

11. AN ORDINANCE ADOPTING THE 2017 BUDGET

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STAFF REPORT \_\_\_\_\_

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QUESTIONS FROM COUNCIL ON STAFF REPORT \_\_\_\_\_

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ORDINANCE NO. 16-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PULLMAN, WHITMAN COUNTY, WASHINGTON, ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2017. \_\_\_\_\_

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DISCUSSION \_\_\_\_\_

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ACTION TAKEN \_\_\_\_\_

NOTES:

**REQUEST FOR COUNCIL ACTION**

For Meeting of November 22, 2016

**ACTION REQUESTED**

Adopt 2017 Budget.

**BACKGROUND**

The required hearing on General fund revenue sources was held on October 4, 2016. The 2017 Preliminary Budget copies were distributed on October 24, 2016. The Mayor delivered his 2017 Budget Message and the Preliminary Budget hearing was held during the City Council meeting on November 1, 2016. The final budget hearing was held on November 15, 2016.

As discussed at the final public hearing, the budget ordinance presented herein contains no appreciable changes from the original 2017 Preliminary Budget draft. Ending Cash Balances are adjusted for the effect of depreciation and the ordinance may include the effect of "rounding off" cents to whole dollars.

**RECOMMENDATION**

Adopt the 2017 Budget Ordinance.

**FISCAL IMPACT**

See attached Ordinance for budget Data.

**SUBMITTED BY**

**ATTACHMENTS FOR COUNCIL REVIEW**

Leann L. Hubbard  
Finance Director  
Administration/Finance

- 1. Memo dated November 16, 2016
- 1. Ordinance No. 16 - 18

**VIEWED BY    Initial    Date**

Dep't Head    LA    11/16/16

City Supervisor    MW    11/16/16

City Attorney    mdj    11-16-2016  
(as to form)

# Memo

**To:** Mayor, City Council and City Supervisor  
**From:** Leann L. Hubbard, Finance Director   
**Date:** November 16, 2016  
**Re:** 2017 Budget Ordinance

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We have reached the final step of the 2017 Budget process after many hours of hard work by the Mayor, City Council and City staff. Prior to tonight, the City Council adopted the Budget Schedule on June 14, 2016, conducted a pre-budget workshop on September 27, and held the public hearing on revenue sources on October 4. We presented a balanced Budget and conducted the Preliminary Budget Hearing on November 1, adopted the Property Tax Levy on November 1, and conducted the Final Budget Hearing on November 15. On November 22, 2016, we ask that you adopt the 2017 Budget Ordinance.

No changes were recommended nor adopted at any of the hearings. The Budget Ordinance presented for your approval contains no appreciable changes from the original 2017 Preliminary Budget draft that was presented at the budget hearings.

I have attached a current 2016-2017 Budget Summary by Fund that reflects the budget amendment approved on November 22, 2016.

## 2016 - 2017 BUDGET SUMMARY BY FUND

FUND	TITLE	2016 AMENDED BUDGET*		2017 BUDGET REQUEST		
		REVENUES	EXPENDITURES	REVENUES	EXPENDITURES	CHANGE
001	<b>GENERAL FUND:</b>					
	ADMINISTRATION/FINANCE		1,456,336	1,507,569		51,233
	POLICE/SUPPORT SERVICE		6,359,389	6,814,794		455,405
	FIRE/RESCUE			6,061,238		6,061,238
	PROTECTIVE INSPECTIONS		733,628	731,713		(1,915)
	PLANNING		335,926	351,231		15,305
	PUBLIC SERVICES		2,978,234	3,187,510		209,276
	LIBRARY		1,544,814	1,605,081		60,267
	GENERAL GOVERNMENT		244,285	281,255		36,970
	<b>OPERATING TRANSFERS:</b>					
	AIRPORT		682,013	332,013		(350,000)
	OTHER		6,505	31,141		24,636
	<b>TOTAL OPERATING EXPENDITURES:</b>		<b>\$14,341,130</b>	<b>\$20,903,545</b>		<b>\$6,562,415</b>
				OPERATING PERCENTAGE CHANGE: <b>45.8%</b>		
	<b>CAPITAL EXPENDITURES &amp; TRANSFERS:</b>					
	CAPITAL EXPENDITURES		1,129,863	540,099		(589,764)
	NON-OPERATING EXPENDITURES TO OTHER FUNDS		241,300	249,528		8,228
	<b>TOTAL CAPITAL:</b>		<b>\$1,371,163</b>	<b>\$789,627</b>		<b>(\$581,536)</b>
	<b>TOTAL GENERAL FUND:</b>		<b>\$19,515,239</b>	<b>\$20,605,745</b>	<b>\$21,693,172</b>	<b>\$5,980,879</b>
				TOTAL FUND PERCENTAGE CHANGE: <b>38.1%</b>		
104	ARTERIAL STREETS	482,150	645,700	1,680,800	1,946,034	1,300,334
105	STREETS	1,829,805	2,073,927	1,973,830	2,251,026	177,099
120	CIVIC IMPROVEMENT	351,000	350,000	361,500	359,000	9,000
125	FIREMEN'S PENSION	34,200	60,000	34,500	40,000	(20,000)
310	CEMETERY EXPANSION	1,000	6,500	500	14,450	7,950
315	2005 LTGO BOND FUND					
316	2007 BOND FUND	324,300	284,300	322,000	322,000	37,700
317	2009 AIRPORT WATER BOND FUND	392,400	392,400	398,781	398,781	6,381
401	UTILITIES **	10,372,536	11,656,540	10,795,536	12,998,212	1,341,672
403	UTILITY CAPITAL PROJECTS	1,894,000	1,894,000	2,615,000	2,615,000	721,000
404	STORMWATER **	1,405,628	1,712,711	1,169,000	1,743,677	30,966
405	TRANSIT **	5,353,720	5,523,293	5,467,009	5,484,776	(38,517)
501	EQUIPMENT RENTAL **	2,488,647	3,004,313	2,541,413	4,188,972	1,184,659
504	GOV'T BUILDINGS	962,800	1,082,703	1,094,838	1,284,957	202,254
507	INFORMATION SYSTEMS **	1,071,087	1,049,495	1,130,779	1,175,455	125,960
651	AIRPORT AGENCY **	20,292,550	20,292,550	29,097,211	29,097,211	8,804,661
707	LAWSON GARDENS ENDOW	66,000	123,085	110,500	115,803	(7,282)
710	CEMETERY CARE FUND	4,400	500	3,500	500	
	<b>TOTAL ALL FUNDS:</b>	<b>\$66,841,462</b>	<b>\$65,864,310</b>	<b>\$79,402,442</b>	<b>\$85,729,026</b>	<b>\$19,864,716</b>
				PERCENTAGE CHANGE: <b>30.2%</b>		

