

**City of Fircrest
City Council Special Meeting
Agenda**

**Monday, December 19, 2016
6:00 P.M.**

**Council Chambers
Fircrest City Hall, 115 Ramsdell Street**

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1. **CALL TO ORDER BY PRESIDING OFFICER**
 2. **PLEDGE OF ALLEGIANCE**
 3. **ROLL CALL**
 4. **NEW BUSINESS**
 - A. [Resolution authorizing the City Manager to execute an agreement with Sound Publishing Inc., dba Tacoma Daily Index to provide official City legal publishing services](#) – City Manager Rosenblatt
 - B. [Resolution authorizing the City Manager to execute Amendment #10 to the agreement with Summit Law Group to provide personnel services in 2017](#) - City Manager Rosenblatt
 - C. [Resolution authorizing the City Manager to execute an agreement with Columbia Bank for the Time & Temperature Sign](#) - City Manager Rosenblatt
 - D. [Resolution authorizing the City Manager to execute an agreement with KPG, P.S. to extend the agreement for the Emerson Street, Alameda Avenue to Orchard Street Sidewalk Project](#) - Public Works Director Wakefield
 - E. [Resolution authorizing the City Manager to execute an agreement with the Humane Society for Tacoma and Pierce County for animal sheltering services for 2017](#) – Police Chief Cheesman
 - F. [Resolution authorizing the City Manager to execute an agreement with Pierce County for a Communications Maintenance Program](#) - Police Chief Cheesman
 5. **ADJOURNMENT**

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: December 19, 2016

SUBJECT: Resolution authorizing the City Manager to execute an agreement with Sound Publishing Inc., dba Tacoma Daily Index for services as the official newspaper of the City of Fircrest.

FROM: City Manager Rosenblatt

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute an agreement with Sound Publishing Inc., dba Tacoma Daily Index for official City legal newspaper services for the City of Fircrest.

PROPOSAL: Council is being asked to authorize the execution of a professional services agreement with Sound Publishing Inc., dba Tacoma Daily Index (TDI) to provide publication of notices, call for bids, ordinance titles and other legally required publications. The City of Tacoma has competitively bid for official legal publishing. In accordance with RCW 39.34, the City of Fircrest and the City of Tacoma have agreed to a cooperative governmental purchasing agreement using City of Tacoma's competitively awarded contracts. This agreement with the Tacoma Daily Index will use the competitive bid done by the City of Tacoma.

FISCAL IMPACT: There are funds available for legal publishing in the Legislative, Public Works, Planning and Growth Management advertising line items. TDI has not increased their prices in 12 years. There is a 10% increase in this contract; however, TDI will agree to a six-year contract with no increases.

ADVANTAGES: This agreement with the Tacoma Daily Index will provide for required City legal publishing.

DISADVANTAGES: None of significance.

ALTERNATIVES: None that are feasible.

HISTORY: The Tacoma Daily Index has provided legal publishing services for the City of Fircrest since May 2011 and has provided excellent service.

Attachments: Resolution
Professional Services Agreement

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH SOUND PUBLISHING INC., DBA TACOMA
DAILY INDEX TO PROVIDE OFFICIAL CITY LEGAL PUBLISHING
SERVICES.**

WHEREAS, the City has an agreement for official City legal publishing services with Sound Publishing Inc., dba Tacoma Daily Index; and

WHEREAS, that agreement expires on December 31, 2016; and

WHEREAS, in accordance with state law, bids were called for the City of Tacoma's official newspaper, the bids were reviewed and the Tacoma Daily Index was found to be the lowest responsible bidder; and

WHEREAS, in accordance with RCW 39.34, the City of Fircrest and the City of Tacoma have agreed to a cooperative governmental purchasing agreement using City of Tacoma's competitively awarded contracts; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized to execute an agreement with Sound Publishing Inc., dba Tacoma Daily Index to provide official City legal publishing services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 19th of December 2016.

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT, made and entered into this ____ day of ____, 2016, by and between the **CITY OF FIRCREST**, a municipal corporation of the State of Washington (hereinafter referred to as the “CITY”), and **SOUND PUBLISHING, INC**, dba Tacoma Daily Index, a Washington State Corporation (hereinafter referred to as “CONTRACTOR”);

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A.** The CONTRACTOR agrees to diligently and completely perform the following services and deliverables: provide Official City Legal Publishing for the period of January 1, 2017 through December 31, 2022, consistent with the requirements contained in Exhibit A and in the form specified in the CONTRACTOR’s response to CITY’s Request for Quotation, which is attached hereto and incorporated herein as Exhibit B.
- B.** To the extent there is any discrepancy or conflict between and/or amongst the terms of this document titled “Professional Services Contract” and Exhibits A and B, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first number being the most controlling, and the last number being the least controlling:
 - 1. this Contract
 - 2. Exhibits A, Scope of Work
 - 3. Exhibit B, Request for Quotation and Response
- C.** The CONTRACTOR certifies that its publication is a legal newspaper, qualified as such, pursuant to Chapter 65.16 of the Revised Code of Washington. If the Contractor’s publication should, for any reason, fail or cease to conform with the requirements set forth in Chapter 65.16 RCW, then the Contractor shall take whatever steps are necessary to have the City’s documents subject to this Agreement published in a legal newspaper in Tacoma that does comply with Chapter 65.16 RCW.

