

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. Barbara Ford, Deputy Mayor
3. Michelle Gehring
4. Dave Harman
5. Nicola McDonald
6. Josh Penner
7. Scott Drennen



**Mayor Joachim
Pestinger**

ORTING CITY COUNCIL
Regular Business Meeting Agenda
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
October 11, 2017
7 pm.

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

3. PUBLIC COMMENTS- (*Items not on the agenda*)

Following comment or question. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. No person may rebut or argue with any person presenting public comments on items not on the Council meeting agenda.

4. CONSENT AGENDA

- Minutes of September 20, 2017
- Minutes of September 27, 2017
- Payroll and Claims Warrants

Motion: *Move to approve Consent Agenda as prepared.*

5. PRESENTATION

A. Recovery Café

6. HEARINGS

A. AB17-78- Amending Orting Municipal Code Section 9.5A.4 & 9.5A.9 Relating To Storm Water Management & Conforming To The National Pollution Discharge Elimination System Permit For Phase II Communities, By Ordinance No. 2017-1014.

- **JC Hungerford**

Motion: *To Adopt Ordinance No. 2017-1014, Amending Orting Municipal Code Section 9.5A.4 And 9.5A.9 Relating To Storm water Management And Conforming To The National Pollution Discharge Elimination System Permit For Phase II Communities.*

B. AB17-79-Revenue Sources

- *Scott Larson*

7. COMMITTEE AND COUNCIL STANDING REPORTS

- Public Works- *CM Penner/CM Harman*
- Finance- *CM Gehring/CM Penner*
- Emergency Evacuation Bridge System- *CM Drennen*
- Planning Commission
- Mayor's Report – *Mayor Pestinger*
- Miscellaneous Activity/Community Reports.

8. OLD BUSINESS

A. AB17-80- Orting WWTP Solids Handling Pre Design.

- *CM Penner/CM Harman*

Motion: *To approve the scope and budget for the WWTP Solids Handling Pre Design in the amount of \$93,279.*

B. DISCUSSION – Orville Road Backflow Devices.

- *CM Penner/CM Harman*

9. NEW BUSINESS

A. AB17-81-Parametrix Contract Extension.

- *CM Penner*

Motion: *To approve contract extension for Parametrix for the period of one (1) year.*

B. AB17-82-Grant Policy

- *CM Drennen/CM McDonald*

Motion: *To approve the grant policy.*

10. EXECUTIVE SESSION

11. ADJOURNMENT

Motion: *Move to Adjourn.*

Upcoming Meeting: **Next Regular Meeting, October 25, 2017, 7:00pm
(MPC)**

Councilmembers

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Orting City Council
Special Meeting Summary
Orting Multi-Purpose Center
202 Washington Ave. S,
Orting, WA
September 20, 2017
6:30pm

MAYOR JOACHIM PESTINGER CITY OF ORTING CITY COUNCIL

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL.

Mayor Pestinger called the meeting to order at 6:30pm., in the Multipurpose Center. Sam Hopfauf led the Pledge of Allegiance.

Councilmembers Present: Councilmembers, Tod Gunther, Dave Harman, Michelle Gehring, Josh Penner, Scott Drennen, Nicola McDonald, and Deputy Mayor Barbara Ford. **Staff Present:** Mark Bethune, City Administrator, Jane Montgomery, City Clerk.

2. ORGANIZATIONAL ASSESSMENT REPORT – MATRIX.

Mayor Pestinger reminded Council that this was a draft report. Administrator Bethune stated that Councilmembers may contact Matrix in the next 2 weeks after their review of the draft, and provide any feedback they wish. The final report will be presented to Council at a meeting in October.

Alan Pennington introduced himself and gave a slide presentation which was an overview of the study. The Project Overview covered the following:

Organizational assessment of the city's operational and organizational performance including:

Operational practices, Staffing Allocations, Planning Efforts, Policy Development and Council Operations.

Methodologies

Understanding the City of Orting, Best Practices and Assessment, Employee Survey, Comparative Assessment, Development of Final Report.

Project Task Plan

Develop understanding of City Operations, Obtain Employee input, Best management practices, Organizational, operational, and staffing analysis
Draft Report.