\* Includes Budget Amendments Approved on June 14, 2016 and November 22, 2016.

\*\* Expenditures exclude non-cash depreciation of \$4,725,000 in 2016 and \$5,145,000 in 2017.

ORDINANCE NO. 16 - 18

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2017.

WHEREAS, the Mayor of the City of Pullman, Washington completed and placed on file with the Finance Director a preliminary budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve amounts and expenses of the government of said City for the fiscal year ending December 31, 2017, and notices were published that the Council of said City would meet on October 4, 2016, to review General Fund revenue sources and also on November 1 and November 15, 2016, at the hour of 7:00 p.m. in Pullman City Hall Council Chambers for the purpose of reviewing said preliminary budget and making any changes to it and also giving residents an opportunity to review said preliminary budget document and be heard upon said budget; and,

WHEREAS, the City Council did meet at said times and place and did then consider the matter of said preliminary budget; and,

WHEREAS, the said preliminary budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Pullman for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Pullman and being sufficient to meet the various needs of the City of Pullman during said period.

NOW, THEREFORE, the City Council of the City of Pullman do ordain as follows:

SECTION 1: The budget for the City of Pullman for the year 2017 is hereby adopted in its final form as adjusted at the public hearings from the content as set forth in the document entitled 2017 PRELIMINARY BUDGET, three (3) copies of which are on file in the Finance Department at City Hall.

SECTION 2: Estimated resources, including fund balances or working capital for each separate fund of the City of Pullman, and aggregate totals for all such funds combined, for the year 2017 are set forth in summary form below, and are hereby appropriated for expenditures or reserved for ending cash during the year 2017 as set forth below:

FUND	ESTIMATED	REVENUES	TOTAL	EXPENDITURES	ESTIMATED	TOTAL
	BEGINNING		RESOURCES		ENDING	USES
	CASH				CASH	
General						
Admin/Finance				1,507,569		
Police				7,123,310		
Fire Services				6,217,845		
Public Works				766,713		
Planning				351,231		
General Gov't				669,861		
Public Services				3,451,562		
Library				<u>1,605,081</u>		
General Fund Total	4,329,544	20,605,745	24,935,289	21,693,172	3,242,117	24,935,289
Arterials	1,356,427	1,680,800	3,037,227	1,946,034	1,091,193	3,037,227
Streets	2,022,342	1,973,830	3,996,172	2,251,026	1,745,146	3,996,172
Civic Improve	1,356,764	361,500	1,718,264	359,000	1,359,264	1,718,264
Fire Pension	302,850	34,500	337,350	40,000	297,350	337,350
Cem. Expansion	14,047	500	14,547	14,450	97	14,547
2007 Bond	1,046	322,000	323,046	322,000	1,046	323,046
2009 Airport Water B	685,848	398,781	1,084,629	398,781	685,848	1,084,629
Utilities	16,485,770	10,795,536	27,281,306	15,398,212	14,283,094	27,281,306
Util Cap Proj	330,958	2,615,000	2,945,958	2,615,000	330,958	2,945,958
Stormwater	1,618,270	1,169,000	2,787,270	1,808,677	1,043,593	2,787,270
Transit	839,477	5,467,009	6,306,486	6,004,776	821,710	6,306,486
Equip Rental	2,067,674	2,541,413	4,609,087	4,948,972	420,115	4,609,087
Govt Bldgs	741,870	1,094,838	1,836,708	1,284,957	551,751	1,836,708
Info Systems	492,984	1,130,779	1,623,763	1,225,455	448,308	1,623,763
Airport Agency	3,875,993	29,097,211	32,973,204	30,447,211	3,875,993	32,973,204
Lawson Endow	7,422	110,500	117,922	115,803	2,119	117,922
Cemetery Care	271,753	3,500	275,253	500	274,753	275,253
TOTAL	\$ 36,801,039	\$ 79,402,442	\$ 116,203,481	\$ 90,874,026	\$ 30,474,455	\$ 116,203,481

SECTION 3: The Finance Director is directed to transmit certified copies of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

SECTION 4: This ordinance shall be in full force and take effect five (5) days from and after its publication, or a summary thereof is published, in the official newspaper of the City of Pullman.

PASSED by the City Council of the City of Pullman at a regular meeting held on the 22nd day of November, 2016.

SIGNED by the Mayor in authentication and Approval Thereof on the \_\_\_\_\_ day of November, 2016.

