared to assist the Owner's Representative by whatever means necessary to ensure the orderly and prompt execution of the work.
2. Prior to the pre-construction conference, review the construction documents and prepare for distribution at the pre-construction conference, a list of warranties, shop drawings, and product submittals that the Contractor will be required to submit, as well as a list of the points in the work where testing and inspection will be required.
3. Attend the pre-construction conference and write and distribute notes to all parties in attendance.
4. Evaluate with the Owner's Representative the Construction Schedule, Job Cost Breakdown, and List of Subcontractors and Materials submitted by the Contractor and accept or modify each.
5. Conduct periodic site observations and progress meetings throughout the construction of the project sufficient to determine whether the quality and progress of the work is in accordance with the contract documents and schedule. At a minimum, this shall include visiting the site at least once every other week while in construction and observing all critical phases of construction, such as: pouring concrete, aligning and adjoining subterranean pipes, establishing grades, laying asphalt, and similar activities that are difficult to alter or correct once set or covered by additional work. For each visit to the site, the Consultant shall record his observations, time and date of visit, number of construction

personnel and equipment on the site, the progress of the work, and any existing or potential deviations of the work from the construction documents or schedule. The Consultant shall provide the Owner's Representative with a copy of all site observation reports and meeting notes. The Consultant shall require subconsultants to conduct site observations as required to adequately observe the work they have designed and to attend progress meetings as mutually agreed by the Owner's Representative and Consultant.

6. Guard the Owner against defects and deficiencies in material and in the workmanship of the Contractor. The Consultant shall advise the Owner's Representative of work which does not conform to the Contract Documents, any non-conforming work which should be rejected, and required corrective work as needed. It is understood that the Consultant does not guarantee the performance of the Contractor, nor does the Consultant's observation of the work constitute supervision or superintendence of the work.
7. Arrange for, attend, conduct, and take notes at weekly job progress meetings with the Owner's Representative, Contractor, pertinent trades, authorities, and subconsultants. At the job progress meeting the Consultant shall review current and planned work progress in relationship to the Contract Documents and Schedule, identify problems in the work and changes to the work. The meeting notes shall describe the decisions and discussions of the meeting. The Consultant shall distribute meeting notes to all parties in attendance, make agreed upon changes to the notes, and maintain a record of amended meeting notes throughout the construction of the job.
8. Promptly check and approve or modify shop drawings, samples, schedules and any other submittals from the Contractor for conformance with the design concept of the project and for compliance with the Contract Documents and secure the approval of the Owner's Representative.
9. Receive and review the Contractor's Certificates for Payment. Prior to signing the Certificates, the Consultant shall confirm that all work for which pay is being approved has been completed and is in apparent conformance with the Contract Documents, and that the Contractor's Record Set of Drawings and Specifications has been updated to accurately reflect work completed.
10. Assist the Owner's Representative in accomplishing necessary or appropriate changes to the Contract work by one of the Owner's approved methods. Assistance shall be the form of:
  - (a) Identify when changes are necessary or beneficial and provide the Owner's Representative with alternative solutions along with cost and schedule implications. Recommend to the Owner's Representative the preferred solution and with the concurrence of the Owner's Representative, design or define the selected change, and transmit it to the Contractor on a Change Proposal form.
  - (b) Receive, review, analyze and recommend disposition of Change Proposals initiated by the Contractor.
  - (c) After consulting with the Owner's Representative, issue Field Directives to the Contractor for changes in the work which are necessary to prevent damage to property or life. If the Directive is oral, follow up with a written Field Directive form.
  - (d) Assist the Owner's Representative in negotiating a fair and reasonable price and extension of time, if necessary, for the agreed upon changes in the work.
  - (e) At the request of the Contractor and with the concurrence of the Owner's Representative, or at the request of the Owner's Representative, collect approved Change Proposals, Field Directives, or other documentation acceptable to the Owner's Representative, and prepare

Contract Change Orders. Provide the Owner's Representative with completed Change Order forms with sufficient detail and in sufficient number for the Owner's Representative.

11. Issue written interpretations of the Construction Documents in response to all requests for information from Contractors, subcontractors, or suppliers.
12. When the Consultant determines construction near completion, or ten (10) days prior to PTS for completion, whichever is sooner, prepare a preliminary punchlist which describes work to be completed or corrected.
13. Upon notice from the Contractor, or at the expiration of the construction period as defined in the Contract Documents, whichever is sooner, arrange for and conduct the Final Inspection of the work. The Consultant shall take notes of the inspection, recording all decisions and prepare the Final Punch List, which describes the work which is not in conformance with the Contract Documents. The Consultant shall distribute the notes of the inspection to all those in attendance.
14. Upon notice from the Contractor of 100% completion of all final Punch List items, re-inspect the work to confirm that it is in conformance with the Contract Documents.
15. When, in the opinion of the Consultant, all work has been satisfactorily completed, make written recommendation to the Owner to accept the work.
16. Upon completion of construction, obtain, review for conformance with Contract Documents written guarantees, operating and maintenance manuals and instructions required in the Contract Documents. The Consultant shall transmit approved documents to the Owner's Representative.

F. Record Drawings Phase:

The Consultant shall:

1. Prepare record data from Contractor's "as-built" data and submit to Owner's Representative as follows:
    - (a) Drawings shall be corrected to reflect Contractor modifications and submittals. (No sepia mylars will be accepted.)
    - (b) Detail drawings bound in the technical specifications shall be corrected from Contractor as-built data reformatted for 2' x 3' drawing sheets.
    - (c) Utility Drawings prepared by others shall be checked for as-built data and reproduced on standard mylar sheets provided by the Owner's Representative.
- All data above shall be submitted to the Owner's Representative within 30 days of receipt of Contractor's as-built data. All documents and drawings shall become the property of the Owner.
2. During the warranty period of the construction contract, assist the Owner's Representative in securing correction of defects that become apparent. Prior to the expiration of the warranty period, arrange for and conduct with the Owner's Representative and Contractor, an inspection of the work that was installed under the construction contract. Take notes and report to the Contractor and the Owner's Representative any observed deficiencies in workmanship or material.

**ARTICLE IV - ADDITIONAL SERVICES OF THE CONSULTANT:**

Additional services are those professional services which are not described under Article III - Basic Services of the Consultant but which are necessary for the complete and functional design and construction of the project.

**ARTICLE V - EXTRA SERVICES OF THE CONSULTANT:**

It is Owner’s intention to complete this project through construction and final acceptance. In addition to work performed under the BASIC and ADDITIONAL SERVICES of this Agreement, the Consultant may be requested in writing to perform extra or follow-on work to complete this project. In such event, the parties hereto have the right to amend this Agreement to include these extra services.

**ARTICLE VI - PAYMENTS TO THE CONSULTANT FOR BASIC SERVICES:**

Payments to the Consultant for basic services work shall be made monthly in proportion to services performed, and shall not exceed the following percentages of the total contract price herein at the completion of each phase of work, with the exception of Extra Services performed under Article V:

Schematic Phase .....	15%
Design Development Phase .....	35%
Construction Documents Phase .....	75%
Receipt of Bids .....	80%
Construction Phase .....	97%
Record Drawings .....	100%

**ARTICLE VII - PAYMENTS TO THE CONSULTANT FOR ADDITIONAL SERVICES:**

When requested by the Owner in writing, the scope of work and fees shall be negotiated.

**ARTICLE VIII - MAXIMUM ALLOWABLE CONSTRUCTION COST:**

The Maximum Allowable Construction Cost is: \$215,805 and is defined as the total sum available for contract award purposes, not including State of Washington Sales Tax, professional fees, or any charges incidental to the project.

**ARTICLE IX - CONSULTANT'S ESTIMATES OF COST:**

A. At any time prior to calling for bids, the Consultant shall notify the Owner, in writing, if for any reason he believes that the project will exceed the Maximum Allowable Construction Cost (MACC) stated above. The Owner when so notified shall cooperate fully with the Consultant in reducing the scope of the project in an amount sufficient to bring the project within the MACC. This will not result in a fee increase for the Consultant.

The Owner may, at his option, based upon the Consultant's estimated cost of the work, increase the MACC. In this case, the Consultant may receive a fee increase which in no case will exceed the difference between the existing contract amount and an amount determined by the factoring of the appropriate City of SeaTac fee schedule percentage to the increased MACC.

B. In order to secure the best possible bid price on construction, the Consultant will recommend and the Owner's Representative will approve items to be bid as additive alternates to the base bid. The Consultant will not receive additional fees for structuring the bid in this manner.

In the event that the lowest responsible bid received exceeds the Maximum Allowable Construction Cost, the Consultant agrees to revise the drawings if so requested by the Owner's Representative in order to bring construction cost within the Maximum Allowable Construction Cost at no additional expense to the Owner. The Owner in this event agrees to cooperate with the Consultant and permit reasonable and necessary reductions in the scope of the project.

**ARTICLE X - TERMINATION OF AGREEMENT:**

A. Termination of Agreement for Cause:

The parties recognize that time is of the essence. Therefore, if, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall, at the option of the Owner, become its property; and the Consultant shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials, according to the value to City of SeaTac for such work not to exceed the percentages set forth in Article VI.

B. Termination for Convenience of Owner:

The Owner may terminate this Agreement at any time by a 10 day notice in writing from the Owner to the Consultant.