The Orting Approach

Doing more with less, Smaller budget, lower staffing than it's' peers,

Many areas of service not receiving the level of focus needed, Critical functions have no or limited back-up functions, Long-range planning is limited in some key areas. Meeting desired service demand will require staff and operational modifications.

Key Recommendations were provided to:

City Council-Less committees, Council work sessions, facilitated session should be conducted to enable Council to achieve consensus on how they will operate, Review of Council Rules, Clarifying roles – focus on policy rather than daily operations of the staff, establish priorities for administration, and consideration of alternative revenue streams (i.e. – Utility Tax) may be required to provide funding for improvements Council desires to implement.

Administration / Finance / City Clerk

Develop an annual report of City-wide accomplishments and progress in implementing Council goals and objectives, Remove planning functions provided by City Administrator and City Clerk, reallocate to a new planner position, Additional administrative support is necessary to support City operations, City Administrator and City Clerk.

Building

Service delivery at risk due to limited staffing and minimal back-up for key positions. Convert part-time Permit Technician to full-time position, organizational restructure into: Planning and Building Department with addition of the recommended urban planner position.

Parks & Recreation:

No staffing level changes, continue current approach to provision of recreation programs that are not provided by other service providers in the community. Develop plan to enhance the number and type of programs offered. Additional duties related to Facilities Management should be added to this position.

Police

Current management structure is generally appropriate – though clarification on role of Lieutenants is needed. Policy determination necessary regarding staffing levels. Existing approach limits coverage during some shifts to 1 officer. If a minimum 2 officer scheduled per shift is desired, an additional 4 officer positions would be required. Community Policing should be enhanced consistent with the available resources, greater focus should be placed on increasing neighborhood and resident interactions, rather than on specific approaches (i.e. – bike patrols). Technical Administration and Computer Support should be provided by civilian (in conjunction with recommendation to implement ½ time IT position).

Municipal Court

No staffing modification recommended.

Public Works

Create City Engineer position. Position costs would be entirely off-set from reductions in contracted services. Position could be established in the future as PW Director / City Engineer. Add one position to Wastewater Treatment Plant. Succession planning needed due to the number of potential upcoming retirements.

3. AB17-72- Deputy Mayor for 2018

Deputy Mayor Ford briefed that Council rules require a process to be followed to choose the next Deputy Mayor for 2018. Part of that process is soliciting two Councilmembers to join the Deputy Mayor on a nominating committee. They will then recommend a candidate for Deputy Mayor for 2018 and bring that forward for a vote to an October Council meeting. Debate followed about holding off until a future meeting in 2018 after the election cycle.

Councilmember Drennen made a motion to suspend council rules and wait until January 2018 to vote on a Deputy Mayor. Second by Councilmember Penner.

City Attorney read council rules and advised that a suspension of the Council rules would be necessary should they choose to wait until January.

A Roll call vote was taken.

CM Gunther- Yes, DM Ford-No, CM Gehring-No, CM Harman-No CM McDonald-No, CM Penner- Yes, CM Drennen- Yes. Motion failed (4-3)

Councilmember Harman and Gehring volunteered to be on the Committee to recommend a Deputy Mayor for appointment in 2018.

4. ADJOURNMENT

Councilmember Harman made a motion to Adjourn. Second by Deputy Mayor Ford. Motion passed (7-0).

Mayor Pestinger adjourned the meeting at 8:15pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joachim Pestinger, Mayor

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**Mayor Joachim
Pestinger**

ORTING CITY COUNCIL
Regular Business Meeting Minutes
Orting Multi-Purpose Center
202 Washington Ave. S,
Orting, WA
September 27, 2017
7p.m.

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.

Mayor Pestinger called the meeting to order at 7:00pm., in the Multipurpose Center. Councilmember Penner led the Pledge of Allegiance.

Councilmembers Present: Councilmembers, Tod Gunther, Michelle Gehring, Josh Penner, Scott Drennen, Dave Harman, and Deputy Mayor Barbara Ford.

Absent: Councilmember McDonald

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, JC Hungerford, Engineer, Charlotte Archer, City Attorney.