\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:

\_\_\_\_\_  
Finance Director  
Leann L. Hubbard

Approved as to Form:

\_\_\_\_\_  
City Attorney Laura D. McAloon

Summary Published: November 26, 2016

12. A RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT

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STAFF REPORT \_\_\_\_\_

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QUESTIONS FROM COUNCIL ON STAFF REPORT \_\_\_\_\_

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RESOLUTION NO. R-74-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND PARAMETRIX, INC FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES FOR THE NORTH BYPASS PRELIMINARY ALIGNMENT STUDY.

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DISCUSSION \_\_\_\_\_

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ACTION TAKEN \_\_\_\_\_

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 11/22/16

**ACTION REQUESTED:**

Authorize execution of an Engineering Services Agreement with Parametrix for the North By-Pass Preliminary Alignment Study.

**BACKGROUND:**

See attached Staff Report No. 085.

**RECOMMENDATION:**

Adopt the attached resolution authorizing execution of an Engineering Services Agreement with Parametrix for the North By-Pass Preliminary Alignment Study.

**FISCAL IMPACT:**

\$49,560.00  
105.4300.543.10.41.00  
BARS Code Number

**SUBMITTED BY:**

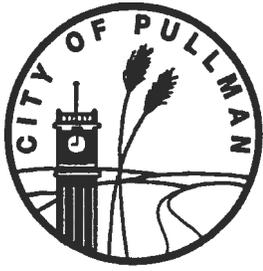
**ATTACHMENTS FOR COUNCIL REVIEW/ACTION:**

Name Kevin Gardes  
Title Public Works Director  
Dept. Public Works

- 1. Staff Report No. 085
- 2. Resolution

**REVIEWED BY:**

	Initial	Date
Department Head	<u>KG</u>	<u>11-15-16</u>
City Supervisor	<u>MW</u>	<u>11/15/16</u>
City Attorney (As to Form)	<u>Smaj</u>	<u>11-16-2016</u>



# CITY OF PULLMAN

## Public Works and Planning Departments

325 S.E. Paradise Street, Pullman, WA 99163

(509) 338-3220 or (509) 338-3213 Fax (509) 338-3282

[www.pullman-wa.gov](http://www.pullman-wa.gov)

### MEMORANDUM

**TO:** Mayor and City Council  
**FROM:** Kevin Gardes, Public Works Director *KA*  
**FOR:** November 22, 2016 City Council Meeting

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#### Staff Report No. 085

In the early 1970s, the State of Washington acquired right-of-way (ROW) and access control for the SR 276 North Pullman Bypass. This northerly bypass around Pullman was planned to relieve congestion in the downtown business district where two state highways (SR 27 and SR 270) intersect. As originally envisioned, SR 276 would begin with an intersection at SR 195, north and west of Pullman, and be constructed as a divided limited-access highway. The highway would go east to an at-grade intersection at Brayton Road, then a diamond interchange at SR 27, then trend southeast to another diamond interchange near a future city street (close to Birch Hills apartments), ending at SR 270 near Avista's current location. The project was never constructed. State Route 276 was established in 1973 by RCW 47.17.502 and subsequently repealed in 2016 by the Legislature; the Governor signed a bill repealing RCW 47.17.502 on April 1, 2016.

In June 2016, City and County staff met with Acting WSDOT Eastern Regional Director Mike Frucci to begin a conversation about how to transfer former SR 276 ROW to the City of Pullman and Whitman County. Portions of the SR 276 ROW are within city limits, while other sections are outside city limits. WSDOT has indicated that it is willing to transfer ownership of the ROW to the City of Pullman and Whitman County, most likely via quit claim deed, at no cost. A caveat is that because the ROW was purchased with Federal and State motor vehicle funds, any SR 276 ROW that is transferred to either the City or County may only be used for road and street purposes. In the discussion with WSDOT about a potential transfer to the City/County, there were a number of questions raised:

1. How much of the ROW width does the City/County want? WSDOT envisioned a divided highway with interchanges. It is likely that if constructed by the City/County, the bypass section would be a major arterial consisting of four lanes with a continuous center two-way left turn lane without interchanges, similar to the conceptual South Bypass. The South

Bypass ROW width is proposed at 100 feet. The SR 276 ROW is over 400 feet wide in some areas.

2. What do City and County want for access control? Access management is a method for protecting capacity, improving safety and maintaining functional integrity of a roadway. It accomplishes this by minimizing disruptions to “through traffic”. Methods include limiting driveways/access points, using frontage roads, spacing traffic signals, etc. When WSDOT originally purchased the ROW, they obtained a real property right for access control, which is fairly restrictive. It is recommended that some form of access control be maintained when ROW is transferred to the City and County; this is best determined prior to the transfer.
3. Which sections of ROW would be transferred to the City and County, respectively?
4. A section of SR 276 ROW near Airport Road has a WSU agricultural building constructed within the ROW. Alternative alignments around this area may be possible in coordination with WSU.
5. The City completed a Northwest Ring Road engineering study in 2008 that details possible alignments for a northwest ring road from the Albion Road to SR 270 (Davis Way, at Golden Hills Drive intersection). This northwest ring road concept should be coordinated with SR 276 right of way.