2. Term

- A.** All services shall be satisfactorily completed on or before December 31, 2022 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B.** Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond

the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof.

3. Compensation and Payment

- A.** The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract as follows:

Check ONLY one:

- ☐ On the basis of Time and Materials according to the rates and charges set forth in Exhibit .
- ☒ In accordance with Exhibit B.
- ☐ At the rate of \$ per hour.

- B.** Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C.** The CONTRACTOR shall submit monthly invoices for services completed and/or deliverables furnished during the previous month. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.
- D.** Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E.** The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- F.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G.** In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Standard of Performance Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Services/Work (Exhibit A).

6. Contract Administration and Right to Audit

- A. The City Clerk's Office for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY's request, the Contractor shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Contract.

7. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
City Clerk's Office, City of Fircrest 115 Ramsdell Street Fircrest, WA 98466	Tacoma Daily Index 1712 6 th Ave, Suite 300 Tacoma WA 98405
Phone 253 564-8901	Phone 253 627 4853
Facsimile 253 566-0762	Facsimile 253 627 2253

9. Termination and Suspension

- A.** The CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

10. Taxes, Licenses and Permits

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in

any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.

- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C.** The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Fircrest Municipal Code.

11. Indemnification

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.
- D.** The Contractor agrees to indemnify the City for all City staff time required to be incurred through the tracking documents, identification of omissions or errors which are found missing or are found within the document as published by the Contractor when such published document does not comply with the City's Technical Requirements pursuant to Attachment Number 1. The City shall deduct from any amounts owed the Contractor under the terms of this Contract the costs incurred by the City for its staff time caused by the Contractor's failure to comply with the Technical Requirements.

12. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A.** Workers' Compensation and employer's liability --statutory limits.
- B.** Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C.** Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain.

13. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

14. Conflict of Interest

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed.

15. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements of sub-section B herein, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

16. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

17. Miscellaneous Provisions

- A. Governing Law and Venue.** Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment.** The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

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

CITY OF FIRCREST

**SOUND PUBLISHING, INC.
1712 6th AVE., SUITE 300
TACOMA, WA 98405**

By _____
City Manager

By _____

Approved as to Form:

By _____
City Attorney

EXHIBIT "A"

SCOPE OF WORK

1. Legal notices shall be sent in any of the following formats: E-mail, FAX or hardcopy. Ads will be published regardless of the format received, as long as they are received by the minimum lead time for publication.
2. The Contractor will print in said newspaper upon request and after requested copy has been provided, all ordinances, resolutions, and legal and official notices for and on behalf of the City, such number of times as may be required, without mistake or variance from the copy furnished. The City will consider the Contractor in noncompliance with the contract should this not occur. Such printing is to be set in solid or with typeset quality, or equivalent; or photographically reduced for publication; or optically scanned.
3. All legal publishing shall be placed together under a block title of "City of Fircrest Legal Notices" in the legal notice section of said newspaper.
4. Ordinances and Resolutions submitted by the City may be photographically reduced for publication in the Official newspaper by the Contractor as long as the requirements are met, which will result in the City paying no more for photographically reduced copy than if the copy had been typeset: maps, photos, graphs, mathematical formulae, graphic designs, etc. which are photographically reduced for printing shall be measured for payment purposes based on the actual number of column inches of the copy as printed.
5. The Contractor will furnish and deliver to the City, at the Fircrest City Hall in the City of Fircrest, twenty (20) copies of each day's issues of said newspaper, distributed free of additional cost. The twenty (20) copies of each day's issues to be provided to the City will be delivered to the City Clerk's Office by the day following the publication.
6. After the last publication date of an advertisement, the Contractor shall furnish at no additional charge to the City department or agency that submitted the advertisement, the required number of "Affidavit of Publication(s)" certifying the specific date(s) the advertisement was published.
7. The Contractor shall maintain service to the Fircrest City Hall to collect advertising copy. The pick-up of copy to be published shall be consistent and be scheduled to ensure next day publication of selected items.
8. The Contractor must be in compliance with all state statutes pertinent to a legal newspaper.
9. The Contractor must obtain an Order of Approval of the Superior Court in accordance with Chapter 65.16 of the Revised Code of Washington prior to award of the contract.
10. The City reserves the right to terminate the contract for the convenience of the City, at the sole discretion of the City, with a 30-day written notice. The Contractor shall not be entitled to damages for lost profits in the event of such termination for convenience.

