

Finance Committee

*November 24, 2020
5:00 P.M.*

Agenda



Council Committees are primarily concerned with legislative/policy matters. They formulate and convey recommendations to the full council for action (BLMC 2.04.090).

Location: Due to the COVID-19 State of Emergency proclamation, the Finance Committee meeting will be virtual. Members of the public wanting to listen to the meeting may call in at (408) 419-1715. The meeting ID is 172 717 527. This is not a toll-free number.

Department Head Contact: Cherie Reiersen, Chief Finance Officer

Committee Liaison: Leslie Harris, Management Analyst / Executive Assistant

Committee Clerk: Debbie McDonald, Administrative Specialist III

Call to Order: Deputy Mayor Justin Evans, Chair

Roll Call: Deputy Mayor Justin Evans, Councilmember Terry Carter, and Councilmember Tom Watson

Reports/Presentations:

1. Personnel Update – Jenna Richardson, Human Resources Manager

Business/Action Items:

- p.3 1. AB20-134 Resolution 2886: Agreement for Legal Services with Haggard & Ganson, LLP – John P. Vodopich, City Administrator
- p.9 2. Approval of Meeting Notes: November 10, 2020 – Debbie McDonald, Administrative Specialist III

Open Discussion:

Adjourn:

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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / John P. Vodopich, AICP	Meeting/Workshop Date: 24 November 2020	Agenda Bill Number: AB20-134
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2886	Sponsor:

Agenda Subject: Agreement For Legal Services With Haggard & Ganson, LLP

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement For Legal Services With Haggard & Ganson, Llp.

Administrative Recommendation: Approve

Background Summary: The law firm of Porter Foster Rorick has provided legal services to the City of Bonney Lake for 20 years. For the past number of years, said legal services have been provided by Kathleen Haggard and Jeff Ganson. Both individuals are leaving the firm and forming a new two-person partnership, Haggard & Ganson, LLP. Legal services would be provided at the rate of \$250 per hour, a reduction of \$25 per hour over the curent hourly rate of \$275.
Attachments: Resolution 2886

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$175,000	\$175,000	TBD		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: 001.000.015.515.41.41.10 Legal Services				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Finance Committee Date: 11/24/2020	<i>Approvals:</i>		Yes No
		Chair/Councilmember	Justin Evans	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Tom Watson	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Terry Carter	<input type="checkbox"/> <input type="checkbox"/>
	Forward to: 12/8/2020	Consent Agenda:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): December 8, 2020	Tabled to Date:

APPROVALS		
Director: JPV	Mayor: NJJ	Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 2886

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, CANCELING THE AGREEMENT FOR LEGAL SERVICES WITH PORTER FOSTER RORICK LLP AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR LEGAL SERVICES WITH HAGGARD & GANSON LLP.

WHEREAS, the City of Bonney Lake currently obtains legal services from the law firm of Porter Foster Rorick, LLP; and

WHEREAS, effective January 1, 2021, City Attorney Kathleen Haggard will be leaving Porter Foster Rorick and starting practice in a new two-person partnership, Haggard & Ganson LLP; and

WHEREAS, City Council finds it desirable to retain the services of the current City Attorney.

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington hereby resolves that, effective January 1, 2021, the current Agreement for Legal Services with Porter Foster Rorick, LLP, is canceled. The Mayor is authorized to sign an Agreement for Legal Services between the City of Bonney Lake and Haggard & Ganson LLP, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 8th day of December, 2020.

Neil Johnson Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

AGREEMENT FOR LEGAL SERVICES

Between
THE CITY OF BONNEY LAKE
and
HAGGARD & GANSON LLP

1. Agreement. This Agreement for Legal Services (“Agreement”) is between the City of Bonney Lake (“City”) and Haggard & Ganson LLP (“Attorneys”). The City and Attorneys are each a “Party” and collectively the “Parties” to this Agreement. The Parties agree as follows.

2. Services; Standards. The Attorneys shall provide legal services as requested by the City. The Attorneys shall perform all legal services under this Agreement in a capable and efficient manner, consistent with professional standards of care, and in accordance with the Rules of Professional Conduct of the Washington Supreme Court. Attorneys shall not render services in the areas of municipal bonds, criminal prosecution, matters covered by insurance for which the insurance carrier has appointed separate legal counsel, or other matters for which the City Manager and City Attorney have determined separate legal counsel is needed.

3. Fees; Costs; Billing.

3.1 Attorneys’ services shall be billed by Attorneys at current hourly rates. Current hourly rates are \$250/hour.

3.2 Attorneys shall not charge for mileage, long distance telephone calls, faxes, office copies, secretarial services or any other costs that are a part of regular overhead costs. Attorneys shall bill for reimbursement of any outside costs, such as process service and court filing fees that are specifically incurred on behalf of the City.