City and County staff discussed how to proceed and determined an engineering study addressing the above questions was the best option. City staff agreed to take the lead as the majority of the ROW will likely be transferred to the City. City staff contacted Parametrix, formerly Taylor Engineering, Inc., and developed a scope of work for this preliminary work. Included is coordination with the Washington State Department of Transportation. A full scope of work has been developed and is attached as Exhibit A to the Engineering Services Agreement. The project is to be performed on a cost-reimbursable basis with an estimated budget of \$49,560.00. The agreement uses the city’s standard consultant agreement form. Funding for this project will be from the Street Fund. This project is unbudgeted in the Street Fund in 2017, therefore a budget amendment may be processed at a future Council meeting. Anticipated project completion is October 2017 with a presentation at a joint City Council /County Commission meeting.

The potential ROW transfer/initial engineering study proposal was presented to the Joint Planning Area Committee (JPAC) in October for concurrence to proceed, which they provided. Whitman County has agreed to contribute \$10,000 toward the study. This is a rare opportunity that we are recommending be pursued.

RESOLUTION NO. R-74-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND PARAMETRIX, INC FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES FOR THE NORTH BYPASS PRELIMINARY ALIGNMENT STUDY.

WHEREAS, the City Council for the city of Pullman has before it an Agreement entitled Engineering Services Agreement which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Parametrix, Inc.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:

\_\_\_\_\_  
Finance Director Leann L. Hubbard

Approved as to Form:

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

## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF PULLMAN, WASHINGTON, whose address is 325 SE Paradise Street, Pullman, WA 99163, hereinafter called the "CITY," and the consulting firm of PARAMETRIX, INC. whose address is 245 E. Main Street, Pullman, WA 99163, the location at which work will be available for inspection, hereinafter called the "CONSULTANT." The contact person for the CITY shall be Kevin Gardes, P.E. The contact person for the CONSULTANT shall be Ron Pace, P.E.

WHEREAS, the CITY desires to prepare a preliminary alignment study for a North By-Pass; and

WHEREAS, the CONSULTANT has represented and by entering into this Agreement now represents, that CONSULTANT is in full compliance with the statutes of the State of Washington for registration of professional engineers and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner; and

WHEREAS, the CONSULTANT desires to do the work set forth in the Agreement upon the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

### SECTION I: OBJECTIVES AND SCOPE OF WORK

The objectives of this project are to prepare a study of existing SR 276 right-of-way to develop a vertical profile, evaluate and develop roadway and intersection geometry, identify technical issues and summarize the findings in a concise report. In addition, the study will include an evaluation of Highway Access Management, interaction with the Joint Planning Area Committee (JPAC), coordination with the Washington State Department of Transportation (WSDOT) and a joint presentation to the City of Pullman City Council and Whitman County Commissioners. The scope of services to be performed by the CONSULTANT is as indicated in the attached Exhibit A.

During the project execution, the CONSULTANT shall provide supporting information as may be pertinent and necessary, or as may be requested by the CITY, in order for the CITY to pass critical judgment on the design features of the project. The CONSULTANT shall make such minor changes, amendments, or revisions in the details of the work as may be required by the CITY provided that they are within the scope of work and are requested prior to final review by the CITY. This item does not constitute an "Extra Work" item as related in Section VIII of this Agreement. When alternates are being considered, the CITY shall have the right of selection.

The adequacy of the design shall be checked by a senior review by the CONSULTANT. The CONSULTANT will be held responsible for the accuracy of the work, consistent with Section XV of this Agreement.

Exhibit "A"

## **SECTION II: ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CITY**

The CITY will furnish the CONSULTANT maps, drawings, data, and reports on file which relate to the project.

## **SECTION III: DOCUMENTS TO BE FURNISHED BY THE CONSULTANT**

Documents, exhibits or other presentations for the work covered under this Agreement shall be furnished by the CONSULTANT to the CITY as detailed in Exhibit A. All such material shall become and remain the properties of the CITY and may be used by it without restriction other than as described in Section XXII, Reuse of Project Documents.

## **SECTION IV: TIME OF BEGINNING AND COMPLETION**

The CONSULTANT shall not begin work under the terms of this Agreement until authorized in writing by the CITY. All work authorized by this Agreement shall be completed by October 31, 2017.

The established completion time shall not be extended because of any unwarranted delays attributable to the CONSULTANT, but may be extended by the CITY in the event of a delay attributable to an act of God, governmental action, or other condition beyond the control of the CONSULTANT.

## **SECTION V: PAYMENT**

The CONSULTANT shall be paid by the CITY for completed work or services rendered under this Agreement as provided for hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Payment for all consulting services for this project shall be on a cost-reimbursable basis with a not-to-exceed amount of \$49,560.00.

The maximum amount payable by the CITY to the CONSULTANT under this Agreement shall not exceed said not-to-exceed amount unless a supplemental agreement has been negotiated and executed in writing by the CITY prior to incurring any costs in excess of the not-to-exceed amount.

2. Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed, but are not to be more frequent than one (1) per month. Each payment request shall be accompanied by a spreadsheet showing a list of all tasks, their original budget amount, cost incurred through the invoice date, estimated remaining costs, and estimated total costs through completion. A short narrative or remark column shall be included. Any problems and potential causes for delay shall be noted. Failure to note any reasons for delay shall constitute a waiver of claims for delay to the date of the payment request. Payments to the CONSULTANT will be made within 30 days of receipt of the payment request.
3. Final payment of any balance due the CONSULTANT of the ultimate gross amount earned

will be made promptly upon ascertainment and verification by the CITY of the satisfactory completion of the work under this Agreement and its acceptance by the CITY and the receipt of documents which are to be furnished under this Agreement.

4. Each payment by the CITY shall constitute full payment for labor, materials, supplies, equipment and incidentals to the date of CONSULTANT'S partial payment request. CONSULTANT'S acceptance of payment constitutes a waiver of any claims for payment not included in the partial payment request.
5. Payment for extra work performed under this Agreement shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.