In that event, all finished or unfinished documents and other materials as described in paragraph A of Article XI above shall, at the option of the Owner, become its property. If the agreement is terminated by the Owner as provided herein, the Consultant will be paid on the basis of actual payroll cost times a factor of 2.5 plus reimbursable expenses, or an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement. If this Agreement is terminated due to the fault of the Consultant, paragraph A of Article XI shall apply.

**ARTICLE XI - SUCCESSORS AND ASSIGNS:**

Neither the Owner nor the Consultant shall assign, sublet, transfer, mortgage, pledge as collateral, or otherwise encumber any rights or interests accruing from this Agreement without the written consent of the other.

**ARTICLE XII - HOLD HARMLESS AND INDEMNIFICATION:**

A. In providing services under this Agreement, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are employee of the City for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a City employee under state or local law.

The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others by reason of this Contract. The Consultants shall protect, indemnify and save harmless the City and its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, service, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

B. The Consultant further agrees that it is financially responsible for and will repay the City all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the City, and the State of Washington (when any funds for this Contract are provided by the State of Washington), their officers, employees, and agents from any and all costs, claims, judgments, and /or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom, including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Consultant.

### **ARTICLE XIII - INSURANCE REQUIREMENTS**

- A. By the date of execution of this Contract the Consultant shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Consultant, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Consultant or subcontractor. The Consultant may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "Occurrence" form; excepting that insurance for Professional Liability, Errors and Omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

B. Minimum Limits of Insurance

1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1,000,000
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the state of residency.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by the City. The deductible and/or self-insured retention policies shall not limit or apply to the Consultant's liability to the City and shall be the sole responsibility of the Consultant.

D. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

- (a) General Liability Policy:

- i. The City, its officers, officials, employees and agents are to be covered as additional insured as respects; liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
- ii. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees or agents shall not contribute with the Named Insured's insurance or benefit the Named Insured in any way.
- iii. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

- i. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior notice, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated by Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exceptions must be approved by the City.

If at any time the foregoing policies shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Consultant shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

F. Verification of Coverage

The Consultant shall furnish City of SeaTac with certificates of insurance and endorsements required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the City and are to be received and approved by the City prior to the commencement of activities associated with the Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

The Consultant shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements of this Contract shall be subject to all of the requirements stated herein.

**ARTICLE XIV - NONDISCRIMINATION:**

- A. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed,

marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

- B. Federal, State, and Local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of SeaTac must comply with Section 504, The Americans with Disabilities Act of 1990 (ADA).

**ARTICLE XV - SEVERABILITY:**

Should any provision in this agreement be declared unconstitutional, invalid or void by a court of law, such decision shall not affect the validity or enforceability of the remaining provisions of this agreement.

**ARTICLE XVI - CAPTIONS:**

The captions in this agreement are provided for the convenience of the parties and have no effect on the construction or interpretation of any part hereof.

**ARTICLE XVII - EXTENT OF AGREEMENT:**

This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior agreements. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

**OWNER:**

\_\_\_\_\_  
Signature

Title: City Manager, City of SeaTac

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

**CONSULTANT:**

\_\_\_\_\_  
Signature

Title: Grindline Skateparks, Inc.

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

Federal Tax ID No. \_\_\_\_\_

Washington Registration No. \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

REV. 1/99

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**  
**Department Prepared by: Fire**

**Agenda Bill #: 3371**

**TITLE:** A Motion authorizing the City Manager to sign an Interlocal Agreement with the Kent Regional Fire Authority for joint operation and administration of specific fire services.

October 17, 2011	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 10/25/11</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>PS&amp;J 10/11/11</u>	
Prepared By: <u>Jim Schneider, Fire Chief</u>	
Director: <u><i>Jim Schneider</i></u>	City Attorney: <u><i>Mary Mirante Barrolo</i></u>
Finance: <u><i>Steve Poppe</i></u>	BARS #: <u>Various</u>
City Manager: <u><i>Tom Bell</i></u>	Applicable Fund Name: _____

*MR  
RFA*

**SUMMARY:** This motion authorizes the City Manager to sign an Interlocal Agreement (ILA) with the Kent Fire Department RFA, in substantially similar form as attached hereto, for Joint Operation and Administration of specific fire services.

**DISCUSSION / ANALYSIS / ISSUES:** The City of SeaTac currently has a signed ILA with the Kent Fire Department Regional Fire Authority (RFA) for joint operations and administration of specific fire services in 2011. We are requesting to renew the ILA for 2012. Reviewing the ILA for 2012 will allow the City of SeaTac and Kent Fire Department RFA to continue the discussion and considerations of consolidation options. Consolidation options are being considered for economy of scale and efficiencies gained by both jurisdictions if a consolidation was to occur in 2013. The SeaTac City Council has been updated quarterly on the current ILA, which has proven to be a very productive and positive partnership for both organizations.

The Interlocal Agreement for 2012 identified the following services performed by the RFA for the City:

**Administrative Services:** The City of SeaTac will continue to contract for Fire Chief Administrative Services with the Kent RFA, at a cost of \$52,100 for 2012, a cost much less than having a full-time Fire Chief for the SeaTac Fire Department.

**Emergency Management Services:** The Fire Chief will continue to serve as the City of SeaTac Emergency Manager and continue the current Emergency Management Training Programs that have been implemented in 2011. Cost of service for 2012 will be \$10,420.

**Fire Prevention, Public Information Officer, and Public Education Program:** The City of SeaTac will continue to receive the services of a Fire Marshal, who will administer a Building Code Enforcement Program; A Public Education Program; and a Public Information Officer: The cost for services in 2012 will be \$104,200; a cost much less than having a Fire Marshal, Public Education Officer and Public Information Officer for the SeaTac Fire Department.

**Fire Investigation Services:** The City of SeaTac will continue to receive Fire Investigation Services from the South King County Fire Investigation Task Force, coordinated through the SeaTac Police Department. The services also include the Juvenile Fire Setter Program. Cost of services for 2012 will be \$20,747.

Training Consolidation Services: A SeaTac Fire Department Captain will continue to work in the Consolidated Training Consortium with the Kent RFA. In addition, the current Firefighter from SeaTac will continue to work in the Planning Section that supports both departments. Both departments realize the Benefits of Economy of Scale and reduction in duplication of services with this partnership.

If the ILA is renewed for 2012, it will become effective on January 1, 2012. Entering into the ILA with the Kent Fire Department RFA does not obligate the City of SeaTac to consolidate further services with the RFA at a later date.

**RECOMMENDATION(S):** It is the recommendation that the motion be carried.

**FISCAL IMPACT:** The maximum total cost of the 2012 ILA is \$187,467.00, which is included in the 2012 budget:

	Proposed Budgeted ILA Costs	Estimated Expenditures If the City of SeaTac Provided the Services
Fire Chief	\$ 52,100.00	\$146,259.00
Fire Prevention	104,200.00	98,585.00
Fire Investigation	20,747.00	39,272.00
<u>Emergency Management</u>	<u>10,420.00</u>	<u>10,370.00</u>
 Total	 \$187,467.00	 \$294,486.00

The cost savings between the 2012 proposed ILA costs with the Kent RFA verses providing for these services through the City of SeaTac would be \$107,019. The training services received through the ILA will be paid for through the contribution of existing staff to the training consortium. The 2011 ILA cost for services was \$179,911 dollars, there is a 4.2% increase in the cost of services for the 2012 ILA (3.7% CPI, .5% CBA, total 4.2%).

**ALTERNATIVE(S):**

1. Amend provisions of the proposed 2012 ILA before adoption.
2. Do not adopt the motion.

**ATTACHMENTS:**

1. Proposed 2012 ILA.

## INTERLOCAL AGREEMENT

This Agreement is entered into between KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RFA", and the CITY OF SEATAC, a municipal corporation, hereafter referred to as "City."

### RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the RFA under the authority of RCW 52.26.090 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The RFA and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate certain services to allow for the joint operation and administration of these services within the jurisdiction of the City and RFA.
4. This Agreement is not intended to supersede or conflict with the collective bargaining agreements of either party.

### AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Effective Date and Termination of Agreement.** This agreement shall be effective on January 1, 2012 and shall terminate on December 31, 2012. The Agreement may be renewed for additional time periods provided that both parties must give notice of an intent to renew to the other party prior to October 1, 2012. Either party may unilaterally terminate this Agreement with 60 days advance written notice to the other party.
2. **DEFINITIONS.**
  - 2.1. The following terms, when used in this agreement, shall be defined as follows:
    - (a) "RFA" shall mean Kent Fire Department Regional Fire Authority.
    - (b) "City" shall mean City of SeaTac.
    - (c) "City Fire Department" shall mean the City of SeaTac Fire Department.
    - (d) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the RFA.
    - (e) "Communications Chain of Command" shall mean the Chain of Command set forth in the attached **Exhibit A**.

- (f) "Supervisory Chain of Command" shall mean the Chain of Command set forth in the attached **Exhibit B**.
- (g) "Consolidated Operations" shall mean the operations performed under the direction of the Chief and shall include the following:
  - (i) Fire Protection and Emergency Services provided in the City with City employees under the Chain of Command.
  - (ii) Emergency Management Services in the City
  - (iii) Fire Code Inspections in the City.
  - (iv) Public Education Services in the City
  - (v) Fire Investigation Services in the City.
  - (vi) Training for personnel of both the RFA and City.
- (h) FTE shall mean full time employee.
- (i) Calendar Days. The word "days" as used in this Agreement shall mean calendar days unless the context otherwise specifically provides that business days are intended.