Deputy Mayor Ford made a motion to excuse Councilmember McDonald. Second by Councilmember Harman. Motion passed (6-0)

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

Mayor Pestinger added 2 items to the agenda:

- Purchase and Sales Agreement for the Public Safety Building.
- Use of City Sponsored activities after Committee Reports.

2. HEARING

A. Utility Rate Changes- Resolution No. 2017-12.

Mayor Pestinger opened the public hearing at 7:03pm.

Treasurer Larson asked to move the hearing to a future meeting in October.

Mayor Pestinger closed the hearing at 7:04 p.m.

3. PUBLIC COMMENTS

Barbara Bauml

Ms. Bauml spoke about the Lehar evacuation Route. She stated that 42 minutes will stand as pre warning for an evacuation.

Susan Rigley-Library

Ms. Rigley briefed on October events and programs at the library. The library will be closed October 6 until 2p.m., for a staff cleaning day, and on October 13th they will close at 2:30.

Doug Bishop

Mr. Bishop stated that we were nearing budget season and he hoped the City would support the Teen Center. He shared that the Haven is having a work party on Saturday October 30th and any volunteers are welcome. .

4. CONSENT AGENDA

- Minutes of September 13, 2017
- Payroll and Claims Warrants

Deputy Mayor Ford made a motion to approve Consent Agenda as prepared. Councilmember Penner second the motion. Motion carried (6-0)

5. COMMITTEE AND COUNCIL STANDING REPORTS

Technology

Councilmember Gehring stated that the following items were discussed at the last committee meeting on September 18th:

- Make the Website as user friendly as possible;
- Looking at website providers for ideas;
- Current Website provider will be asked for ideas on improvements to the current website;
- Asking Orting students from the high school to look at the current website and share their thoughts and ideas for improvements.

Public Safety

Councilmember Harman briefed on the September 21, 2017 meeting topics:

- SAR-Coming to Council soon.
- COPS Resolution(waiting for the Matrix Report)
- Fireworks-enforcing laws on the books.
- Emergency Preparedness-Floods evacuation.

Emergency Preparedness

Deputy Mayor Ford briefed on the topics from the last meeting:

- Joining committee with Public Safety to discuss emergency preparedness;
- Next meeting is on October 19 at 3:00 at the Public Safety Building;
- Emergency Preparedness Fair October 7, 10:00 a.m.-2:00p.m. many agencies coming to pass out materials;
- Red Hat Days on October 7th.

Transportation

Councilmember Gunther briefed about topics of discussion at the Transportation meeting:

- Village Green-sidewalk hazards, trip hazards;
- Three way stop on Eldredge;
- Blinking yellow crosswalks don't have any auditory feedback, so hard for hearing impaired;
- Light on Calistoga and Eldredge to increase safety;

Mayor's Report

Mayor Pestinger reported the following:

- He attended the Pierce County Regional Council Meeting--Mayors and large agencies meet and plan and give input to Puget Sound Regional Council who distribute funds to four (4) Counties.
- Mayor had a breakfast meeting with the Pierce County Executive. He said anything the County has the city can use.

Mayor Pestinger briefed on the copy of the purchase and sale agreement for the Public Safety Building. A resolution will come to Council for approval to surplus the building.

Mayor Pestinger asked for thoughts on whether or not political candidates may rent space at a city sponsored event. Discussion followed. The City Attorney advised that it is allowable but only if they follow the Public Disclosure Committee rules which require equal access to all vendors. Staff will call the sponsors of Pumpkin Fest and let them know that political speech and booths are allowed.

6. NEW BUSINESS

A. AB17-74- Sponsorship- Pumpkin Fest

Councilmember Drennen briefed on the Pumpkin Fest which has been taking place for 10 years. This is for a Tier 2 sponsorship request. Recommended by the Community and Government affairs committee for approval.

Councilmember Drennen motioned to approve resolution No. 2017-13, A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing City Sponsorship of Pumpkin Fest. Councilmember Penner seconded. Motion carried (6-0).

B. AB17-75- Request for Bids-Orting Library HVAC Replacement

Mark Bethune briefed. Questions ensued and it was decided for this to go back to Committee.