#### **SECTION VI: EMPLOYMENT**

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the CONSULTANT, while engaged in the performance of any work or services required by the CONSULTANT under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the CITY.

#### **SECTION VII: NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, handicap, or sexual orientation except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this Agreement may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

## **SECTION VIII: CHANGES IN WORK**

The CONSULTANT shall make such revisions in the work included in this Agreement as are necessary to correct errors or omissions appearing therein, when required to do so by the CITY, without additional compensation.

Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof revised, other than minor revisions within the scope of the work, the CONSULTANT shall make such revisions, if requested and as directed by the CITY in writing. This work shall be considered as Extra Work and will be paid for as provided in Section V. All extra work shall be submitted as a supplement to the basic agreement and approved by the CITY Director of Public Works in writing before the work is undertaken. Said supplement may also extend the time for completion as agreed upon by the CITY and the CONSULTANT.

## **SECTION IX: TERMINATION OF AGREEMENT**

1. The CITY reserves the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the CONSULTANT.
2. In the event this Agreement is terminated under any of its terms prior to completion of the work, a final payment shall be made to the CONSULTANT commensurate with the amount of work completed to the date of termination. The CITY is authorized to offset or deduct from any sums due the CONSULTANT any actual charges incurred by the CITY for the default of the CONSULTANT.
3. In the event this Agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings and field notes prepared by the CONSULTANT prior to termination shall become the property of the CITY.
4. Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of this Agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the Agreement will not constitute waiver of the entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **SECTION X: DISPUTES**

Any dispute concerning questions of facts in connection with work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works, whose decision in the matter shall be final and binding on the parties of this Agreement, provided, however, that if an action is brought challenging the Director of Public Works' decision, that decision shall be subject to de novo judicial review.

## **SECTION XI: INDEMNITY**

CONSULTANT agrees to indemnify CITY from any claims, damages, losses, and costs, including, but

not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subconsultants in connection with the project.

CITY agrees to indemnify CONSULTANT from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CITY or its employees in connection with the project.

## **SECTION XII: SUBLETTING OR ASSIGNING OF CONTRACTS**

The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY. The CITY expects that the CONSULTANT will make reasonable attempts to keep the same personnel on this project as designated during the selection process.

## **SECTION XIII: ENDORSEMENT OF PLANS**

The CONSULTANT shall place CONSULTANT'S endorsement on all reports, plans, estimates or any other data furnished by CONSULTANT.

## **SECTION XIV: INTEREST**

If payment of the amounts due, or any portion thereof, is not made as prescribed above, interest on the unpaid balance thereof will occur at the rate of one-half percent (1/2%) per month and become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the CONSULTANT. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein. The CITY shall exercise reasonableness in contesting any bill or portion thereof. Where usury limits are less than the stated interest rate above, the maximum lawful interest rate shall apply to the unpaid balance.

## **SECTION XV: STANDARD OF CARE**

The standard of care applicable to the CONSULTANT'S services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services. The CONSULTANT will re-perform any services not meeting this standard without additional compensation.

## **SECTION XVI: SUBSURFACE INVESTIGATIONS**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect

total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

## **SECTION XVII: OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedules. Therefore, the CONSULTANT makes no warranty that the CITY'S actual project costs, financial aspects, economic feasibility or schedules will not vary from the CONSULTANT'S opinions, analyses, projections, or estimates.

## **SECTION XVIII: ACCESS TO CONSULTANT'S ACCOUNTING RECORDS**

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will be available to the CITY during the CONSULTANT'S normal business hours for a period of one year after the CONSULTANT'S final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to cost-reimbursable type compensation.

## **SECTION XIX: CONSULTANT'S INSURANCE**

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

CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

### **1. Minimum Scope of Insurance**

CONSULTANT shall obtain insurance of the types described below:

- A. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

- C. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Professional Liability insurance appropriate to the CONSULTANT'S profession.

**2. Minimum Amounts of Insurance**

CONSULTANT shall maintain the following insurance limits:

- A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- C. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**3. Other Insurance Provisions**

The CONSULTANT'S Automobile Liability, Professional Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.

**4. Acceptability of Insurers**

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

**5. Verification of Coverage**

CONSULTANT shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

**6. Notice of Cancellation**

The CONSULTANT shall provide the CITY with written notice of any policy cancellation, within two business days of its receipt of such notice.

**7. Failure to Maintain Insurance**

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

## **8. CITY Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the Consultant.

### **SECTION XX: OWNER-FURNISHED DATA**

CONSULTANT will reasonably rely upon the timeliness, accuracy, and completeness of the information provided by the CITY.

### **SECTION XXI: LITIGATION ASSISTANCE**

The scope of services does not include costs of the CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. All such services required or requested of the CONSULTANT by the CITY, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed, unless and until there is a finding by a court or arbitrator that the CONSULTANT'S negligence caused the CITY'S damage.

### **SECTION XXII: REUSE OF PROJECT DOCUMENTS**

All designs, drawings, specifications, documents, and other work products of the CONSULTANT are instruments of service for this project, whether the project is completed or not. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service based on facts or circumstances not contemplated in the original work, without the written permission of the CONSULTANT, will be at the CITY'S sole risk. The CITY agrees to indemnify and defend the CONSULTANT from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees, arising out of or related to such unauthorized reuse.

### **SECTION XXIII: FORCE MAJEURE**

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

### **SECTION XXIV: SUSPENSION, DELAY, OR INTERRUPTION OF WORK**

The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the project's schedule, commitment and cost of the CONSULTANT'S personnel and subconsultants, and the CONSULTANT'S compensation may be made if warranted.