11. The City reserves the right to terminate the contract with five (5) calendar days' written notice of termination for cause shown. The Contractor's failure to publish as specified in said Advertisement, Information for Bidders, Instructions to Bidders, Specifications, Plans, Proposal and Contractor's Specifications (if any); or the Contractor's failure to qualify as a legal newspaper pursuant to Chapter 65.16 of the Revised Code of Washington shall constitute cause for termination, together with such other cause as may be sufficient under the common law. If a notice of termination for cause is issued by the City and it is later determined for any reason that the Contractor was not in default, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the City.
12. The City will not pay for any ad which is improperly run. The Contractor will re-run an improperly run ad at its expense. Any additional costs incurred by the City from an improperly run ad will be passed on to the Contractor.
13. The Contractor shall provide a subscription to any person or organization that requests it in a reasonable time frame, but in any event, it shall not exceed three weeks from the date of the request. If the City receives five written complaints from potential subscribers in a one-month period who are unable to obtain a subscription to the Contractor's paper, which complaints are verified, the Contractor shall be deemed to be in material default of the contract.
14. The Contractor shall furnish all affidavits with a copy of each particular published item cut and affixed to the front of each affidavit. Stapling a tear sheet to the back of the affidavit will not be sufficient. Affidavits must be signed and notarized. If the Contractor fails to provide accurate affidavits and accurate publication dates, the Contractor shall be deemed to be in material default of the contract.
15. Accurate date(s) of when the item was actually published will be printed at the end of the published document.
16. Every month the Contractor shall furnish an itemized statement of each account listing the invoice number, item published, and the total amount of each invoice.
17. Documents for publication which are received in the Contractor's Office or Fircrest City Hall, 115 Ramsdell Street, Fircrest, Washington by noon from the day before the requested day of publication shall be ensured of next day publication. Variations from this time frame may be approved by the City Clerk's Office or the affected department submitting the publication request.
18. The Contractor shall maintain an office located in the City of Fircrest for purposes of pickup and delivery of documents, affidavits, etc. If the Contractor does not maintain an office within the corporate boundaries of the City of Fircrest, the Contractor shall, at no extra cost to the City, pick up documents, affidavits, etc., the same day such items were received at the above listed locations and ensure next day publication.
19. The Contractor must have and maintain an operating facsimile machine available on a 24-hour basis to accommodate the City and/or other agencies delivery of documents. If the fax

becomes inoperable, it shall be the responsibility of the Contractor to notify the City (253) 564-8901 of the interruption of service.

EXHIBIT "B"

REQUEST FOR QUOTATION AND RESPONSE

CT16-0485N Official Legal Publishing for City of Tacoma

VENDOR:		Tacoma Daily Index		The New Tribune	
LOCATION:		Tacoma, WA		Tacoma, WA	
TERMS SBE:		0% No		0% did not answer*	
QUANTITY	ALL PRICES QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED				
1	Price per single column inch insertion	\$	16.50	\$	78.26
2	Sample: first single column inch		\$110.00		\$398.97
3	Sample: each single column subsequent insertion		\$110.00		\$468.65
	SUBTOTAL THIS PAGE:				\$0.00
	SUBTOTAL PRIOR PAGES:				\$0.00
	SUBTOTAL:				\$0.00
	TERMS:		0.0%		0.0%
	SUBTOTAL:				\$0.00
	TAX:		0.00%		0.00%
	ACTUAL NET PRICE:				\$0.00

Cost to publish provided sample legal notice: \$220

Publication days: M-F, excl holidays

Typeset specification/parameters: NewsGothic Standard

Guaranteed Circulation: 218

Lead Time: 2PM prior business day

Escalation for renewal terms: 0%

Accept Visa: Yes. Level 2

Accept ACH/EFT: No

Type size: 7 pt, leading 7.5

Column size:

1 column= 1.56 inches

2 columns= 3.315 inches

3 columns= 5.07 inches

Max characters per line: 140

\$867.62

Daily

IFC Franklin Gothic Book

M-Sat 60,794; Sun 85,143

Sat-Mon = Friday by 2PM; T-Th = day before by 2PM

+2% for years 5-6

Did not answer*

Did not answer*

7 pt, leading point 6.2

1.562 inches

3.25 inches

4.938 inches

32

Notes

*Submittal is missing pages 25 and 26

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: December 19, 2016

SUBJECT: Resolution authorizing Amendment #10 to the Agreement with Summit Law Group to provide personnel services

FROM: City Manager Rosenblatt

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute Amendment #10 to the agreement with Summit Law Group to provide personnel services.

PROPOSAL: Council is being asked to authorize an amendment to the professional services agreement with Summit Law Group to extend the date of the agreement to December 31, 2017 and authorize an increase in rates. Summit Law can provide personnel services to Fircrest should the need arise.

FISCAL IMPACT: The attorney rates will increase in 2017. The rates are listed in the attachment to the agreement. Funds are available in the Personnel Professional Services and Special Legal Counsel line items for any expenditure.

ADVANTAGES: Extending this agreement will provide continuity of service for any needs in 2017. Summit Law attorneys have worked with Fircrest in the past and have provided excellent service.

DISADVANTAGES: Cost.

ALTERNATIVES: None that is feasible.

HISTORY: Summit Law Group has provided Fircrest with legal services since December 2007. Their attorneys have worked with Fircrest on personnel matters, labor negotiations and arbitration services.

Attachments: Resolution
Professional Services Agreement Amendment #10

**CITY OF FIRCREST
RESOLUTION NO.____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT #10 TO THE
AGREEMENT WITH SUMMIT LAW GROUP TO PROVIDE
PERSONNEL SERVICES**

WHEREAS, the City has contracted with Summit Law Group for specialized personnel services; and

WHEREAS, the firm of Summit Law Group has provided such services; and

WHEREAS, the City desires to maintain continuity in the personnel process; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute the tenth amendment to the agreement with Summit Law Group to extend the term of the December 11, 2007 agreement through December 31, 2017 and to increase the schedule of rates.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 19th day of December 2016.