### **3. SERVICES PERFORMED BY THE RFA FOR THE CITY**

**3.1. Chief Administrative Services.** Subject to the terms of this Agreement, the Fire Chief shall have management authority over the Consolidated Operations, including but not limited to the following:

- (a) The Fire Chief shall supervise, administer and manage the day to day operations of the City Fire Department in accordance with the Chain of Command. Specifically the Fire Chief shall manage and direct:
  - (i) Staffing levels, personnel assignments and City Fire Department resource allocations.
  - (ii) Implementation of the City Fire Department Budget
  - (iii) Implementation of City Fire Department policies and procedures.
  - (iv) Personnel management including discipline of City Fire Department Personnel. The Fire Chief shall manage all disciplinary actions consistent with existing City personnel policies and procedures and consistent with the collective bargaining agreements between the City and IAFF Local 2919 and AFSCME Local 3830. All disciplinary actions shall follow the Supervisory Chain of Command.

- (v) Oversee and manage all Consolidated Operations in the manner and subject to the limitations specified herein.
- (b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the City hereby designates the Fire Chief of the RFA as the City's Fire Chief, and the RFA's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the RFA and the RFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.
- (c) **Fire Chief Reporting Status.** The Fire Chief shall report to the City Manager and shall attend meetings when requested by the City Manager.
- (d) **Payment for Chief Administrative Services/Emergency Management Services.** In consideration of the Chief Administrative Services and Emergency Management Services, the City shall provide the following to the RFA:
  - (i) The City shall pay the RFA \$52,100.00 per year payable in equal quarterly installments of \$13,025.00 for 581 hours of Chief Administrative Services (based on an hourly rate of \$89.67).
  - (ii) The City shall provide one (existing) Administrative Coordinator-Fire FTE to support the Fire Chief in performance of the Consolidated Operations.
  - (iii) The City shall provide City Administrative staff personnel necessary to support the Emergency Management Services provided under this Agreement.
  - (iv) In the event City administrative staff are unavailable or unable to provide services, the City shall pay for RFA administrative staff time to support the Fire Chief in performance of non bargaining unit work to support the Consolidated Operations. Payment for the staff time shall be at the rate of \$89.67 per hour.

**3.2. Emergency Management Services.** The RFA agrees to perform Emergency Management Services for the City as follows:

- (a) **See EXHIBIT C.**
- (b) **Payment For Emergency Management Services.** In consideration of the Emergency Management Services, the City shall provide the following to the RFA:
  - (i) The City shall pay the RFA \$10,420.00 per year payable in equal quarterly installments of \$2,605.00 for 116 hours of Emergency Management Services (based on an hourly rate of \$89.83).

- (ii) The City shall provide City Administrative staff personnel necessary to support the Emergency Management Services provided under this Agreement.

3.3. **Fire Prevention Services (Code Enforcement and Public Education Services).** The RFA agrees to perform Fire Prevention Services for the City as follows:

- (a) **See EXHIBIT D.**
- (b) **Payment For Fire Prevention Services.** In consideration of the Fire Prevention Services, the City shall provide the following to the RFA:
  - (i) The City shall pay the RFA for Fire Prevention Services at the rate of \$89.60 per hour not to exceed amount of \$104,200.00 payable in equal quarterly installments of \$26,050.00 for 1,163 hours of Fire Prevention Services.
  - (ii) The City shall assign one (existing) Fire Inspector/Plans Examiner FTE to provide plan review and code inspection services in the City. In the event the City employee provides services within the jurisdiction of the RFA, the City shall receive a credit for such hours based on a rate of \$89.60 per hour.
  - (iii) The City shall assign one (existing) Administrative Assistant III FTE to provide fire prevention administrative support services in the City. In the event the City employee provides services within the jurisdiction of the RFA, the City shall receive a credit for such hours based on a rate of \$89.60 per hour.
  - (iv) The City shall provide City Administrative staff personnel necessary to support the Public Education Services provided under this Agreement

3.4. **Fire Investigation Services.** The RFA agrees to perform Fire Investigation Services for the City as follows:

- (a) **See EXHIBIT E.**
- (b) **Payment For Fire Investigation Services.** In consideration of the Fire Investigation Services, the City shall provide the following to the RFA:
  - (i) The City shall pay \$20,747.00 per year payable in equal quarterly installments of \$5,186.75.

3.5. **Training Services.** The RFA agrees to perform Training Services for the City through a training consortium as follows:

- (a) **See EXHIBIT F.**
- (b) **Payment For Training Services.** In consideration of the Training Services, the City shall provide the following to the RFA:

- (i) The City shall assign one (existing) FTE Captain to the training consortium to provide Training Services.
- (ii) The City shall assign one (existing) FTE Firefighter to a light duty IT position with the RFA. In exchange for this assignment, the RFA shall assign a FTE firefighter to the training consortium to support the City's training needs.
- (iii) In the event the person occupying these positions is on leave or works a different shift for any reason for a period of 30 days or more, the City shall, at no expense to the RFA, cover the position with another employee familiar with and adequately trained to provide the needed services. In the event the City is unable to provide such a person, the City agrees to pay the rate of \$88.75 per hour for a qualified RFA employee to provide such services.
- (iv) The City shall pay its pro rata share of non-employee operating costs related to the Training Services.

#### 4. GENERAL PAYMENT PROVISIONS.

4.1. **Payment Procedures.** Except as otherwise provided herein, for all payments provided hereunder, the RFA shall provide the City with quarterly invoices outlining the nature of the services provided, the hours of service provided, the hourly rate applicable to such services and the Training Services expenses incurred. The invoice shall reflect the amount of and basis for any credits given to the City. The City shall pay all invoiced amounts within 30 days of receipt.

4.2. **Failure to Submit Invoice.** The failure of one party to submit an invoice for services to the other party within the timeframes provided in this Agreement shall not result in a waiver of the requirement of the other party to pay for those services; provided that the failure of a party to invoice the other party for a period in excess of thirteen (13) months from the date the services were rendered shall result in a complete waiver and release from any obligation to pay for that service, unless otherwise agreed to by the parties.

4.3. **Reconciliation of Amount Due After Termination.** Within thirty (30) calendar days of the effective date of this Agreement's termination, the parties shall submit to each other a final invoice consistent with the methods of invoicing required herein. Final payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the Agreement.

#### 5. General Provisions.

5.1. **Employees of the RFA Are Not Employees of the City.** All RFA employees who provide the City the services called for in this Agreement shall be employees of the RFA, and not employees of the City. Except as provided in this Agreement, the employees of the RFA who are performing the services called for in this Agreement shall not be entitled to any benefit provided to employees of the City. The RFA shall, at all times, be solely responsible for the conduct of its employees in performing the

services called for in this Agreement. The RFA shall be solely responsible for all compensation, benefits and insurance for its employees.

- 5.2. **Employees of the City Are Not Employees of the RFA.** All City employees who provide the City or the RFA the services called for in this Agreement shall be employees of the City, and not employees of the RFA. Except as provided in this Agreement, the employees of the City who are performing the services called for in this Agreement shall not be entitled to any benefit provided to employees of the RFA. The City shall, at all times, be solely responsible for the conduct of its employees in performing the services called for in this Agreement. The City shall be solely responsible for all compensation, benefits and insurance for its employees.
- 5.3. **Records.** All records relating to the provision of the services called for in this Agreement shall be considered records of the City, and shall be retained in accordance with the records retention requirements of the City. Custody and disclosure of the records shall be managed in accordance with **EXHIBIT G**.
- 5.4. **Office Facilities.** The City agrees that the RFA may use City office space and office facilities including but not limited to, copying machines, computers, fax machines, and consumable office supplies owned by the City for the Consolidated Operations provided under this Agreement.
6. **Finances.** Each party shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy and other revenue sources. The Chief shall be responsible for preparing the draft budgets of the City Fire Department portion of the City Budget. Each party agrees to provide the other party with a copy of its budget when completed.
7. **Indemnification and Hold Harmless.** Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
8. **Insurance.**
  - 8.1. Each party shall carry and maintain, for the duration of this Agreement property and liability insurance coverage for all operations, facilities, equipment, and personnel, including liability, at not less than the amount and coverage's as existing on the date of this Agreement in a form and with a company acceptable to the other party.

8.2. The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall have a thirty (30) calendar days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be written on an “occurrence” basis, rather than a “claims-made” basis. In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if that party can demonstrate protection equal to or greater than that specified herein.

9. **Property ownership.** All property acquired by the RFA to enable it to perform the services required under this agreement, shall remain the property of the RFA in the event of the termination of this agreement. All property acquired by the City to enable it to perform the services required under this agreement, shall remain the property of the City in the event of the termination of this agreement.

10. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

11. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion services the RFA owes to the public in general. Neither party intends to create a special relationship or duty to the other party or to the public served by either party.

## 12. **Miscellaneous**

12.1. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

12.2. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

- 12.3. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 12.4. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
- 12.5. **Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 12.6. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.
- 12.7. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 12.8. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 12.9. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

12.10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties below execute this Agreement, which shall become effective on January 1, 2012.