C. AB17-76- Appointment of Civil Service Commissioners.

Mayor Pestinger advised that two Civil Service positions are ending their terms at the end of 2017 and he would like to re appoint Lonny Meadows and Mike Dannat.

Deputy Mayor Ford made a motion to approve the Mayor's re- appointment of Lonny Meadows to the position of Civil Service Commissioner. Councilmember Harman seconded. Motion carried (6-0).

Deputy Mayor Ford made a motion to approve the Mayor's re-appointment of Mike Dannat to the position of Civil Service Commissioner. Councilmember Gehring seconded. Motion carried (6-0).

D. AB17-77- Vision Financial Server Replacement.

Councilmember Gehring stated that the Finance Committee was briefed on the server. This expense was budgeted and put out to bid. Councilmember Penner asked the treasurer to explore Visions IT platform.

Councilmember Gehring motioned to authorize the Mayor to purchase a replacement financial server from Vision IT in the amount of \$10,136.52. Councilmember Harman seconded. Motion carried (6-0).

7. EXECUTIVE SESSION

None

8. ADJOURNMENT

Deputy Mayor Ford made a motion to adjourn. Second by Councilmember Tod Gunther. Motion passed (6-0).

Mayor Pestinger adjourned the meeting at 8:00 pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joachim Pestinger, Mayor

CITY OF ORTING
VOUCHER/WARRANT REGISTER
FOR OCTOBER 11, 2017 COUNCIL

CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

CLAIMS WARRANTS #45228 THRU #45291
IN THE AMOUNT OF \$ 265,889.27

PAYROLL WARRANTS # 23041 THRU #23059
IN THE AMOUNT OF \$ 152,545.13

ARE APPROVED FOR PAYMENT ON OCTOBER 11, 2017

FINANCE COMMITTEE CHAIR _____

COUNCILPERSON _____

COUNCILPERSON _____

CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2017 - October 2017 - 1st Council
System Types: Financials

Fund Number	Description	Amount
001	Current Expense	\$72,159.19
101	City Streets	\$13,950.34
104	Cemetery	\$47.50
105	Parks Department	\$5,588.48
108	TBD	\$7,451.00
203	LOCAL Backhoe Purchase 2017	\$90,000.00
320	Transportation Impact	\$20,339.93
401	Water	\$15,831.69
408	Wastewater	\$27,374.00
410	Stormwater	\$11,137.14
412	Utility Land Acquisition	\$2,010.00
	Count: 11	\$265,889.27

Register

Fiscal: 2017

Deposit Period: 2017 - October 2017
 Check Period: 2017 - October 2017 - 1st Council
 Bank Accounts: Key Bank - 20000073
 Register Types: Warrant
 Show Outstanding: All
 System Types: Financials
 Outstanding Date: 10/6/2017 2:32:33 PM
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
Key Bank				
<u>45228</u>	Arrow Lumber	10/3/2017		\$360.68
<u>45229</u>	Bhc Consultants	10/3/2017		\$4,508.71
<u>45230</u>	Centurylink	10/3/2017		\$2,049.83
<u>45231</u>	Comcast	10/3/2017		\$482.48
<u>45232</u>	Crystal & Sierra Springs	10/3/2017		\$180.40
<u>45233</u>	Hach Company	10/3/2017		\$1,167.37
<u>45234</u>	Kenyon Disend PLLC	10/3/2017		\$15,141.13
<u>45235</u>	McLean, Gary N -Attorney At Law	10/3/2017		\$300.00
<u>45236</u>	Nisqually Indian Tribe	10/3/2017		\$1,230.00
<u>45237</u>	North Central Laboratorie	10/3/2017		\$592.53
<u>45238</u>	Orca Pacific, Inc	10/3/2017		\$405.12
<u>45239</u>	Puget Sound Energy	10/3/2017		\$1,112.59
<u>45240</u>	Sterling Codifers	10/3/2017		\$6,033.00
<u>45241</u>	Verizon Wireless	10/3/2017		\$2,445.84
<u>45242</u>	Water Management Lab Inc.	10/3/2017		\$163.00
<u>45243</u>	Airgas-USA LLC	10/11/2017		\$357.50
<u>45244</u>	Alarm Center, Inc	10/11/2017		\$73.26
<u>45245</u>	AM Test INC	10/11/2017		\$40.00
<u>45246</u>	Anytime Fitness	10/11/2017		\$200.00
<u>45247</u>	Arrow Lumber	10/11/2017		\$685.13
<u>45248</u>	Big J'S Outdoor Store	10/11/2017		\$404.22
<u>45249</u>	BLR	10/11/2017		\$1,735.86
<u>45250</u>	Brisco Inc.	10/11/2017		\$304.43
<u>45251</u>	Business Solutions Center	10/11/2017		\$125.66
<u>45252</u>	Capital One Commercial	10/11/2017		\$887.16
<u>45253</u>	Cassatt, Mike	10/11/2017		\$22.30
<u>45254</u>	CenturyLink/Qwest	10/11/2017		\$274.99
<u>45255</u>	Cintas Corporation #461	10/11/2017		\$457.69
<u>45256</u>	Cornerstone Electric, Inc	10/11/2017		\$1,191.37
<u>45257</u>	Curry & Williams, P.I.I.c	10/11/2017		\$1,916.66