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**TENTH AMENDMENT
TO THE CITY OF FIRCREST PROFESSIONAL SERVICES AGREEMENT
FOR PERSONNEL SERVICES**

This tenth amendment is hereby made and entered into this 19th day of December 2016, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and Summit Law Group, hereinafter referred to as "Consultant", to be effective January 1, 2017.

WITNESSETH:

1. Purpose

The purpose of this tenth amendment is to amend the December 11, 2007 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the December 11, 2007 agreement as amended by the first amendment dated March 25, 2008, second amendment dated November 25, 2008, third amendment dated December 8, 2009, fourth amendment dated December 14, 2010, fifth amendment dated December 13, 2011, sixth amendment dated December 11, 2012, seventh amendment dated November 26, 2013, eighth amendment dated December 9, 2014, and the ninth amendment dated November 24, 2015 shall remain in full force and effect. The amendments are as follows:

2. Term is hereby amended to read as follows:

This Agreement is from January 1, 2017 through December 31, 2017. It may be terminated by either party upon 30-day written notice to the other party without any liability therefore, save and except that each party shall be required to make payments for work actually accomplished prior to the giving of said notice, it being the intent of the parties hereto that each party shall receive any and all consideration due under the terms and provisions hereof up to the date of the actual cessation of said agreement. If the City terminates the Agreement, the Consultant shall only be paid for work completed up to the time he receives the written notice of termination.

3. Fee Schedule is amended per the attached 2017 Schedule of Current Rates.

4. All remaining provisions of the December 11, 2007 agreement and the first amendment dated March 25, 2008, second amendment dated November 25, 2008, third amendment dated December 8, 2009, fourth amendment dated December 14, 2010, fifth amendment dated December 13, 2011, sixth amendment dated December 11, 2012, seventh amendment dated November 26, 2013 eighth amendment dated December 9, 2014, and the ninth amendment dated November 24, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

CITY OF FIRCREST

**Summit Law Group
315 Fifth Ave. So., Suite 1000
Seattle, WA 98104**

By _____
City Manager

By _____

Approved as to Form:

By _____
City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE:

December 19, 2016

SUBJECT:

**Resolution Authorizing a Time &
Temperature Sign Sponsorship Agreement
with Columbia Bank**

FROM:

Rick Rosenblatt, City Manager

Reviewed by:

_____ City Manager

_____ Finance Director

_____ City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute a Time and Temperature Sign Agreement with Columbia Bank.

PROPOSAL: Council is being asked to adopt a resolution approving a three year agreement from January 1, 2017 through December 31, 2019 with Columbia Bank for sponsorship of the Time & Temperature Sign. Columbia bank will pay \$220/month for advertising, maintenance and future sign replacement.

FISCAL IMPACT: Columbia Bank will pay \$220/month to the City per the agreement. There is a cost for electrical power for the Time and Temperature Sign of \$278.89 for 2014, \$280.44 for 2015 and \$339.83 for 2016. Repairs and maintenance are done on an as needed basis. In 2014 the City spent \$672.82 to install a new motor for the rotating sign, in 2015 spent \$246.80 to relamp the sign and replace ballasts and in 2016 spent \$1,554.14 to repair rotor bushings and a new rotator and other repairs.

ADVANTAGES: This agreement provides for the continuing operation of the Time & Temperature Sign and provides revenue to the City.

DISADVANTAGES: None of significance.

ALTERNATIVES: Seek another sponsor and incur the cost of changing out the signage.

HISTORY: On October 14, 2003, Council adopted Resolution No. 784, which authorized an agreement with Columbia Bank for the Time & Temperature Sign. The agreement included repair and refurbishing costs and also provided the City with revenue for advertising costs. This agreement expired on December 31, 2010. On November 23, 2010, Council adopted Resolution No. 1154, which was for an agreement with Columbia Bank from January 1, 2011 through December 31, 2015. On December 28, 2015 Council adopted Resolution No. 1412 which extended the agreement through June 30, 2016. Columbia Bank is interested in a long term agreement.

Attachments: **Resolution
Agreement**

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, APPROVING A SPONSORSHIP
AGREEMENT WITH COLUMBIA BANK FOR THE CITY'S TIME
AND TEMPERATURE SIGN AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT FOR SUCH
SPONSORSHIP**

WHEREAS, a time and temperature sign has been located within the City of Fircrest on the traffic island at the intersection of Regents Boulevard and Alameda Avenue since 1991; and

WHEREAS, Columbia Bank has had an agreement with the City for sponsorship of the time and temperature sign since November 1, 2003; and

WHEREAS, the current agreement with Columbia Bank expired on June 30, 2016; and

WHEREAS, Columbia Bank has indicated an interest in continuing to provide sponsorship for the sign; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute an agreement by and between the City of Fircrest and Columbia Bank through December 31, 2019 for the City's Time and Temperature Sign located at the intersection of Regents Boulevard and Alameda Avenue.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 19th day of December 2016.

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

A G R E E M E N T

THIS AGREEMENT is entered into by and between the City of Fircrest, a Washington Municipality, hereinafter referred to as "City", and Columbia Bank, this 19th day of December 2016.