**RFA:**

Kent Fire Department  
Regional Fire Authority:

**CITY:**

City of SeaTac:

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

Print Name: \_\_\_\_\_

Its \_\_\_\_\_

DATE: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Its \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

City of SeaTac  
\_\_\_\_\_  
\_\_\_\_\_

(253) \_\_\_\_\_ (telephone)

(253) \_\_\_\_\_ (facsimile)

(206) 973-4800 \_\_\_\_\_ (telephone)

(206) 973-4819 \_\_\_\_\_ (facsimile)

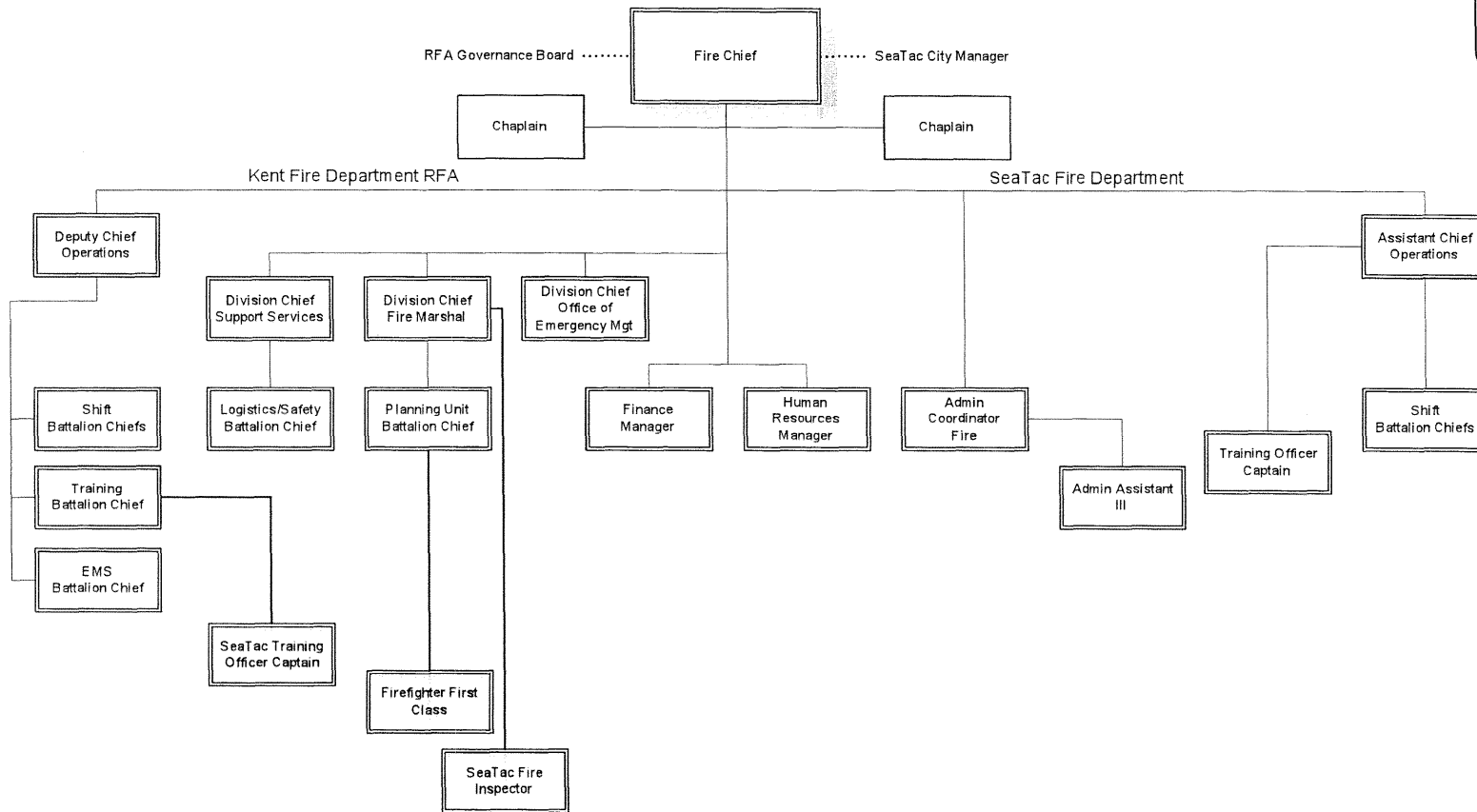
**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

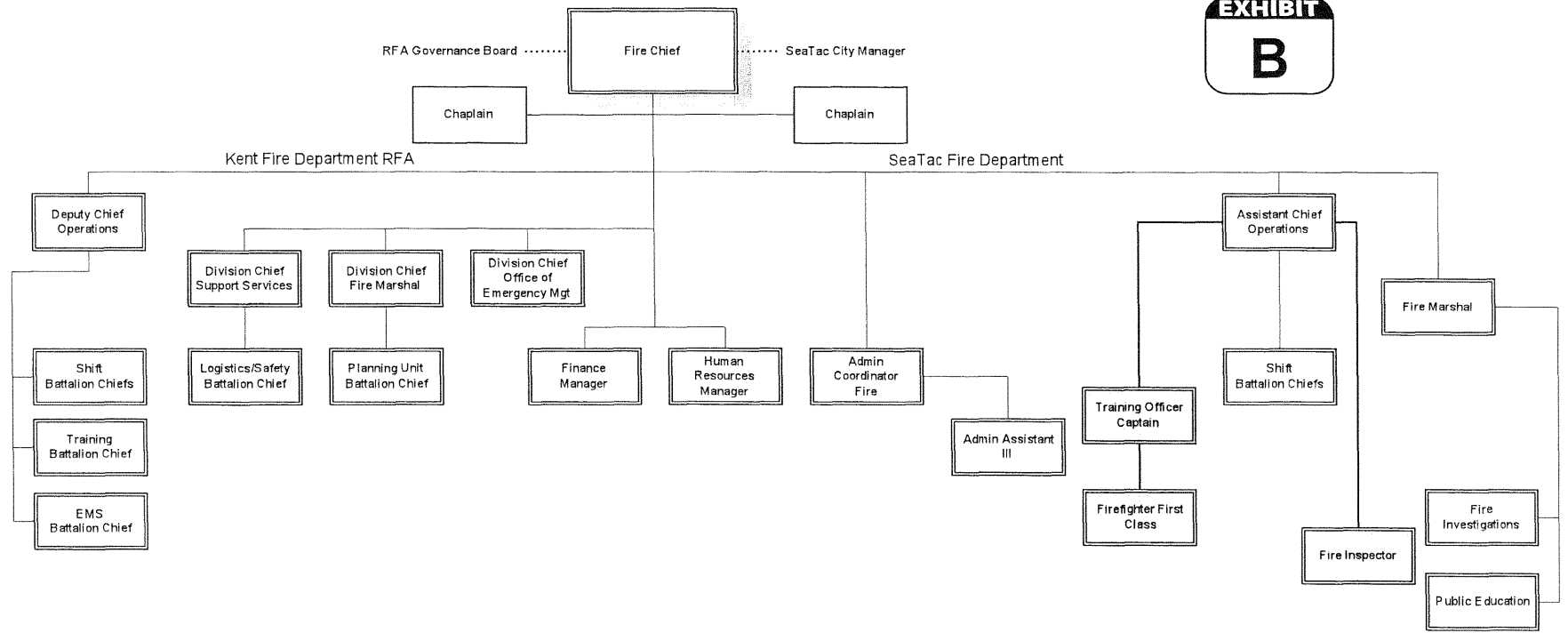
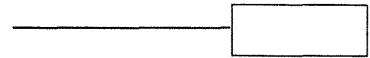
\_\_\_\_\_  
Brian Snure,  
Attorney for RFA

\_\_\_\_\_  
Mary Mirante-Bartolo  
City Attorney

- Communication Reporting Relationship - Individual will report to the supervisor of the division in which they are assigned.



- Supervisor Reporting Relationship - Individuals will report to their supervisor of the department in which they work.
  - e.g. work-related contract issues
  - e.g. issues involving fact-finding or discipline



## EXHIBIT C

### Emergency Management Services

1. Services Provided to City. The RFA shall provide Emergency Management services to the City in the manner and at the level identified by the City in writing. Such services may include but are not limited to, any of the following services:
  - 1.1. Administer all emergency management programs.
  - 1.2. Ensure that plans, programs, and training are in compliance with federal and state standards.
  - 1.3. Ensure that adequate training is provided to meet federal mandates. However, the RFA will not be responsible if City staff does not participate or meet these mandates.
  - 1.4. Manage and oversee the Emergency Coordination Center (“ECC”) and emergency operations.
  - 1.5. Maintain and update the following plans in accordance with state and federal requirements, as well as any other plans that are required pursuant to future state and federal requirements:
    - (a) Comprehensive Emergency Management Plan;
    - (b) Hazardous Materials Emergency Response Plan;
    - (c) Local Hazard Mitigation Plan;
    - (d) Hazardous Identification and Vulnerability Analysis; and
    - (e) Homeland Security Exercise and Evaluation Program.
  - 1.6. Apply for and manage all disaster recovery grants, Emergency Performance Grants, and other public assistance grants.
  - 1.7. Represent the City and actively coordinate and participate on local and regional groups, committees, and associations to further emergency preparedness, and to keep current on emergency management issues facing the region and City. The participation may include the following groups, committees, or associations, as well as any new local or regional Emergency Management Related groups:
    - (a) Emergency Management Advisory Committee;
    - (b) Training and Exercise Sub-Committee;
    - (c) King County Citizen Corps Sub-Committee;

- (d) City of SeaTac Emergency Planning Committee;
  - (e) Regional Disaster Planning Committee; and
  - (f) Region 6 Homeland Security.
- 1.8. Manage and oversee the Local Emergency Planning Committee in accordance with federal, state and City statutes, regulations, and policies.
- 1.9. Prepare City staff and residents for emergencies by providing the following training:
- (a) National Incident Management System Training;
  - (b) Emergency Coordination Center Position Training;
  - (c) Department Operation Center Training;
  - (d) Community Emergency Response Training;
  - (e) School Emergency Response Training;
  - (f) Business Emergency Response Training;
  - (g) Debris Management Training.
- 1.10. Perform all other tasks related to providing Emergency Management Services.
- 1.11. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Emergency Management or as a result of the provision of Emergency Management services for the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.