Number	Name	Print Date	Clearing Date	Amount
45298	Daily Journal of Commerce	10/11/2017		\$66.70
45259	dB Audio Northwest	10/11/2017		\$4,855.11
45260	Dell Financial Services Payment	10/11/2017		\$1,235.41
	Processing Services			
45261	Drain-Pro INC	10/11/2017		\$1,091.09
45262	H D Fowler Company	10/11/2017		\$458.27
45263	Hot Off The Press	10/11/2017		\$623.57
45264	Isenhart, Larry	10/11/2017		\$155.52
45265	Konica Minolta Business Solutions	10/11/2017		\$176.33
45266	Lewis, Jennifer	10/11/2017		\$448.00
45267	logan Enterprises INC	10/11/2017		\$395.00
45268	Matrix Consulting Group	10/11/2017		\$3,340.00
45269	McLean, Gary N -Attorney At Law	10/11/2017		\$660.00
45270	Murphy-Brown, Mary	10/11/2017		\$525.00
45271	Office Depot	10/11/2017		\$64.87
45272	Orting Lacrosse	10/11/2017		\$400.00
45273	Orting Valley Senior Cent	10/11/2017		\$1,083.33
45274	P.c. Budget & Finance	10/11/2017		\$1,858.54
45275	Parametrix	10/11/2017		\$50,410.20
45276	Public Agency Training Council	10/11/2017		\$700.00
45277	Puget Sound Energy	10/11/2017		\$86.09
45278	Sierra Santa Fe Corp	10/11/2017		\$7,451.00
45279	Sonsray Machinery LLC	10/11/2017		\$118,282.20
45280	South Sound 911	10/11/2017		\$18,502.50
45281	The Walls Law Firm	10/11/2017		\$1,875.00
45282	UniFirst Corporation	10/11/2017		\$251.53
45283	United Laboratories	10/11/2017		\$1,664.62
45284	US Bank Equipment Finance	10/11/2017		\$327.83
45285	Vision Forms LLC	10/11/2017		\$1,783.23
45286	Washington Rock Quarries,	10/11/2017		\$480.00
45287	Water Management Lab Inc.	10/11/2017		\$218.00
45288	Wells Fargo Financial Leasing	10/11/2017		\$92.91
45289	Western Exterminator Company	10/11/2017		\$136.63
45290	Williams Oil Filter Service	10/11/2017		\$475.93
45291	Zumar Industries Inc	10/11/2017		\$865.95
	Total		Check	\$265,889.27
	Total		2000073	\$265,889.27
	Grand Total			\$265,889.27