W I T N E S S E T H:

WHEREAS, a time and temperature sign has been located within the City of Fircrest on the traffic island at the intersection of Regents Boulevard and Alameda Avenue since 1991; and

WHEREAS, Columbia Bank has indicated interest in continuing to provide sponsorship for the sign; and

WHEREAS, the parties have agreed that the sign will remain at its present location and wish to reduce such agreement to a formal writing.

NOW, THEREFORE, for and in consideration of mutual promises hereinafter set forth, it is agreed as follows:

1. The City will continue to maintain the time and temperature sign at its present location and in its present configuration and form until December 31, 2019, the termination date for this agreement.
2. Columbia Bank will pay the City of Fircrest on or before the first day of each month, the sum of \$220 per month until the termination of this agreement.
3. The parties acknowledge that the sign is the property of the City. The City reserves the right to remove or relocate the sign to accommodate any traffic redesign required by the City. With the exception of required traffic redesign, the parties agree that the sign will remain at its present location without alteration except upon the mutual agreement of the City and Columbia Bank during the term of this agreement.
4. The parties acknowledge the sign is expected to be operational for the term of this agreement; however, should parts become unavailable or the sign becomes damaged beyond repair, the parties agree to discuss options for replacing the sign.
5. This agreement will begin on January 1, 2017 and will expire on December 31, 2019, at which time Columbia Bank will be released from any further responsibility or obligation to pay any sum to the City of Fircrest for advertising and maintenance of

such sign. The parties agree that the sign is, and shall remain at all times, the sole property of the City.

EXECUTED at Fircrest, Washington, the day and year first above written.

CITY OF FIRCREST

By: _____
City Manager

COLUMBIA BANK

By: _____
Senior Vice President

Approved as to form:

City Attorney for the City of Fircrest

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: **December 19, 2016**

SUBJECT: **Resolution authorizing the City Manager to execute Amendment 1 to the Professional Services Agreement with KPG, P.S. for the Emerson Sidewalk Project.**

FROM: **Jerry Wakefield, Public Works Director**

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: **I move to adopt Resolution No. _____ authorizing the City Manager to execute Amendment 1 to the Professional Services Agreement with KPG, P.S. for the Emerson Sidewalk Project.**

PROPOSAL:

Council is being asked to authorize the City Manager to execute Amendment 1 to the Professional Services Agreement with KPG, P.S. for the Emerson Sidewalk Project.

FISCAL IMPACT:

The agreement has been funded partially by a grant from TIB and City match monies that were budgeted in 2016. These funds will be rolled over to 2017 with no increase in funds, only an extension of time.

ADVANTAGES:

KPG has provided the design phase of this contract and a continuation of this contract would allow them to complete the scope of services outlined in their agreement.

DISADVANTAGES:

By not amending this contract, the City would be required to delay the work for the selection process and also provide a professional services agreement for the next phase of this project.

ALTERNATIVES:

Not to have KPG provide the services and solicit new proposals for this work.

HISTORY:

Previously, the City selected and contracted with KPG for the Emerson Sidewalk Project. This amendment allows KPG to continue to provide the needed engineering services to complete this project. The City and KPG wishes to continue this project through completion.

Attachment: Resolution
Amendment 1

**CITY OF FIRCREST
RESOLUTION NO.____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH KPG, P.S. FOR ENGINEERING SERVICES FOR THE EMERSON
SIDEWALK PROJECT**

WHEREAS, the City of Fircrest had conducted a selection process and selected KPG, P.S. to prepare the design of the Emerson Sidewalk Project; and

WHEREAS, the City of Fircrest has contracted with KPG, P.S. to provide the engineering services for the Emerson Sidewalk Project; and

WHEREAS, the City wishes to continue this contract with KPG, P.S., to complete this work; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST THAT:

Section 1. The City Manager is hereby authorized and directed to execute Amendment 1 to the professional services agreement with KPG, P.S., for the Emerson Sidewalk Project.

APPROVED AND ADOPTED this 19th day of December 2016 at a regular meeting of the City Council of the City of Fircrest.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**FIRST AMENDMENT
TO THE CITY OF FIRCREST
CONSULTING SERVICES AGREEMENT
FOR EMERSON SIDEWALK PROJECT ENGINEERING SERVICES**

This first amendment is hereby made and entered into this 19th day of December 2016, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and KPG, P.S., hereinafter referred to as "Consultant", to be effective January 1, 2017.

WITNESSETH:

1. Purpose

The purpose of this first amendment is to amend the March 8, 2016 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the March 8, 2016 agreement shall remain in full force and effect. The amendments are as follows:

2. Term is hereby amended to read as follows:

The term of this Agreement shall be from March 8, 2016, until December 31, 2017, and may be extended or modified by mutual consent of the parties.

3. All remaining provisions of the March 8, 2016 agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

CITY OF FIRCREST

KPG, P.S.

By _____
City Manager

By _____

Approved as to Form:

By _____
City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: December 19, 2016

SUBJECT: Resolution to Enter Into an Agreement with the Humane Society for Tacoma and Pierce County to Provide Animal Sheltering Services for 2017

FROM: John Cheesman, Police Chief

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____, a resolution authorizing the City Manager to execute the Agreement between The Humane Society for Tacoma and Pierce County and the City of Fircrest for Animal Sheltering Services for 2017.

PROPOSAL: Staff feels that it is in the best interest of our citizens that the City of Fircrest contract for animal sheltering services with the Humane Society for Tacoma and Pierce County. The contract has a termination clause allowing either party to terminate the contract with 90 days notice.