# Fire Prevention Division Procedure

**Subject:** Clarification of Roles

**Number:** 2001

**Effective Date:** January 19, 2011

**Supersedes:** NEW

**Reference Forms:**

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PUBLIC WORKS

FEB 16 2011

BUILDING DIVISION  
CITY OF SEATAC

Interlocal Agreement between the Kent Fire Department Regional Fire Authority and the City of SeaTac

Approved: *Jon Napier* *Gary Schenk*  
 BC Jon Napier, Fire Marshal Gary Schenk, Building Official

*Todd Cutts* *Debbie Rapier*  
 TODD CUTTS, INTERIM CITY MANAGER RFA Chair

*Approved as to form - [Signature]*

This document is to serve as a clarification of the roles identified within Exhibit D – Fire Prevention Services of the Interlocal Agreement between the Kent Fire Department Regional Fire Authority and the City of SeaTac. The red underlined text reflects changes made to clarify areas that are administered or performed by either the Building or Fire Department. This document will be modified when needed to maintain the consistent and collaborative application of codes and delivery of programs.

## EXHIBIT D

### FIRE PREVENTION SERVICES

1. **Fire Prevention Administration Services Provided to City.** The RFA shall provide the following Fire Prevention Administration Services to the City:
  - 1.1. Direct the management and supervision of Fire Prevention and Life Safety Division personnel;
  - 1.2. Manage and oversee administration of Fire and Life Safety Division programs and activities to include inspections, plan review, code enforcement, fire investigations, public education, assessment and collection of fees, document management, and payroll.
  - 1.3. Subject to City approval, creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
  - 1.4. Subject to City approval, creation and development of forms, letters, and other documents to assist in the application of codes.
  - 1.5. Provide interpretations of fire codes.
  - 1.6. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by the codes.

- 1.7. Provide for public access to the Fire and Life Safety Division.
  - 1.8. Oversee the Accounting and payroll functions to include invoicing and/or billing of assessed fire code related fees, coordinating the collection of fees with the City's Finance Department, time-keeping and completion of payroll documents.
  - 1.9. Oversee document management within the Fire and Life Safety Division; to include creating and maintaining division files, routing of development applications and plans in the division, preparing and imaging retained documentation, and fulfilling public record requests.
  - 1.10. Supervise permit process activities within the Fire and Life Safety Division; to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
  - 1.11. Oversee the process of issuing, printing, and delivering fire code permits.
  - 1.12. Manage Fire Code complaints or inquiries from the public to include data entry, file creation, and routing of information.
  - 1.13. Oversee the process of scheduling and conducting fire code enforcement and permit inspections for developers or contractors. Coordinate with the City's Building Division on these inspections as needed.
  - 1.14. Ensure performance of all duties necessary in order to enforce the fire codes.
  - 1.15. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City.
  - 1.16. Review and sign voluntary correction agreements.
  - 1.17. Perform all other tasks related to the provision of Fire Prevention Administration Services.
2. **Fire Prevention Code Enforcement Services Provided to City.** The RFA shall provide the following Fire Prevention Code Enforcement Services to the City:
- 2.1. Manage initial fire and life safety inspections of new or relocated businesses. Coordinate with the City's Building Division on these inspections as needed.
  - 2.2. Manage inspections of businesses that are required to have fire code permit(s).
  - 2.3. Investigate and oversee the resolution of public fire code violation complaints or inquiries. Coordinate with the City's Building Division and Code Enforcement on code violations or complaints.
  - 2.4. Manage all code enforcement duties related to the fire codes as required by SeaTac Municipal Code Chapter 13.150.
  - 2.5. Manage special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
- ~~Manage post-disaster building and system inspections and/or evaluations.~~

- 2.6. Approval and review of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
  - 2.7. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.
  - 2.8. On request by the City, provide training and education on the fire prevention program and code enforcement to City staff. On request by the City, assist with company inspection program.
  - 2.9. Perform all other tasks related to providing Fire Prevention Code Enforcement Services. Provide fire prevention code enforcement services when City staff is unavailable or unable to provide these services.
3. **Fire Prevention Development Services Provided to City.** The RFA shall provide the following Fire Prevention Development Services to the City:
- 3.1. Management of the Knox/Supra rapid entry program.
  - 3.2. Manage fire departments portion of the development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Coordinate with other City departments in development review.
  - 3.3. Manage Fire's section of the development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Division for the issuance of Certificates of Occupancy.
  - 3.4. Manage Fire's section of economic development activities to include research of properties, systems and code requirements for potential projects and existing buildings.
  - 3.5. Approval of hydrant placement on public and private projects.
  - 3.6. Performance of hydrant flows to verify available water supply.
  - 3.7. Provide and oversee false alarm reduction program activities to include next day follow-up of false alarms from Fire Operations Division, coordination with property owner/agent on repairs or troubleshooting, quality assurance of incident reports from false alarms, feedback to Fire Operations Division on next steps for problematic systems.
  - 3.8. Provide and oversee fire protection system confidence test program activities to include evaluation of confidence tests provided by third-parties, issuing correction notices and/or notices of violation, drafting voluntary correction agreements and field inspections.
  - 3.9. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public.
  - 3.10. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
4. Public Education Services Provided to City. The RFA shall provide Public Education services to the City in the manner and at the level identified by the City in writing. Such services may include, but are not limited to, any of the following services:

- 4.1 Support and participation in City events, such as Festivals, Back to School Fair, Open house events, and National Night Out.
  - 4.2 Fire Safety classes in each of the City's elementary schools, consistent with the other fire departments in the Highline School District.
  - 4.3 Support and participation in providing tours of the fire stations.
  - 4.4 Providing of CPR and First Aid classes.
  - 4.5 Support and participation in the bicycle and life jacket program.
  - 4.6 Support and participation in smoke detector program.
  - 4.7 Public Information Officer at emergency scenes as needed.
  - 4.8 Provide live fire demonstrations for special events.
  - 4.9 In coordination with the Fire Investigation unit, provide intervention and counseling of juvenile fire-setters.
5. **Timeline of Work Provided.** All work performed by the Fire Prevention Division shall be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.
  6. **Fire Marshal/Fire Code Official Reports to City Manager.** The City's Fire Marshal/Fire Code Official shall provide reports to the City Manager as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.
  7. **Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or as a result of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

## EXHIBIT E

### FIRE INVESTIGATION SERVICES

1. Services Provided to City. The RFA shall provide the following Fire Investigation Services to the City:
  - 1.1. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
  - 1.2. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
  - 1.3. Coordinate arson investigation activities with the SeaTac Police Department as necessary.
  - 1.4. Identify juvenile fire setters and coordinate intervention and counseling.
  - 1.5. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
  - 1.6. Participate in the Alcohol Tobacco and Firearms (ATF) Puget Sound Arson Explosives Taskforce by Memorandum of Understanding.
  - 1.7. Participate in regional and state fire investigative organizations and activities.
  - 1.8. Perform all other tasks related to providing Fire Investigation Services.
2. Commissioned Investigators. Investigators who perform the fire investigation services shall retain no less than a limited commission as a law enforcement officer in the City as determined by the Police Chief.
3. Uniformed Police Officer When Arrest Made. Every effort shall be made to have a uniformed commissioned police officer present when making an arrest in the City.
4. Fire Deaths or severe injury. In the case of all fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO MCU supervisor will determine the need to have MCU detectives respond. The RFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.

5. Bombings / Explosive Device Incidents: The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the RFA investigators for the best and most efficient scene investigation and follow-up.
6. Inform Police Chief. The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
7. Fire Investigation Services Dedicated to City. Fire Investigation Services staff will be directly supervised by the RFA's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
  - 7.1. Fire Marshal/Fire Code Official Reports to City's Police Chief. The City's Fire Marshal/Fire Code Official shall provide reports to the City's Police Chief on request. While the Fire Chief shall have the authority to direct the work of the Fire Investigation employees, the Police Chief shall have authority to set the desired outcomes of the Fire Investigation staff, and may establish policies and procedures for the conduct of the work of the Fire Investigations staff related to police action/enforcement.
  - 7.2. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the

## EXHIBIT F

### Training Services

1. Services Provided to City. The RFA, as part of the Training Consortium with SeaTac and Maple Valley Fire and Life Safety shall provide the following Training Services to the City:

- 1.1. Training services provided:

- (a) Officer training to comply with WAC 296-305-05501, to include “Blue Card” Command Training. Training to include certification of officers and training of acting officers.
    - (b) Quarterly Tactical Scenarios
    - (c) Conduct quarterly Chief’s Training
    - (d) Emergency Vehicle Accident Prevention (EVIP) training.
    - (e) Recertification of Emergency Medical Technicians (EMT’s).
    - (f) Competency Based Training (CBT) modules delivered.
    - (g) Competency Based Training (CBT) manipulative skill evaluations.
    - (h) Conduct annual live fire training.
    - (i) Conduct Mod and Step Tests
    - (j) Conduct Firefighter II Certification Exam
    - (k) Conduct annual SCBA practicals
    - (l) Deliver make-up training for missed lessons.
    - (m) Plan, monitor and conduct Return to Work refresher training.
    - (n) Semi-annual apparatus pump academy.
    - (o) Apparatus operator evaluation /refresher training
    - (p) Provide Aid Car training
    - (q) Provide Competency Based Training (CBT) Instructor training
    - (r) Collect and review CPR outcomes with crews

## EXHIBIT G

### Records Management

#### 1.1. Record Ownership.

- (a) RFA records “RFA Records” shall include:
  - (i) all records prepared, owned, used, or retained by the RFA related to the performance of its statutory and contractual duties.
  - (ii) all City Records actually received by the RFA pursuant to the RFA Plan or this Interlocal.
- (b) City records “City Records” shall include:
  - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the RFA to the City.
- (c) The parties recognize that physical custody of RFA Records or City Records is not determinative of whether the records are RFA Records or City Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.