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Airgas-USA LLC	45243	9067799258	408-535-50-48-04	Service Charge- Ventis With Pump Total	\$357.50 \$357.50
Alarm Center, Inc	45244	1088426	001-521-20-31-03	Alarm @ PSB Total	\$73.26 \$73.26
AM Test INC	45245	100995	408-535-50-48-02	Vetor Acctraction Reduction Total	\$40.00 \$40.00
Anytime Fitness	45246	Oct2017-206	001-521-20-21-01	Gym Membership- Oct 2017 Total	\$200.00 \$200.00
Arrow Lumber	45247	600186-Oct2017	001-575-50-48-00 101-542-30-31-00 101-542-30-35-00 101-542-64-49-00 104-536-20-31-00 105-576-80-31-00 105-576-80-31-00 105-576-80-31-00 105-576-80-35-00 105-576-80-48-00 105-576-80-48-00 105-576-80-48-00 105-576-80-48-01 401-534-10-31-00 401-534-10-31-00 401-534-10-31-00 401-534-10-31-00 401-534-50-48-02 401-534-50-48-02 401-534-50-48-06 408-535-50-48-02 408-535-50-48-02 408-535-50-48-02 408-535-50-48-02 001-514-23-31-02	Hillman Fasteners Caution Tape Tools for FA1069 Paint Roller Concrete Redimix Tie Wraps PCV Coupling- Cutting Tool Redimix-Swing Set Tools for FA1069 Hangers Screws-Hemfir Baseball Fields Hemfir-Hangers- Fasteners Gloves-BRT Duplex Nylon Tie Wrap Wasp Spray Wasp Killer Painters Tool- FA1067-1074 Light Bulb Orville Road Water Main-Hillman Fasteners Sillcock-Hex Bushing Filters & Washers Clear Tubing Grip Nozzle Hose for Jetter Hillman Fasteners- Safe City Sign	\$6.56 \$18.00 \$77.03 \$10.48 \$7.63 \$9.28 \$13.30 \$19.07 \$77.02 \$22.30 \$80.69 \$130.30 \$29.92 \$4.26 \$10.03 \$12.11 \$22.71 \$1.74 \$12.02 \$36.05 \$3.38 \$6.95 \$8.73 \$65.57 \$4.55
	45228	600186-Sept2017			

Vendor	Number	Invoice	Account Number	Notes	Amount
Arrow Lumber	45228	600186-Sept2017	001-521-50-48-04	Keys	\$17.61
			001-575-50-31-01	Anchor Pins for Slip & Slide	\$4.79
			001-575-50-31-01	Hose for Slip & Slide in Park	\$40.42
			101-542-30-31-00	Crayon	\$1.63
			101-542-30-31-00	Spark Lighter & Flint-Burn Weeds for Chip Seal	\$8.19
			101-542-30-35-00	Straps-FA1028-Propane	\$16.85
			101-542-30-35-00	Shovel Handle-FA1068	\$32.77
			101-542-30-48-02	Paint Roller for Whitehawk Speed Bumps	\$9.82
			101-542-30-48-02	Hillman Fasteners-Post Redimix for Trail Stop Sign	\$31.74
			105-576-80-31-00	Wasp Spray	\$10.03
			105-576-80-31-00	Stripe Invertor	\$14.62
			105-576-80-48-00	Wasp Spray	\$10.03
			105-576-80-48-00	Wasp Spray	\$12.11
			105-576-80-48-00	Mop Head & Handle	\$28.40
			401-534-10-31-00	Paint FA130	\$8.41
			401-534-50-35-00	Duct Tape	\$4.91
			408-535-10-31-00	Batteries-WWTP	\$17.48
			408-535-50-35-00	Screw Driver Set-FA1071	\$24.04
			408-535-60-48-04	Light Bulbs	\$25.13
			410-531-38-35-00	Hook for Beaver Pond	\$37.15
			Total	\$1,045.81	
Bhc Consultants	45229	0009128	001-558-60-41-02	Planning Consultant	\$4,508.71
				Total	\$4,508.71
Big J'S Outdoor Store	45248	Oct2017-211	401-534-10-31-05	Boots-Harter	\$83.61
			401-534-10-31-05	Rain Gear-Boots-Jeans Hard Hat Ewing	\$118.50
			408-535-10-31-05	Boots-Harter	\$83.61
			408-535-10-31-05	Rain Gear-Boots-Jeans Hard Hat Ewing	\$118.50
			Total	\$404.22	
BLR	45249	18189585	401-594-34-64-52	Renewal for BLR Safety Resources	\$578.62
			408-594-35-64-45	Renewal for BLR Safety Resources	\$578.62
			410-594-31-64-36	Renewal for BLR Safety Resources	\$578.62
			Total	\$1,735.86	
Brisco Inc.	45250	Oct2017-207	001-524-20-32-01	Fuel Buiding	\$304.43
				Total	\$304.43