The Humane Society promises to furnish and maintain a suitable shelter for the handling of stray, impounded and unwanted domestic animals turned over to the Humane Society by Fircrest residents. Such facility shall include cat kennels and dog kennels, as well as facilities for the humane disposal of sick and injured domestic animals. Rendering of domestic animals deceased upon arrival or during time of sheltering is included.

You will note that the proposed contract requires that Fircrest Animal Control Officers perform certain functions, and comply with certain policies, and receive specified training. In 2017 we will once again be contracting with Tacoma for Animal Control and we are assured that their Animal Control Officers will be in compliance with the Human Societies requirements. Tacoma will also have a contract with the Humane Society for Tacoma and Pierce County for sheltering services.

FISCAL IMPACT: The cost to the City for these services in 2017 will be \$ 7,932.00 which is \$141.60 increase over what we paid this year. This cost will be paid in monthly payments of \$661.00 which is an \$11.80 a month increase over what we paid in 2016 but is still a reduction of over \$2,000 from what we paid in 2010. Historically our City has approximately 90 animals turned into the Humane Society each year. The rate next year is based on the assumption of 90 animals being received by the Humane Society from the City of Fircrest. I spoke with the Humane Society Finance Director Frank Strueby and noted the decline in the number of animals they received from the City of Fircrest through September of 2016. If that rate continues, our costs may drop next year. Mr. Strueby has agreed to meet with me and we will carefully go over the numbers this

coming year. The Humane Society will also retain all adoption, impound, board, fines, and other fees collected from the public.

The contract allows impounded animals awaiting disposition by the courts to be held at no charge for 15 days. After 15 days board will be charged to Fircrest in the amount of \$10 per day per companion animal.

ADVANTAGE: We feel this contract is in the best interest of our City. The shelter will be staffed and open for the purpose of receiving companion animals and allowing such animals to be redeemed during regular business hours. The Humane Society will also provide a location within the shelter and the protocols for Municipal Animal Control Officers to drop off animals after hours. This is actually the only reasonable option we have at this time as there are no other animal shelters in a reasonably close proximity to our City.

DISADVANTAGES: None noted

ALTERNATIVES: None noted.

HISTORY: We have had a contract with the Humane Society for Tacoma and Pierce County for many years and up until 2006 the Humane Society had always provided animal control services for our City. We have always had a good working relationship with The Humane Society and they have always been very responsive to our needs.

Attachment(s): **Resolution – Humane Society**

**CITY OF FIRCREST
RESOLUTION NO.____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH THE
HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY TO
PROVIDE ANIMAL SHELTERING SERVICES**

WHEREAS, the City of Fircrest believes it to be in the best interest of our citizens to continue to contract with the Humane Society for Tacoma and Pierce County for animal sheltering; and

WHEREAS, the Humane Society for Tacoma and Pierce County offers the residents of Fircrest a full time staff for receiving domestic animals, business hours allowing residents to redeem their animals, and they provide veterinary staff to treat animals once they are admitted to the shelter; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute an agreement with the Humane Society for Tacoma and Pierce County to provide animal sheltering from January 1, 2017 through December 31, 2017.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 19th day of December 2016.
APPROVED

Mathew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

2017 CONTRACT FOR SHELTERING SERVICES

The parties to this contract are the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as "Fircrest" and THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as the "Society." The terms of this contract shall cover the period from January 1, 2017 through December 31, 2017.

WHEREAS, the Society presently offers to residents of Fircrest a full time staff which provides, animal care, administrative services and veterinary services.

WHEREAS, Fircrest wishes to contract with the Society for sheltering services, and the Society has agreed to provide those services under the terms of this agreement.

NOW, THEREFORE, the Society, in consideration of Fircrest's promises, AGREES AND PROMISES AS FOLLOWS:

(1) To furnish and maintain a suitable shelter for the handling of stray, impounded and unwanted companion animals turned over to the Society by the City of Fircrest or its residents. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents. Companion animals specifically exclude feral cats, livestock (horses, cows, pigs, sheep, goats, fowl, etc.) venomous or dangerous reptiles and wild or exotic animals. Such facility shall include cat kennels and dog kennels, as well as facilities for the humane disposal of sick and injured domestic animals. Rendering of domestic animals deceased upon arrival or during time of sheltering is included. Impounded animals, awaiting disposition by the courts will be held for up to 15 days without additional charge. After 15 days, board will be charged to Fircrest at the rate of \$10 per day per companion animal.

(2) To keep the shelter staffed and open for the purposes of receiving

domestic animals and allowing such animals to be redeemed during regular business hours. The Society will provide a location within the shelter and the protocols for Municipal Animal Control officers to drop off animals after hours.

(3) To maintain complete records of animals received and animals disposed of, and to furnish reports of the Society's activities to Fircrest.

(4) To procure and maintain comprehensive general liability insurance, comprehensive automobile liability insurance, and professional liability insurance, with limits not less than \$1,000,000.00 (\$500,000.00 bodily and personal injury and property damage insurance.) Fircrest is to be named as an additional insured as respects this contract and such insurance as is carried by the Society is primary over any insurance carried by Fircrest. In the event of a non-renewal, cancellation or material change in the coverage provided, 30 days' written notice will be furnished to Fircrest prior to the date of non-renewal, cancellation or change. Such notice shall be sent to the City of Fircrest, Attention Chief J. Cheesman, 302 Regents Blvd., City of Fircrest, WA 98466. Fircrest has no obligation to report occurrences unless a claim is filed with Fircrest, and Fircrest has no obligations to pay premiums on such insurance.