1.2. Records Custodian. Except as provided below, the RFA will be the primary record custodian of all RFA Records. The City will be the primary custodian of all City Records.

1.3. Requests for Records. The parties recognize that some City Records will be in the custody of the RFA and some RFA Records will be in the custody of the City. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the RFA. The method set forth in this exhibit shall serve only as a guideline, and may be altered from time to time as necessary.

- (a) In the event the one party receives a public record request, subpoena or other request for that party’s Records in the custody of the other party, the following process shall be followed:
- (b) The party receiving the request “Receiving Party” will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
- (c) The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to

the requestor as directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.

- (d) The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- (e) It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.




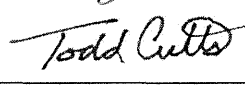
# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: Human Resources

Agenda Bill #: 3380

TITLE: An Ordinance related to Councilmember compensation and benefits.

October 20, 2011	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 10/25/2011</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>Council Retreat 06/10/2011; A&amp;F 08/09/2011; 10/11/2011</u>	
Prepared By: <u>Anh Hoang, Human Resources Director</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>various</u>
City Manager: <u></u>	Applicable Fund Name: <u>General Fund</u>

MR  
H&A

**SUMMARY:** The proposed Ordinance amends Councilmember compensation by eliminating the City’s contribution to HRA/VEBA, and instead directs that same amount to fund a 457 Deferred Compensation Plan currently offered through the City. The proposed Ordinance also re-adopts the Councilmember compensation as set forth in Ordinance 06-1031 without change, so that all Councilmember compensation provisions are contained in a single Ordinance. This Ordinance would be effective January 1, 2014.

**DISCUSSION / ANALYSIS / ISSUES:** Currently, each Councilmember receives a City contribution to an HRA/VEBA plan in lieu of health insurance benefits. The City’s contribution amount is adjusted annually to be equal the amount the City pays for premiums for a non-represented employee and spouse into the most frequently enrolled medical insurance plan together with the full family dental/orthodontia/vision coverage.

In 2011, changes in Medicare regulations require employees to use their HRA/VEBA funds as primary coverage prior to Medicare coverage. As a result of this change, the A&F Committee has recommended that the current amount being paid into the HRA/VEBA account be redirected into a deferred compensation plan. In doing so, the A&F Committee has expressed the following goals: 1) the change does not cost the City more money than staying with the HRA/VEBA plan; 2) the contributions are equally beneficial to all Councilmembers regardless of their health insurance needs and resources; and 3) the change be uniformly applied to all Councilmembers with the same effective date. The proposed attached Ordinance accomplishes these goals.

If the proposed Ordinance is adopted, the City will stop its contribution on behalf of Councilmembers into their HRA/VEBA account upon the effective date of the Ordinance. In lieu of contributing to an HRA/VEBA plan, the City will make a contribution to the Councilmembers’ deferred compensation plan in the same amount. Councilmembers may elect to participate in one of several deferred compensation plans offered by the City to its employees. These changes will be effective January 1, 2014 so that it can be applied to all Councilmembers at the same time. If the change were to go into effect sooner, Councilmembers whose seats are not up for election until November, 2013 would not be able to receive any contributions until they were re-elected due to the prohibition of having compensation increase/diminish during the middle of a term in office.

**RECOMMENDATION(S):** None as this is a Council decision.

**FISCAL IMPACT:** There will be no increased fiscal impact.

**ALTERNATIVE(S):** 1) Do not adopt the proposed Ordinance.

**ATTACHMENTS:** None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac,  
Washington relating to Councilmember compensation and benefits.

**WHEREAS**, Ordinance 10-1006 provides for a City contribution on behalf of each Councilmember into the member's Voluntary Employees' Beneficiary Association for Public Service Employers in the Northwest, also referred to as the "HRA/VEBA Plan," in lieu of health insurance coverage. The amount of contribution is equal to the medical insurance premium for a non-represented employee and spouse into the most frequently enrolled medical plan available together with the full family premiums for dental, orthodontia and vision coverage. This contribution amount is revised annually based on the insurance premium amounts paid by the City annually, and is included and made part of the City's annual budget for amendment and adoption by the City Council;

**WHEREAS**, the 2011 HRA/VEBA contribution rate is \$1,234.98 per month, and the 2012 contribution rate is expected to be \$1,323.35 per month based on the City's health insurance premium rates;

**WHEREAS**, the City's HRA/VEBA Plan contribution rate has increased between two point three percent (2.3%) to twelve point five percent (12.5%) per year from 2008 through 2012, with an average of seven point eight percent (7.8%) increase per year;

**WHEREAS**, City contributions to a qualifying health plan, such as the HRA/VEBA Plan, on behalf of its elected officials are not deemed as compensation under RCW 41.04.190. Therefore, adjustments to the contribution amount can be made effective during the elected official's term of office;

**WHEREAS**, the City Council wishes to stop contributions to the current HRA/VEBA Plan and instead redirect the contributions to a 457 Deferred Compensation Plan in the same amount as authorized in Ordinance 10-1006;

**WHEREAS**, contributions to a 457 Deferred Compensation Plan is considered as compensation under RCW 35A.13.040, which states “That compensation of councilmembers may not be increased or diminished after their election nor may the compensation of the mayor be increased or diminished after the mayor has been chosen by the council.” Therefore, any contribution amounts into a 457 Deferred Compensation Plan must be fixed prior to the elected official’s election into the office for which the compensation is made and cannot be increased or diminished during the elected official’s term of office; and

**WHEREAS**, the City council wishes to re-adopt Section 1 of Ordinance 06-1031 without change so that there is a single Ordinance which addresses Councilmember compensation and benefits;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** Section 1 of Ordinance No. 06-1031 is hereby re-adopted without change as follows:

The compensation to be paid to the members of the SeaTac City Council who are elected to their positions in an election subsequent to the effective date of this Ordinance, and the compensation to be paid, pursuant to RCW 35A.13.040, to the Council member selected to serve as Mayor, shall be as follows:

Council members	\$1,000 per month
Council member selected as Mayor	\$1,200 per month

**Section 2.** The City will continue to make the HRA/VEBA contributions authorized in Ordinance 10-1006 through December 31, 2013. Effective January 1, 2014, the City shall stop making contributions into each Councilmember’s HRA/VEBA Plan per Ordinance 10-1006; and

instead, the City shall make contributions to a 457 Deferred Compensation Plan for each Councilmember in lieu of medical, dental, orthodontia and vision insurance coverage. Each Councilmember may elect to participate in one of several deferred compensation plans offered by the City to its employees. The amount of the City's Deferred Compensation contribution on behalf of each Councilmember shall be a flat rate of \$1,538.00 per month, not to exceed the maximum allowable by law. This flat rate shall remain unchanged until further action is directed by the Council.

**Section 3.** This Ordinance shall not be codified in the SeaTac Municipal Code.

**Section 4.** This Ordinance shall be in full force and effect January 1, 2014.

**Section 5.** Ordinance 10-1006 and Ordinance 06-1031 shall be repealed effective January 1, 2014.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011, and signed in authentication thereof on this \_\_\_\_ day of \_\_\_\_\_, 2011.

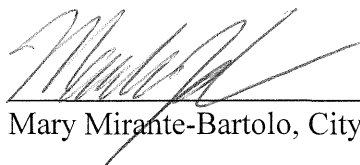
**CITY OF SEATAC**

\_\_\_\_\_  
Terry Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

[Effective Date: **January 1, 2014**]

[Councilmember Compensation]

# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: City Manager's Office

Agenda Bill #: 3373

**TITLE:** An Ordinance establishing a Community Building Committee as an advisory committee to the City Council.

October 19, 2011	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b>	<u>RCM 10/25/11</u>
<b>Ord/Res Exhibits:</b>	
<b>Review Dates:</b>	<u>A&amp;F09/13/2011; PS&amp;J 09/13/11; RCM 10/11/11; LUP 10/25/11</u>
<b>Prepared By:</b>	<u>Todd Cutts, City Manager on behalf of Councilmember Gregerson</u>
<b>Director:</b>	<u>Todd Cutts</u> City Attorney: <u>Mary Murauf Barbo</u>
<b>Finance:</b>	<u>Jane P. P...</u> BARS #: <u>To be determined</u>
<b>City Manager:</b>	<u>Todd Cutts</u> Applicable Fund Name: <u>General Fund</u>

ML  
RFA

**SUMMARY:** This Ordinance establishes a Community Building Committee. The mission of this Committee would be to engender a feeling of belonging and shared community, where there is equal opportunity and access to information and resources for all.

### DISCUSSION / ANALYSIS / ISSUES:

#### **Background**

At the September 13<sup>th</sup> joint Administration & Finance and Public Safety & Justice Committee meeting, Councilmember Gregerson introduced the idea of a new committee to the Councilmembers present. The joint committee provided direction to the City Administration to research this committee and return to Council with alternatives. Since that time, staff has worked with Councilmember Gregerson to understand and refine the proposed objectives, mission, and structure of the committee. As such, the concept has evolved into a Community Building Committee.