3.3 Attorneys shall maintain accurate time records describing the services performed and the dates upon which said services were performed and shall provide a monthly statement to the City setting forth the time expended for such services. At the City’s request, Attorneys shall maintain separate accounts and statements for discrete matters or services.

3.4 Fees and costs shall be billed monthly by Attorney’s statement following the month in which services are provided. Payment is due in full within thirty (30) days of the date the statement is received by the City. A service charge shall accrue, beginning on the thirty-first (31st) day after the date the statement is received by the City, at the rate of 12% per annum, but shall only be added to any subsequent statement if the underlying balance not paid by the City within sixty (60) days after the statement is received by the City.

4. Termination. Consistent with the Rules of Professional Responsibility, this Agreement may be terminated at any time by either Party. The City shall pay for Attorneys’ work prior to termination consistent with this Agreement.

5. No Discrimination. In the hiring of employees for the performance of work under this Agreement, Attorneys, or any person acting on behalf of Attorneys shall not, by reason of race, religion, color, sex, sexual orientation, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

6. Indemnification.

6.1 Attorneys hold harmless, indemnify and defend the City, its elected officials, officers, and employees from and against any and all claims, costs, judgments, losses, liability or suits including attorney's fees or awards for damage to property and/or for injuries, sickness or death of persons, including claims by Attorneys' own employees to which Attorneys might otherwise be immune under Title 51 RCW, arising out of or in connection with any willful misconduct or negligent act, error, or omission of the Attorneys, their officers, agents, sub-contractor or employees, in connection with the services required by this Agreement; *provided*, however, the Attorneys' obligations under this Agreement Section 6.1 shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the City, its elected officials, officers, or employees.

6.2 It is specifically and expressly understood that this Section 6 constitutes Attorneys' waiver of immunity under Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties.

6.3 The City's inspection or acceptance of any of the Attorneys' work, when completed, shall not be grounds to avoid any of obligations under this Section 6. This Section 6 shall survive the Agreement Term and shall continue to be in effect for any claims or causes of action arising hereunder.

7. Insurance.

7.1 Insurance Required. Attorneys shall procure and maintain for the Agreement Term insurance against claims for injuries to persons or damage to property, and for professional negligence which may arise from or in connection with the performance of the work hereunder by the Attorneys, their agents, representatives, employees or subcontractors. Attorneys shall obtain and maintain insurance of the following types.

7.2 *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Such insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

7.3 *Workers' Compensation*, coverage as required by the Industrial Insurance laws of the State of Washington.

7.4 *Professional Liability* (legal malpractice) insurance, including errors and omissions coverage. Such insurance shall be written with limits no less than \$3,000,000 per claim and \$3,000,000 policy aggregate limit. Any self-insured retention or deductible pertaining to the professional liability insurance shall not exceed \$50,000.

8. General.

8.1 Entire Agreement. The written provisions and terms of this Agreement, together with all Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

8.2 Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Attorneys.

8.3 Assignment. Any assignment of this Agreement by Attorneys without the written consent of the City shall be void.

8.4 Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

8.5 Independent Contractor. Attorneys are an independent contractor of the City. Nothing contained herein shall be deemed to create a relationship of employer and employee. Unless specifically restricted by this agreement, Attorneys may hold itself out to the general public for the provision of similar services.

8.6 Conflicts. Attorneys shall advise the City of any conflicts of interest that may arise from Attorneys representation of other clients.

8.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action under this Agreement shall be in the Pierce County Superior Court.

8.8 **Certain Representations and Warranties of The Parties**. Each Party represents and warrants to the other that the execution, delivery and performance of this Agreement have been, or will be prior to the Effective Date, duly approved by all required government or corporate action, and that the person or persons signing on behalf of such Party have full authority to do so.

9. Term; Effective Date. This Agreement shall take effect on January 1, 2021 (the “Effective Date”) and continue thereafter until terminated by either Party (the “Agreement Term”).

CITY OF BONNEY LAKE

HAGGARD & GANSON LLP

Neil Johnson, Jr., Mayor

Kathleen Haggard, Partner

Date: _____

Date: _____



Finance Committee

November 10, 2020

The meeting was called to order at 5:00 P.M.