(5) To furnish equipment and supplies used in the performance of the Society's obligations arising from this contract, except equipment and supplies which Fircrest expressly promises to furnish.

(6) To hold harmless, indemnify and defend Fircrest and its officers, officials and employees from any claim, liability, lawsuit or legal judgment arising from or out of the negligent or tortious actions or inactions of the Society in its performance of the activities and services set forth herein in this Agreement to be performed by the Society. The Agreement to indemnify, defend and hold harmless Fircrest by the Society shall not apply to any loss, claim, liability, lawsuit or legal judgment arising from the sole

negligence of Fircrest.

**THE CITY OF FIRCREST, in consideration of the Society's promises,
AGREES AND PROMISES AS FOLLOWS:**

(1) To pay to the Society \$7,932.00 for the year 2017, payable in monthly payments of \$661.00 starting as of January 1, 2017 due on or before the 10th of each month, with the final payment due December 10, 2017. Any payment over 30 days late may cause a suspension of service and will automatically be charged a 1% penalty.

(2) To permit the Society to retain all adoption, impound, board, fines and other fees collected from the public in accordance with the Municipal Code of Fircrest.

(3) To provide public disclosure of the level of services provided, services not covered by the contract and to refer citizen inquiries to the appropriate City department at (253) 565-1198.

(4) Fircrest will provide its own Potentially Dangerous Dog (PDD) and Dangerous Dog (DD) hearings and services. Any euthanasia required by the PDD and DD programs will be paid for by the dog owner.

(5) The Society will employ veterinary staff to treat animals once they are admitted to the shelter. Until the Society accepts the animal, Fircrest is responsible for all veterinarian care including after hours and emergency care through the Animal Emergency Clinic or any other emergency veterinarian. Fircrest will be responsible for contracting with Animal Emergency Clinics for payment of care for stray animals taken to the clinics by its Animal Control officers or good Samaritans. The Society does not provide emergency veterinary care and animals needing such care should go directly to an emergency veterinary clinic. Fircrest is responsible for transporting the animals from the Animal Emergency Clinic to the Society once the animal is stabilized.

(6) Fircrest Animal Control officers or their contracted agents must completely

and accurately perform the data input required for shelter admission as well as scan each animal for microchips. Officers must also administer vaccines provided by the Society to animals dropped off at the shelter as required by shelter admissions policy. The Society will provide the necessary training for the vaccinations and computer intake requirements. The Society will create and provide the shelter admissions policy. As data accuracy and proper immunization are integral to the shelter intake procedures, Officers will be required to proficiently comply with the shelter admission policy. It will be Fircrest's responsibility to provide ongoing routine training and quality review. However, if upon quality review by the Society it is shown that an officer is less than 95% in compliance they will be suspended from being allowed to admit to the shelter. Their access to the shelter can be reinstated 1 time after additional training by the Society.

(7) To defend the Society, and to otherwise hold the Society harmless from any damages or attorneys' fees incurred by the Society, as a result of any litigation which names the Society and relates to the validity of any municipal ordinance or State statute. It is agreed that Fircrest will defend the Society from the portion of litigation that concerns that validity of Fircrest ordinance or State statute.

MUTUAL COVENANTS & UNDERSTANDINGS – both parties hereto agree to the following conditions:

(1) All persons employed by the Society to perform its obligations under this contract shall be employees of the Society and not Fircrest.

(2) Either party can terminate this contract upon 90 days written notice.

DATED this _____ day of _____, _____

**THE HUMANE SOCIETY
FOR TACOMA AND PIERCE COUNTY**

CITY OF FIRCREST

Kathleen Olson
EXECUTIVE DIRECTOR

FIRCREST CITY MANAGER

Approved as to form

CITY ATTORNEY

Attest

CITY CLERK

Jan-16 Feb-16 Mar-16 Apr-16 May-16 Jun-16 Jul-16 Aug-16 Sep-16 Oct-16 Nov-16 Dec-16 Total YTD

Animals Received												
Dogs and Puppies	2	3	0	2	0	3	1	4	4	0	0	19
Owner Surrendered	2	1	0	1	0	1	0	1	1			7
Stray	0	2	0	1	0	2	1	3	3			12
Cats and Kittens	2	0	0	0	1	2	4	2	3	0	0	14
Owner Surrendered	0	0	0	0	1	2	3	2	1			9
Stray	2	0	0	0	0	2	1	0	2			5
Other Animals	0	0	0	0	0	0	3	0	0			3
Disposal Requests	0	0	0	0	0	0	0	0	1			1
Owner Requested Euthanasia	2	0	1	1	0	1	1	0	2			8
Total Animals Received	6	3	1	3	1	9	6	10	10	0	0	45

Animals Placed												
Dogs and Puppies	2	1	1	2	2	3	0	3	0			14
Cats and Kittens	5	2	1	2	1	7	11	8	2			39
Other Animals	0	0	0	0	0	0	0	1	1			2
Total Adoptions	7	3	2	4	3	10	11	12	3	0	0	55