Since incorporation in 1990, the City of SeaTac has experienced growth on many fronts. The population has grown, the number of visitors to the City has increased, the number of jobs in the City has increased, vehicular traffic has increased, and the diversity of cultures and languages has also grown. Much of this growth has benefitted the city through new jobs, improved roads, parks, and transit and a rich cultural tapestry. As communities grow, it can be a challenge to retain a shared sense of community. Increased transiency within the population can lead to lack of familiarity with neighbors, which can contribute to the challenge of retaining a sense of community. Community outreach is one technique used to strengthen the community. The byproduct of this outreach is often a community where citizens have a feeling of belonging and shared community and where there is equal opportunity and access for all.

#### **Purpose and Workplan**

With the above in mind, the purpose of this Committee is to make recommendations to City Council to ensure that decisions are made to support community building. Recommendations will be developed through the Committee's workplan. The workplan will include tasks such as:

- Researching best practices of other jurisdictions and vetting those ideas within the community.
- Fostering communication and building trust with all City departments and within the community.
- Acting as a sounding board for projects and programs under development by the City.
- Seeking innovative, community-based ideas through sustainable, two-way communication within

the community.

- Participating in existing city, school and community meetings and events to bridge communication gaps and promote active participation and community engagement.

### **Committee Structure**

The Committee will consist of seven (7) members representing a wide range of ages, neighborhoods, schools, cultures, religions, socio-economics, special needs and skills relevant to the workplan. Members will be appointed by the Mayor and confirmed by the City Council to serve staggered two (2) year terms. The Committee will elect a Chair and Vice Chair to provide leadership. The Committee will meet monthly and provide progress reports to the community twice annually and to the City Council on an as-needed basis.

**RECOMMENDATION(S)**: Staff does not have a recommendation as this time.

**FISCAL IMPACT**: Staff support for this committee exceeds current staffing levels. It is estimated that a 0.25 FTE would be needed to provide on-going support to the Committee's workplan implementation activities, including: conducting research, facilitating meetings and events, reviewing projects and programs, and supporting on-going community engagement. This staff support could be provided through continued funding of the currently vacant Assistant City Manager position or funding of a comparable position.

Alternately, the Committee could be staffed at a lower level, such as 0.1 FTE. Staff involvement in workplan implementation would be significantly reduced. Staff would be available to provide administrative functions such as distributing meeting agendas and taking meeting minutes, with minimal additional time available to support the Committee's research, facilitation, review and engagement functions. Greater reliance would be put on Committee members for workplan implementation.

**ALTERNATIVE(S)**: Do not adopt the Ordinance.

**ATTACHMENTS**: None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington establishing a Community Building Committee as an advisory committee to the City Council.

**WHEREAS**, the City Council finds that it is appropriate to establish a Community Building Committee as an advisory committee to the City Council;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1. Purpose.**

The purpose of this Ordinance is to establish a Community Building Committee (hereinafter referred to as “Committee”) as an advisory committee to the City Council. The purpose of the Committee would be to engender a feeling of belonging and shared community, where there is equal opportunity and access to information and resources for all.

**Section 2. Creation of Community Building Committee.**

There is hereby created an advisory Community Building Committee which shall consist of seven (7) members representing a wide range of ages, neighborhoods, schools, cultures, religions, socio-economics, special needs, and skills that shall be appointed by the Mayor and confirmed by the City Council.

**Section 3. Duties and Responsibilities.**

It shall be the responsibility of the Committee to make recommendations to City Council to ensure that decisions are made to support community building. Recommendations will be developed through the Committee’s workplan. The workplan will include tasks such as:

1. Researching best practices of other jurisdictions and vetting those ideas within the community.
2. Fostering communication and building trust with all City departments and within the community.
3. Acting as a sounding board for projects and programs under development by the City.
4. Seeking innovative, community-based ideas through sustainable, two-way communication within the community.
5. Participating in existing city, school and community meetings and events to bridge communication gaps and promote active participation and community engagement.

The Board shall choose its own Chair and Vice-Chair, make its own rules and regulations, and keep a record of its proceedings. A majority of the members shall be a quorum for the transaction of business.

**Section 4. Terms and Vacancies.**

Upon creation of the Committee, four (4) members shall be appointed for two (2) year terms, and three (3) members shall be appointed for a one year term. Thereafter, members of the Committee shall serve for a term of two (2) years. In the event that there is a vacancy, a qualified successor shall be appointed by the Mayor subject to confirmation by the Council. The appointed successor will then be approved by the City Council to serve the remainder of the unexpired term.

**Section 5. Compensation.**

Members of the Committee shall serve without compensation from the City for services performed.

**Section 6. Council Review.**

The City Council shall reserve the right to review the conduct, acts and decisions made by the Committee.

**Section 7. Effective Date.**

This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.


**CITY OF SEATAC**

\_\_\_\_\_  
Terry Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_]

[Community Building Committee]

**PAYROLL/CLAIMS VOUCHERS WERE SENT  
ELECTRONICALLY TO THE CITY COUNCIL  
A HARD COPY OF THE VOUCHERS  
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

## SUMMARY OF PURCHASE REQUESTS \$5,000-\$35,000

For October 25, 2011 - Regular Council Meeting

Period ended October 19, 2011

<u>Item Description</u>	<u>Department</u>	<u>BARS Number</u>	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Estimate</u>	<u>Additional Information</u>
AR-15 Rifles & Optic Scopes	Police	001.000.08.521.20.51.026		\$56,800	\$5,300	Purchased from this vendor back in May, 2011 They are consistently our low bidder for this type of equipment.
Parts for Apparatus 117	Parks	110.000.12.576.10.48.000		\$28,848	\$25,798	Seating walls @ Highline Botanical Garden (interior of rose area)
	Fire	001.000.09.522.20.31.007		\$30,000	\$5,866	This includes a variety of needed replacement parts for Apparatus 117

*Note: Any expenditures over budgeted amount will be absorbed by reductions in other line items.*



# Administration and Finance Committee Minutes

Tuesday, October 11, 2011  
3:00 PM  
Council Chambers

Members:	Present:	Absent:	Commence: 3:05 p.m.
			Break: 3:47 p.m.
			Commence: 4:05 p.m.
			Adjourn: 4:19 p.m.
Gene Fisher, Chair	X		
Tony Anderson	X		
Rick Forschler	X		

Note: Items 6 & 7 to be reviewed jointly with the Public Safety & Justice Committee

Other Councilmembers Present: Ralph Shape, Pam Fernald  
Staff Coordinator: Joyce Papke, Interim Finance Director

<p>1. Council's HRA/VEBA Program – Deputy Mayor Fisher/Anh Hoang</p>	<p><input type="checkbox"/> Informational Update  <input checked="" type="checkbox"/> Recommended for:  <input checked="" type="checkbox"/> Approval  <input type="checkbox"/> Approval with modifications  <input type="checkbox"/> Denial  <input checked="" type="checkbox"/> Referred to <u>10/25/11 RCM.</u></p> <p>Human Resources Director, Anh Hoang distributed a draft memorandum outlining three options for Council consideration with regard to their HRA/VEBA contributions from the City. The three options are: 1) The City would continue contributing to HRA/VEBA as it is now. The Council would not need to take any action if this option were chosen; 2) Stop contribution to HRA/VEBA and deposit specified dollar amount into a deferred compensation plan set up for each Councilmember effective January 1, 2014. From January, 2012 through December, 2013 the City would continue contributing into each Councilmember's HRA/VEBA account. 3) Stop contribution to HRA/VEBA effective January 1, 2012 and deposit a specified dollar amount into a deferred compensation plan set up for the four positions elected for the 2012-2015 term. The HRA/VEBA contributions would cease for the remaining three Councilmembers. The City's contribution into a deferred compensation plan would commence for the remaining three Councilmembers at the beginning of the next term, January 1, 2014. City Attorney Mary Bartolo stated Council would need to take action by the 10/25/11 Council meeting if there was a change. It was recommended an Ordinance be written and presented at the next RCM for Option #2. If it does not pass, it would default to Option #1 (no change).</p>
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<p>2. Draft 2012 Legislative Agenda – Jeff Robinson</p>	<p><input checked="" type="checkbox"/> Informational Update  <input type="checkbox"/> Recommended for:  <input type="checkbox"/> Approval  <input type="checkbox"/> Approval with modifications  <input type="checkbox"/> Denial  <input type="checkbox"/> Referred to _____</p> <p>Economic Development Manager Jeff Robinson distributed a draft of the 2012 Legislative Agenda for the Committee’s review. The primary issues of particular importance to the City of SeaTac are : 1) Transportation Funding; 2) Infrastructure; 3) Light Rail Station Area; and 4) Stormwater Capacity Grants. The purpose for presenting the draft was to give the Council time and opportunity to respond to the issues. It was suggested that there be a one hour workshop in November or December to discuss the issues prior to bringing it to full Council. Mr. Robinson requested that additional comments or questions be addressed to him electronically.</p>
<p>3. Seattle Southside Tourism Promotion Area – Jeff Robinson, Jeff Hart, G.M. Seattle Marriott, Lynn Wallace, President, SW King County Chamber of Commerce</p>	<p><input checked="" type="checkbox"/> Informational Update  <input type="checkbox"/> Recommended for:  <input type="checkbox"/> Approval  <input type="checkbox"/> Approval with modifications  <input type="checkbox"/> Denial  <input type="checkbox"/> Referred to _____</p> <p>Economic Development Manager, Jeff Robinson reported on the potential for the creation of a TPA in the Seattle Southside market area. A least two cities have to participate and initial discussions have included Tukwila and Kent. The revenue generated by a per room night surcharge would be deposited into a TPA account for the express purpose of tourism marketing activities. The estimated revenue would be between approximately \$1 million and \$2 million a year. Mr. Robinson reported that there will be meetings with the other cities to lay the ground work. A “Frequently Asked Questions” and information sheet is available for the Council’s information.</p>
<p>4. City Councilmembers and City Manager Future Travel Authorizations and Completed Travel Approval of City Credit Card Payments and Personal Reimbursements – Joyce Papke</p>	<p><input type="checkbox"/> Informational Update  <input checked="" type="checkbox"/> Recommended for:  <input checked="" type="checkbox"/> Approval  <input type="checkbox"/> Approval with modifications  <input type="checkbox"/> Denial  <input checked="" type="checkbox"/> Referred to <u>10/25/11 RCM</u></p> <p>Travel authorizations were reviewed by A &amp; F Committee and recommended for approval at the next regular Council meeting.</p>
<p>5. Next Meeting</p>	<p>November 8, 2011</p>