Vendor	Number	Invoice	Account Number	Notes	Amount	
Business Solutions Center	45251	352-Oct2017	001-521-20-31-03	Business Cards-Boone	\$32.78	
			001-521-20-31-03	Business Cards-Hattaway-Burson-Turner & Taylor	\$92.88	
				Total	\$125.66	
Capital One Commercial	45252	7003-7311-0004-8356-Oct2017	001-512-50-31-00	Office Supplies	\$11.43	
			001-513-10-31-00	Office Supplies	\$11.43	
			001-514-23-31-02	Office Supplies	\$45.74	
			001-521-20-31-03	Office Supplies	\$366.99	
			001-521-50-48-04	Batteries	\$65.39	
			001-521-50-48-04	Computer Monitor	\$208.80	
			001-524-20-31-00	Office Supplies	\$22.87	
			001-524-20-31-00	Office Supplies	\$64.98	
			001-575-50-31-01	Office Supplies	\$11.43	
			401-534-10-31-00	Office Supplies	\$26.04	
			408-535-10-31-00	Office Supplies	\$26.03	
			410-531-38-31-00	Office Supplies	\$26.03	
				Total	\$887.16	
Cassatt, Mike	45253	17-355	001-521-21-49-00	Meal Purchase for Training	\$22.30	
				Total	\$22.30	
Centurylink	45230	300549818-Oct2017	001-514-23-42-00	City Phones	\$478.34	
			001-522-20-42-01	City Phones	\$139.91	
			001-524-20-42-00	City Phones	\$26.61	
			320-595-30-63-01	City Phones	\$58.90	
			401-534-10-42-01	City Phones	\$177.07	
			408-535-10-42-01	City Phones	\$379.98	
			300549906-Oct2017	401-534-10-42-01	Harman Springs	\$54.19
			300550216-Oct2017	408-535-10-42-01	Sewer Phones	\$182.60
			300550553-Oct2017	001-521-50-42-00	Pd Phones	\$382.62
			300550592-Oct2017	001-512-50-42-00	Court Phones	\$98.72
			409178327-Oct2017	001-521-50-42-01	PD Repeater	\$70.89
				Total	\$2,049.83	
			CenturyLink/Qwest	45254	464B-Oct2017	001-521-20-45-02
465B-Oct2017	001-521-20-45-02	Cell Connection				\$81.86
492B-Oct2017	001-521-20-45-02	Cell Connection				\$76.27
	Total	\$274.99				
Cintas Corporation #461	45255	461278527 Oct2017-209	408-535-60-48-04	Bathroom Cleaning	\$174.71	
			105-576-80-31-00	Uniform Items for Harter	\$70.74	
			401-534-10-31-04	Uniform Items for Harter	\$70.75	
			408-535-10-31-05	Uniform Items for Harter	\$70.74	
			410-531-38-31-00	Uniform Items for Harter	\$70.75	
	Total	\$457.69				
Comcast	45231	0221105-Oct2017	001-514-23-42-00	City Hall Internet	\$60.31	