Drafted Minutes

Roll Call:

Deputy Mayor Justin Evans (Chair)
Councilmember Tom Watson
Councilmember Terry Carter

Attendees:

City Administrator John Vodopich
Human Resources Manager, Jenna Richardson
Chief Finance Officer, Cherie Reiersen
Admin. Services Director/City Clerk Woody Edvalson
Police Chief, Brian Jeter
Management Analyst/Executive Assistant, Leslie Harris

Finance Committee

I. Reports/Presentations:

Personnel Update

Jenna Richardson, Human Resources Manager

Human Resources Manager Richardson commented they have a number of recruitments, including Maintenance Worker I in the Water Division. Public Works Superintendent Jack Niehuser started on November 9. One opening in the Police Department. Assistant Chief Alfano notified the City he is a finalist for the Buckley Chief of Police position. Senior Accountant Terrina Merchant accepted a position with another City. Chief Finance Officer Reiersen will be re-evaluating the position but has plans to move forward. Administrative Services had an extra hire who started today on a scanning project through the end of the year. Negotiations are continuing virtually; hoping to provide an update to City Council following the next few meetings.

Councilmember Evans asked if there will be agreements by the end of the year.

Human Resources Manager Richardson responded she will have a better idea at the next meeting.

Councilmember Evans asked if Assistant Chief Alfano was the only finalist.

Human Resources Manager Richardson replied he is the finalist, going through final hiring process.

II. Business/Action Items:

AB20-127 Resolution 2882: Authorize for an Interlocal Agreement for Emergency Management Services - Woody Edvalson, Administrative Services Director/City Clerk

Administrative Services Director/City Clerk Edvalson presented for the committee's consideration to join an interlocal agreement with seven other Cities regarding emergency management services. Help us work together to provide training, update plans, and learn to work together in the event of an emergency. Expense in 2021 appears to be approximately \$36,100.00, but Puyallup will work on an emergency management grant that could be worth \$11,000.00 to help offset costs. Proposing City Council to authorize Mayor to sign the agreement to move forward to build a more robust Emergency Management Program.

Councilmember Evans commented that he has no concerns with moving this forward to City Council.

Councilmember Watson agreed this is something that should be moved forward. Asked if this is similar to what we've been doing.

Administrative Services Director/City Clerk Edvalson replied this is something the City did a couple years ago but with different cities.

Councilmember Carter also agrees this is a good idea and thinks there is support.

Councilmember Evans asked if this was absorbable in the budget.

Chief Finance Officer Reiersen replied will need to add it to the budget, doesn't think we will need to use ending fund balance.

Moved to Discussion for November 17

AB20-128 Ordinance D20-128: Paid Time Off for the Assistant Police Chief Position - John P. Vodopich, City Administrator

City Administrator Vodopich has spoken with the Assistant Police Chiefs about trying to get some additional paid time off for the time they are called in afterhours. Would like to grant 20 hours a year in paid time off, can't be cashed out or rolled over.

Councilmember Evans is concerned for what it may trigger for other positions, still a liability for the cost to the City.

Police Chief Jeter responded they don't receive comp time or overtime since they are exempt; right now they regularly take phone calls after hours and on weekends, plus when they are required to come out. This is a way to acknowledge the work they do afterhours; good incentive for recruitment as well.

Councilmember Evans asked if this is not a part of an expectation of their duties.

Police Chief Jeter responded comparable cities have administrative leave time.

Councilmember Evans asked if this becomes a separate line item.

Chief Finance Officer Reiersen replied it would go into a PTO bank.

Councilmember Carter commented only concern is covering their time without it being overtime.

Councilmember Watson has concerns that other positions will expect paid time off as well.

Moved to Council Finance Committee Issues November 24

AB20-129 Resolution 2883: One-Time Funding to the Bonney Lake Food Bank in 2020 - John P. Vodopich, City Administrator

City Administrator Vodopich brought the issue forward as per City Council. The Food Bank is now requesting \$88,000.00. As drafted the City would contribute one-time funding of \$30,000.00.

Councilmember Watson would like to bring it forward as \$30,000.00.

Councilmember Evans commented that the City has also provided \$12,000.

City Administrator Vodopich will delete the last paragraph from the Resolution.

Moved to Council Finance Committee Issues November 24

AB20-130 Resolution 2884: Authorize a Professional Services Agreement with Tara Dunford, CPA for Continued Financial Services - Cherie Reiersen, Chief Financial Officer

Chief Financial Officer Reiersen stated that with the resignation of their Senior Accountant, we have covered some tasks with out of class pay. Will need special skilled assistance and proposes contracting with Ms. Dunford.

Moved to Consent Agenda November 24

Approval of the minutes from October 13, 2020 - Debbie McDonald, Administrative Specialist III

Minutes Approved With Minor Corrections

III. **Open Committee Discussion:** NONE

IV. **Closed Session:** NONE

V. **Adjournment:**

Deputy Mayor Evans adjourned the meeting at 5:29

Debbie McDonald, Administrative Assistant III