<p>6. Interlocal Agreement with the Kent Regional Fire Authority for Joint Operations and Administration of Specific Fire Services – Jim Schneider</p>	<p><input type="checkbox"/> Informational Update <input checked="" type="checkbox"/> Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to <u>10/25/11 RCM.</u></p> <p>Fire Chief Jim Schneider made a recommendation to renew the Interlocal Agreement with the Kent Regional Fire Authority for joint operations of Administration and specific Fire Services for 2012. Under the current contract those services include Fire Chief, Fire Prevention (which includes Public Education Services), Fire Investigation and Training services. Chief Schneider reported that consolidation of services has proven to be efficient and productive. The cost of the proposed contract would be \$187,467 and become effective 1/1/2012. This is an increase of 4.2% over the 2011 contract due to the Collective Bargaining Agreement Cost of Living increase. A question was asked about grants received in 2011. Chief Schneider reported that the SeaTac Fire Department has secured three grants in 2011: the RAMPART, EMPG and VISTA grants.</p>
<p>7. Administrative Office of the Courts Agreement – Paulette Revoir</p>	<p><input type="checkbox"/> Informational Update <input checked="" type="checkbox"/> Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to <u>10/25/11 RCM.</u></p> <p>Court Administrator, Paulette Revoir distributed a proposed Interagency Agreement between the Administrative Office of the Courts (AOC) and SeaTac Municipal Court for reimbursement of interpreter expenses. The contract is for costs incurred during the period of July 1, 2011 – June 30, 2012 and would cover interpreter services for English deficient and deaf/hard of hearing citizens with a financial need. The SeaTac Municipal Court would be reimbursed for interpreter costs up to a maximum of \$9,363.</p>



# Public Safety and Justice Committee Minutes

Tuesday, October 11, 2011

4:00 PM

Airport Conference Room 345

Members:	Present:	Absent:	Commence: 4:20pm
			Adjourn: 5:08pm
Tony Anderson, Chair	X		
Pam Fernald	X		
Gene Fisher	X		

Note: Items #1 & #2 reviewed jointly with Administration & Finance Committee

Other Councilmembers Present: Terry Anderson, Rick Forschler, Ralph Shape

Staff Coordinator: Fire Chief Jim Schneider and Police Chief Jim Graddon

<p>1. Interlocal Agreement with the King Regional Fire Authority for Joint Operations and Administration of Specific Fire Services - Jim Schneider</p>	<p><input type="checkbox"/> Informational Update  <input checked="" type="checkbox"/> Recommended for:  <input checked="" type="checkbox"/> Approval  <input type="checkbox"/> Approval with modifications  <input type="checkbox"/> Denial  <input checked="" type="checkbox"/> Referred to <u>10/25/11 RCM.</u>  <i>Fire Chief Jim Schneider made a recommendation to renew the Interlocal Agreement with the Kent Regional Fire Authority for joint operations of Administration and specific Fire Services for 2012. Under the current contract those services include Fire Chief, Fire Prevention (which includes Public Education Services), Fire Investigation and Training services. Chief Schneider reported that consolidation of services has proven to be efficient and productive. The cost of the proposed contract would be \$187,467 and become effective 1/1/2012. This is an increase of 4.2% over the 2011 contract due to the Collective Bargaining Agreement Cost of Living increase. A question was asked about grants received in 2011. Chief Schneider reported that the SeaTac Fire Department has secured three grants in 2011: the RAMPART, EMPG and VISTA grants.</i></p>
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<p>2. Administrative Office of the Courts Agreement - Paulette Revoir</p>	<p><input type="checkbox"/> Informational Update <input checked="" type="checkbox"/> Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to <u>10/25/11 RCM.</u> <i>Court Administrator, Paulette Revoir distributed a proposed Interagency Agreement between the Administrative Office of the Courts (AOC) and SeaTac Municipal Court for reimbursement of interpreter expenses. The contract is for costs incurred during the period of July 1, 2011 – June 30, 2012 and would cover interpreter services for English deficient and deaf/hard of hearing citizens with a financial need. The SeaTac Municipal Court would be reimbursed for interpreter costs up to a maximum of \$9,363.</i></p>
<p>3. Powerpoint Presentation on Radios - Brian Wiwel</p>	<p><input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to _____. <i>Assistant Fire Chief Brian Wiwel gave a powerpoint presentation detailing the status of the Fire Department's emergency services radios. Three areas of need were covered in the presentation: VHF Narrow-Banding, 800 MHz Rebanding, and 800MHz Portable Rebanding/Replacement. Chief Wiwel explained that existing portable radios and base station equipment will need to be reprogrammed and/or replaced to comply with FCC regulations and to improve reception in areas where radio frequencies are shared with cellular phone providers resulting in lack of radio reception or interference. SeaTac Fire has requested \$11,152 in the 2012 budget for the purchase of new radios to meet the VHF Narrow-Banding requirement by the January 1, 2013 deadline established by the FCC. Other 800MHz mobile radio equipment will be replaced under the terms of a county-wide program at no cost over the next two years. These units can then be reprogrammed to new frequencies. Chief Wiwel also reported that SeaTac Fire is planning to ask for replacement of their 800MHz portable radios in the 2014 Capital Improvement Project budget.</i></p>

<p>4. Annual Police Crime Statistics Comparison - Jim Graddon</p>	<p><input checked="" type="checkbox"/> Informational Update  <input type="checkbox"/> Recommended for:  <input type="checkbox"/> Approval  <input type="checkbox"/> Approval with modifications  <input type="checkbox"/> Denial  <input type="checkbox"/> Referred to _____.</p> <p><i>Police Chief Graddon distributed copies of SeaTac Crime Statistics for the months of August &amp; September. Statistical graphs were also distributed to the committee that recapped crime statistics by month for specific types of crimes for the years 2008 through 2010. Chief Graddon reported that both auto thefts and commercial burglaries have trended upward at times over this period, however, emphasis has been and continues to be placed on these crimes at both the regional and state level. In addition, recent initiatives that affect identification and sentencing for persons committing these crimes has aided in bringing the numbers down. Prosecutors are able to better identify repeat burglars from other areas of the county through collaborative efforts with other agencies and have been successful in securing extended jail sentences for these offenders.</i></p>
<p>5. South King County Gang Initiative - Jim Graddon</p>	<p><input checked="" type="checkbox"/> Informational Update  <input type="checkbox"/> Recommended for:  <input type="checkbox"/> Approval  <input type="checkbox"/> Approval with modifications  <input type="checkbox"/> Denial  <input type="checkbox"/> Referred to _____.</p> <p><i>Police Chief Graddon reported that he attended a town hall meeting at Thomas Jefferson High School regarding gangs. A focus of discussion was the continuation of regionalization of gang enforcement and gang interdiction. This would require a dedication of resources that may currently be limited due to agencies' budget constraints. SeaTac Police had one undercover detective that was temporarily assigned to the collaboration of South King County agencies to work on the recent gang shooting incident in Kent. Six arrests were made that were directly related to the shooting. In addition, the group was successful in making collateral arrests as a result of additional information that was discovered and shared amongst participating agencies.</i></p>
<p>6. Park Patrol Activity - Annette Louie</p>	<p><input checked="" type="checkbox"/> Informational Update  <input type="checkbox"/> Recommended for:  <input type="checkbox"/> Approval  <input type="checkbox"/> Approval with modifications  <input type="checkbox"/> Denial  <input type="checkbox"/> Referred to _____.</p>

	<p><i>Captain Annette Louie provided a statistical recap of events and contacts that were made by officers during park patrol over the summer months. The extra patrol began later than usual this year due to cooler weather. The majority of contacts were associated with parking violations and there were a small number of misdemeanor arrests and warnings issued. There were no serious incidents and no gang activity was observed by officers.</i></p>
7. National Prescription Drug Take-Back Program - Annette Louie	<p><input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to _____.</p> <p><i>Captain Annette Louie reported that SeaTac will participate in another prescription drug take-back day on Saturday, October 29, between the hours of 10am to 2pm. An officer will be stationed in the lobby at City Hall to oversee the collection of the drugs. Informational flyers have been distributed to local businesses and the event has been posted to the calendar on the City's website.</i></p>
8. Next Meeting	November 8, 2011