Strays United with Owners												
Dogs and Puppies	0	1	0	0	0	1	1	2	2			7
Cats and Kittens	0	0	0	0	0	0	1	0	0			1
Other Animals	0	0	0	0	0	0	0	0	0			0
Total Animals Reunited	0	1	0	0	0	1	2	2	2	0	0	8

Animals Euthanized												
Dogs and Puppies	2	0	1	1	0	1	0	0	3	0	0	8
Medical or Behavioral	2	0	1	1	0	1	0	0	3			8
Cats and Kittens	0	0	0	0	1	1	1	0	0	0	0	3
Medical or Behavioral	0	0	0	0	1	1	0	0	0			3
Other Animals	0	0	0	0	1	1	0	0	0			1
Total Animals Euthanized	2	0	1	1	1	3	1	0	3	0	0	12

Deceased Animals												
Disposal	0	0	0	0	0	0	0	0	3			3
Died	1	0	0	0	0	0	0	1	0			2
Total Deceased Animals	1	0	0	0	0	0	0	1	3	0	0	5

Total Income of Animals	6	3	1	3	1	9	6	6	10	0	0	45
Total Outcome of Animals	10	4	3	5	4	14	14	15	11	0	0	80

Foster Animals												
Animals Out to Foster	0	0	0	1	3	0	0	1	0			5
Animals Back from Foster	4	3	1	3	5	11	4	8	3			42

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: December 19, 2016

SUBJECT: Resolution To Execute An Agreement For A
Communications Maintenance Program

FROM: John Cheesman, Police Chief

Review by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No.____, authorizing the City Manager to execute an agreement with Pierce County for a communications maintenance program for the years 2017-2021.

PROPOSAL: Council is being asked to adopt a resolution allowing the City Manager to execute an agreement with the Pierce County Communications Division for communications maintenance. We feel it is in the best interest of our community to enter into this agreement.

FISCAL IMPACT: The County Communications rate has not increased this year. The City of Fircrest will reimburse the County for its services at the rate of \$125.00 an hour again this year. The Police Repair and maintenance line item budget includes \$2,500 for maintaining police radios, computers, calibrating our radars, and other equipment repairs not in ERR. This agreement will commence as of January 1, 2017 and terminate on December 31, 2021. Either party may terminate this agreement upon thirty (30) days written notice. In case of a fee increase, written notice will be given sixty (60) days prior to the increase.

ADVANTAGE: We have a very good working relationship with the Pierce County Communications Shop. They have always treated us fairly.

DISADVANTAGES: None noted.

HISTORY: We have entered into an agreement for communication maintenance with Pierce County Communications for several years.

The contract work performed by Pierce County includes all maintenance, repair, installation, and the upgrading of radio communications and it sometimes includes work performed on our vehicles. This also encompasses the work performed on our radars including their yearly calibration.

Attachments: Resolution

**CITY OF FIRCREST
RESOLUTION NO. ____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH PIERCE COUNTY FOR A
COMMUNICATIONS MAINTENANCE PROGRAM

WHEREAS, for the past several years, the Fircrest Police Department has had an agreement with Pierce County Communications to perform all maintenance, repair, installation and upgrading radio communications; and

WHEREAS, the Fircrest Police Department has also used Pierce County Communications for maintenance of radar units and yearly calibration and wishes to continue the radio and radar maintenance program; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute a Communications Maintenance Program Agreement with Pierce County for Pierce County Communications from January 1, 2017 through December 31, 2021, to perform maintenance, repair, installation, and upgrading of radio communications and radar maintenance and yearly calibration at a rate of \$125.00 an hour.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 19th day of December 2016.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM

AGREEMENT made January 1, 2017, between PIERCE COUNTY, herein referred to as "County," and CITY OF FIRCREST referred to as "City".

SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between City and County.

SECTION II. TERM OF AGREEMENT – TERMINATION

This agreement shall commence as of January 1, 2017 and terminate on December 31, 2021. Either party may terminate this agreement upon thirty (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of City's radio communications system previously agreed to by City and County shall be carried out by County, according to time schedules and location of work arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from City, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County Radio Shop, which shall include installation of radio equipment in all City's vehicles.

SECTION IV. FEES

City shall reimburse the County for its services described above, at the rate of One Hundred Twenty Five (\$125.00) Dollars per hour from 7:30 a.m. through 4:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by City. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County; except that prior written authorization by City shall be required for materials or parts in excess of Five Hundred (\$500.00) dollars. Payment shall be made by City within thirty (30) days of presentation of invoice listing time, parts and materials by the County. In the event of a fee increase, written notice will be given Sixty (60) days prior to the increase.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, City shall not be responsible or liable in any manner whatsoever for, and the County shall indemnify City against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused by any negligence in connection with the installation, maintenance, engineering or upgrading of the radio system unit performed by the County, except for the sole negligence of City. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of City. If this agreement is assigned without City's written consent either by act of County or by operation of law, it shall thereupon terminate subject to the provisions herein before set forth.

SECTION VII. GOVERNING LAW

This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CITY OF FIRCREST:

City Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

UBI No. _____

Address: _____

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Recommended:

Budget and Finance Date

Approved:

Department Director Date