#### **SECTION XXV: NO THIRD PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than the CITY and the CONSULTANT and has no third-party beneficiaries.

#### **SECTION XXVI: JURISDICTION, VENUE AND APPLICABLE LAW**

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The CONSULTANT consents to personal jurisdiction and venue shall be in the courts of Whitman County, Washington.

#### **SECTION XXVII: COMPLETE AGREEMENT**

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

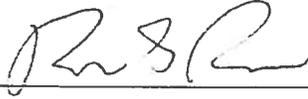
#### **SECTION XXVIII: SEVERABILITY AND SURVIVAL**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

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

CONSULTANT:  
Parametrix, Inc.

CITY:  
City of Pullman, a municipal corporation  
of the State of Washington

By: 

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

Title: PRINCIPAL

Date: 11/14/2016

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

ATTEST:

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

## **Exhibit A**

The scope of services to be provided by CONSULTANT, budget, billing rates, and schedule for the North By-pass Preliminary Alignment Study are as detailed in the attached documents.

## **North By-Pass Preliminary Alignment Study For The City of Pullman and Whitman County**

**September, 2016**

### **Project Overview**

This project consists of the preparation of a Preliminary Alignment Study of the North By-Pass for the City of Pullman and Whitman County. The alignment of the North By-Pass consists of a large segment of the existing SR 276 right of way that skirts the north perimeter of Pullman, from SR 195, north of Davis Way to SR 270. Specifically, this study comprises the segment of existing SR 276 right of way from SR 195 eastward and southward to Airport Road. The segment of existing SR 276 right of way from Airport Road, south to SR 270, is not included in this study.

The study will develop a vertical profile within the existing right of way, evaluate and develop roadway and intersection geometry, identify technical issues and summarize the findings in a concise report. In addition, the study will include an evaluation of Highway Access Management, interaction with the Joint Planning Area Committee (JPAC), coordination with the Washington State Department of Transportation (WSDOT) and a joint presentation to the City of Pullman Council and Whitman County Commission. The following primary tasks are included in the study.

- **Develop a Comprehensive Topographic Background Map** – Develop an AutoCAD topographic background map of the alignment for use in the preliminary horizontal and vertical design of the North By-Pass. The existing 2001 City of Pullman aerial topographic maps will be used as the basis of this task.

Additional aerial contour map panels will need to be procured by the City for the section of the alignment from SR 195, easterly to Brayton Road and the section of the alignment east of the Port of Whitman Industrial Park and north of the residential Northwood Housing Complex. We will provide recommendations to the City regarding the procurement of these additional aerial topographic panels. The preferred panels will consist of aerial topographic maps at a 1"=200' mapping scale with five (5) foot contour intervals and 3-D AutoCAD points - similar to the maps procured for the South By-Pass Study.

This task also includes updating the 2001 aerial topographic maps to reflect more current conditions. We will update the 2001 aerial topographic maps with compiled in-house AutoCAD backgrounds and any additional available AutoCAD backgrounds of completed construction projects in the area since 2001.

An electronic background map will be compiled from these sources to form the overall AutoCAD topographic background map for use in the study. The task will include digitizing and interpolation, where needed. Field topographic surveying is not anticipated nor included in this task.

- **Gather Previous Studies / Data** – Gather and review available technical data including WSDOT right of way maps, previous studies, environmental studies, soil maps, tax maps, county maps and record drawings. Identify acceptable uses of right of way and any restrictions. This information will be reviewed and used in the development of study.
- **Project Kickoff Meeting** – Meet with City / County staff to review the topographic background map and available studies / data. Perform a field reconnaissance with City / County staff, including taking site photos, identifying potential impacts to existing infrastructure, a discussion of proposed roadway geometry and the identification of important design challenges. The following “Key Project Locations” will be visited and reviewed in this task:
  - Proposed intersection with existing SR 195 (north of Davis Way)
  - Crossing of Brayton Road and the South Fork of the Palouse River.
  - Connection to the proposed NW Ring Road Conceptual Alignments.
  - Potential access to the residential neighborhoods northeast of Pullman High School.
  - Crossing of SR 27 (North Grand Avenue) and Missouri Flat Creek.
  - Potential access to the area north of the Port of Whitman County.
  - Potential access to the residential Northwood Housing Complex.
  - Connection to existing Terre View Drive on Washington State University property adjacent to Airport Road.
- **Basic Roadway Parameters** – Develop basic roadway parameters including functional classification, design speed, typical roadway width / section, maximum vertical grade, minimum horizontal curvature and other design standards to be used in the preliminary design process. This task includes discussing the parameters with City / County staff and summarizing them in a technical memorandum.
- **Highway Access Management** - Provide a comprehensive review of access management along the proposed alignment. Review the existing types and classifications of access control along the roadway with WSDOT and discuss various options. Consideration will be given to balancing access control with vehicle mobility, capacity, safety and the functional integrity of the roadway.
- **Preliminary Drawings / Plan and Profile Sheets** – Develop a horizontal geometry and vertical profile of the alignment for review and refinement with City / County staff. This task includes the evaluation of each of the “Key Project Locations” for intersection / roadway geometry, location of connecting access points, impacts of existing river / creek crossings and cut / fill limits. It is assumed that 2-4 iterations with City / County staff will be necessary to develop, refine and achieve a final horizontal geometry and vertical alignment. A tabulation of earthwork volumes with catch points will be included in this task. The plan and profile sheets will be prepared at 1” = 100’ horizontal and 1” = 10’ vertical scales. Additionally, a Cover Sheet, Overall Plan Layout Sheet(s) and Detail Sheet(s) will be provided. It is anticipated that approximately twenty (20) sheets at 24” by 36”, will be produced.

- **Conceptual Drainage Patterns** – Develop type, conceptual size and location of potential storm water treatment and disposal areas for the various segments of the alignment. This task includes the development of conceptual sizing calculations for storm water facilities. The conceptual storm water facilities will be depicted on the plan and profile drawing.
- **Stakeholder Meetings** – In collaboration with City / County staff, host 2-4 stakeholder meetings during the development of the study to obtain feedback and critical review of the design concept. It is anticipated that this task will include meetings with JPAC, WSDOT and potentially other stakeholders. It is anticipated that the meetings will include a short presentation of the design progress to date, interactive discussions and an associated refinement of the design concept. Minutes of each meeting will be prepared and distributed to City / County staff. The key milestones and scheduling for these meetings will be determined by City / County staff as the project progresses.
- **Engineer's Opinion of Cost by Segment** - Develop a conceptual cost estimate by major alignment segment and major work category including costs for construction, right of way, (if needed), administration and contingency. The cost estimate will be consistent with the level of analysis and design of the preliminary alignment.
- **Draft North By-Pass Preliminary Alignment Study** – Prepare a draft North By-Pass Preliminary Alignment Study. The study will include descriptive narratives, summary of engineering parameters, calculations, computer runs, preliminary drawings / plan and profile sheets and an opinion of cost. Submit the study to City / County Staff for comments and review. Address the comments from City / County staff in anticipation of a joint City Council / County Commission Presentation.
- **Joint City Council / County Commissioner Presentation** – Provide a “Power Point” format presentation to the Pullman City Council and Whitman County Commission. Summarize the technical design parameters, alignment geometry, proposed access management, interactive stakeholder process and conceptual cost estimates. Participate in a question / answer discussion with City Council / County Commission.
- **Final North By-Pass Preliminary Alignment Study** – Based upon the feedback and discussion with City Council / County Commission, modify the study as necessary and issue a final, stamped document to the City / County.

### **Final Deliverables to the City of Pullman**

1. Five (5) stamped original copies of the final North By-Pass Preliminary Alignment Study including preliminary drawing set.
2. Electronic copies of the study (pdf) and preliminary drawing set, (AutoCAD).

Submitted: 9/13/2016

**North By-Pass Preliminary Alignment Study  
City of Pullman & Whitman County**

**LABOR HOURS BY CLASSIFICATION**

TASK DESCRIPTION	Principal	Design Manager	Project Engineer III	Project Engineer II	Project Surveyor	Senior Engr. Tech	Administrative Assistant	TOTAL HOURS	LABOR COST	EXPENSES	COST & EXP.
	\$140	\$110	\$110	\$100	\$100	\$80	\$80				
Develop Comprehensive Topographic Background Map	2	8				24		34	\$3,080		\$3,080
Gather Previous Studies / Data and Project Kick-off Meeting	2	12						14	\$1,600		\$1,600
Basic Roadway Parameters / Tech Memo	2	8					2	12	\$1,320		\$1,320
Highway Access Management Analysis	4	16		4				24	\$2,720		\$2,720
Cover Sheet / Overall Sheets / Plan & Profiles / Drainage / Detail Sheets - (20 Sheets +/-)	8	40		16		96	2	162	\$14,960	\$50	\$15,010
Stakeholder Meetings	20	32				16	4	72	\$7,920	\$50	\$7,970
Engineer's Opinion of Cost By Segment	8	16				24	4	52	\$5,120		\$5,120
Draft North By-Pass Preliminary Alignment Study	8	24		8		4	8	52	\$5,520	\$50	\$5,570
Joint City Council / County Commissioner Presentation	12	8				16	2	38	\$4,000		\$4,000
Final North By-Pass Preliminary Alignment Study / Final Deliverables	4	16				2	8	30	\$3,120	\$50	\$3,170
<b>Total Hours</b>	<b>70</b>	<b>180</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>182</b>	<b>30</b>	<b>490</b>	<b>\$49,360</b>	<b>\$200</b>	<b>\$49,560</b>
<b>GRAND TOTAL:</b>	<b>\$9,800</b>	<b>\$19,800</b>	<b>\$0</b>	<b>\$2,800</b>	<b>\$0</b>	<b>\$14,560</b>	<b>\$2,400</b>	<b>490</b>	<b>\$49,360</b>	<b>\$200</b>	<b>\$49,560</b>

13. A MOTION TO RATIFY AN EMPLOYMENT AGREEMENT FOR CITY SUPERVISOR

\_\_\_\_\_

\_\_\_\_\_

STAFF REPORT \_\_\_\_\_

QUESTIONS FROM COUNCIL ON STAFF REPORT \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DISCUSSION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACTION TAKEN \_\_\_\_\_

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of:

November 22, 2016

=====
ACTION REQUESTED

By motion to ratify an Employment Agreement for City Supervisor.

BACKGROUND

On November 14, 2016, the City Council confirmed the appointment of Adam Lincoln for the position of City Supervisor. The City and Mr. Lincoln have prepared an Employment Agreement establishing working conditions for Mr. Lincoln during his tenure as City Supervisor. The Employment Agreement is attached.

RECOMMENDATION

By motion ratify the Employment Agreement for City Supervisor between the City of Pullman and Adam Lincoln.

FISCAL IMPACT

\$ \_\_\_\_\_

BARS Code Number

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Glenn A. Johnson

Name

1. Employment Agreement

Mayor

Title

Executive

Department

REVIEWED BY

Initial

Date

Department Head

\_\_\_\_\_

\_\_\_\_\_

City Supervisor

\_\_\_\_\_

\_\_\_\_\_

City Attorney
(As To Form)

Cmaj

11-17-2016

## EMPLOYMENT AGREEMENT FOR CITY SUPERVISOR

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Pullman, Washington, hereafter "Employer", and Adam Lincoln, hereafter "Employee" whose date of hire shall be December 30, 2016.

1. RECITALS: As an integral part of this Agreement, the parties acknowledge and agree that:

WHEREAS, Employer wishes to employ Employee as City Supervisor for the City of Pullman and provide certain benefits to him and to establish employment and working conditions of said Employee during his tenure as City Supervisor; and,

WHEREAS, Employee is willing to accept employment as City Supervisor of the City of Pullman on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

2. EMPLOYMENT AND DUTIES

Employer hereby employs Employee, and Employee accepts such employment as City Supervisor of the City of Pullman to perform the functions and duties specified by law and such other legally permissible and proper duties and functions, as Employer shall from time to time assign.

3. TERM AND RENEWAL

- A. This Agreement shall have an indefinite term of employment; subject, however, to the limitations, notices, requirements, payments and matters herein set forth.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject to a thirty (30) day written notice and the provisions of this Agreement.
- C. In the event Employee is terminated by Employer within the first two years, the Employer shall provide severance compensation to Employee in the amount equal to two (2) months of Employee's salary and the cash equivalent of benefits, based upon the salary and benefits in effect at the time of notice of termination. If Employee is terminated after two years of service, Employer shall provide severance compensation to Employee in the amount equal to five (5) months of Employee's salary and the cash

equivalent of benefits, based upon the salary and benefits in effect at the time of notice of termination.

- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign his position with the Employer at any time, subject to a written thirty (30) day notice and the provisions of this Agreement. No severance compensation shall be payable to Employee in the event of a resignation.
- E. Employee shall report for work on December 30, 2016.

#### 4. COMPENSATION AND BENEFITS

- A. **Base Annual Salary.** For services rendered by Employee pursuant to this Agreement, Employer shall pay Employee a starting base monthly salary of ten thousand and forty-three (\$10,043) dollars (Step 3 on the City pay scale) effective December 30, 2016, payable in the manner customary with other City employees. Annual salary increases shall be in accordance with the City's regular step increases.
- B. **Insurance Coverage.** The insurance coverage provided to the Employee will be the same coverage as provided for all employees of the City of Pullman as provided on the date of the execution of this agreement and as modified in the future. Coverage will begin on January 1, 2017.
- C. **Automobile Allowance.** The Employer agrees to pay to the Employee, during the term of this Agreement and, in addition to other salary and benefits herein provided, the sum of Three Hundred Dollars (\$300.00), payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Employee shall not be entitled to mileage reimbursement for use of said vehicle.

#### 5. RETIREMENT

Employee is required to become a member of the Public Employees' Retirement System and Employer and Employee will make contributions as set by the legislature of the State of Washington.

#### 6. VACATION AND SICK LEAVE

- A. Effective January 1, 2017, Employee will receive 96 hours (8 hours per month X 12 months) credited to each of his vacation and sick leave banks.

Both banks will be available for use as needed and outlined by the City of Pullman Personnel Policies and Procedures on January 1, 2017. No additional sick leave or vacation time will accrue for the first year of employment.

At the end of one year of employment, Employee will accrue eight (8) hours of sick leave per month up to a maximum of 800 hours.

At the end of one year of employment, Employee will accrue twelve (12) hours of vacation leave per month up to a maximum of 240 hours.

Employee shall only be paid for all unused portions of vacation accrual at cessation of employment.

## 7. OTHER BENEFITS

- A. Bonds. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.
- B. Professional Development. Memberships and Training. Employer hereby agrees to pay for expenses of Employee for membership to the Washington City/County Management Association and paid attendance to its annual conferences. Employer hereby agrees to pay for expenses of Employee for membership to the International City/County Management Association and attendance at the ICMA conference may be scheduled if funds are available in the annual budget for the City Manager's Office. Reimbursement for expenses incurred under this section shall be made according to the City Travel Policy and approved by the Mayor or designee.
- C. Civic Group Membership. Employer will pay for the Employee's membership dues for in civic groups, e.g., Rotary, Lions and Kiwanis, not to exceed \$800 per year.
- D. Annual Performance Evaluation. Employer shall review and evaluate the performance of the Employee at least once annually. Except where otherwise prohibited by the Washington Open Public Meetings Act, chapter 42.30 RCW, the reviews and evaluations will be conducted in Executive Session. The Mayor or designee shall provide the Employee with a written summary of the findings and provide adequate opportunity for the Employee to discuss the evaluation with the City Council.

All other benefits provided by the City of Pullman are as set forth in the Personnel Policies and Procedures Manual.

## 8. RELOCATION

Upon presentation of receipts, Employee shall receive up to \$3,000 for expenses related to relocating Employee, his family, and physical property from western Washington to Pullman. Responsibility for payment of any applicable taxes on this sum shall rest with the Employee.

9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the municipal code, or any other law.

All provisions of the municipal code and regulations and rules of the Employer relating to vacation and sick leave, retirement, pension system contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

10. GENERAL PROVISIONS

If any provision or portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures as of the date and year first above written.

\_\_\_\_\_  
Mayor Glenn A. Johnson

  
\_\_\_\_\_  
Adam Lincoln