Vendor	Number	Invoice	Account Number	Notes	Amount
Comcast	45231	0221105-Oct2017	001-524-20-31-00	City Hall Internet	\$60.31
			401-534-10-42-01	City Hall Internet	\$60.31
			408-535-10-42-01	City Hall Internet	\$60.31
		0221113-Oct2017	001-521-50-42-00	PSB Internet	\$120.62
			001-522-20-42-01	PSB Internet	\$120.62
			Total	\$482.48	
Cornerstone Electric, Inc	45256	Oct2017-204	105-576-80-48-03	Check Wiring for Lights & Outlets	\$437.20
		Oct2017-205	408-535-50-48-02	Supply & Install 5 HR Meters	\$754.17
		Total	\$1,191.37		
Crystal & Sierra Springs	45232	16789927 091617	001-514-23-31-02	Water City Hall	\$33.68
		5225720 091617	401-534-10-31-00	Water Public Works-WWTP	\$93.26
			408-535-10-31-00	Water Public Works-WWTP	\$53.46
		Total	\$180.40		
Curry & Williams, P.I.I.c	45257	Oct2017-203	001-512-50-10-02	Court Judge-Sept 2017	\$1,916.66
				Total	\$1,916.66
Daily Journal of Commerce	45258	3329486	001-511-60-41-01	Publications	\$66.70
				Total	\$66.70
dB Audio Northwest	45259	2017-50	001-512-50-31-00	New Recording Software and Hardware Court	\$4,855.11
				Total	\$4,855.11
Dell Financial Services Payment Processing Services	45260	79192107	001-594-12-41-01	PSB Server	\$25.00
			001-594-14-41-02	City Hall Server	\$50.00
			001-594-21-41-01	PSB Server	\$753.41
			001-594-24-41-01	City Hall Server	\$37.00
			001-594-76-41-01	City Hall Server	\$12.00
			101-594-42-41-01	City Hall Server	\$12.00
			105-594-76-41-01	City Hall Server	\$12.00
			401-594-34-42-02	City Hall Server	\$111.00
			408-594-35-64-44	City Hall Server	\$149.00
			410-594-31-41-41	City Hall Server	\$74.00
			Total	\$1,235.41	
			Drain-Pro INC	45261	35600
35601	408-535-60-48-04	Honey Bucket Service & Rental			\$60.38
35602	408-535-60-48-04	Honey Bucket Rental-Fisherman Parking			\$60.38
35779	408-535-60-48-04	Honey Bucket Rental-Ball Field			\$150.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Drain-Pro INC	45261	35780	408-535-60-48-04	Honey Bucket Rental-Fisherman Parking	\$94.50
		35781	408-535-60-48-04	Honey Bucket Rental-Ball Field	\$86.50
		35782	408-535-60-48-04	Honey Bucket Rental-Fisherman Parking	\$292.13
		35783	408-535-60-48-04	Honey Bucket Service Ball Field	\$97.82
		35784	408-535-60-48-04	Honey Bucket Rental-Fisherman Parking	\$94.50
		35785	408-535-60-48-04	Honey Bucket Rental-Fisherman Parking	\$94.50
		Total			
H D Fowler Company	45262	14637351	401-534-50-48-02	Steel Pipe	\$458.27
				Total	\$458.27
Hach Company	45233	10628839	408-535-10-31-00	Lab Supplies	\$1,167.37
				Total	\$1,167.37
Hot Off The Press	45263	10002	001-571-20-31-23	Tots Soccer Tees	\$380.92
		10009	001-571-20-31-32	Volleyball Tees	\$242.65
		Total			\$623.57
Isenhart, Larry	45264	17-361	001-521-40-49-00	Milage Reimbursement	\$155.52
				Total	\$155.52
Kenyon Disend PLLC	45234	185984-185985-185986- 185987	001-515-30-41-01	City Attorney Services	\$2,500.00
			001-515-30-41-02	City Attorney Services	\$426.73
			001-515-30-41-02	City Attorney Services	\$2,555.14
			001-515-30-41-04	City Attorney Services	\$960.50
			001-521-20-41-02	City Attorney Services	\$869.88
			001-521-50-41-02	City Attorney Services	\$1,788.99
			001-558-60-41-04	City Attorney Services	\$3,873.41
			401-534-10-41-04	City Attorney Services	\$82.06
			408-535-10-41-04	City Attorney Services	\$16.41
			410-531-39-41-04	City Attorney Services	\$2,068.01
Total				\$15,141.13	
Konica Minolta Business Solutions	45265	247781131	001-594-21-75-00	PD Copier Lease	\$176.33
				Total	\$176.33

Vendor	Number	Invoice	Account Number	Notes	Amount
Lewis, Jennifer	45266	Oct2017-201	001-571-20-31-34	Dog Training Classes-Sept 2017	\$448.00
				Total	\$448.00
logan Enterprises INC	45267	16670	001-514-21-41-01	Monthly Janitorial- Oct 2017	\$98.75
			001-524-20-49-02	Monthly Janitorial- Oct 2017	\$19.75
			001-575-50-41-01	Monthly Janitorial- Oct 2017	\$79.00
			401-534-10-31-00	Monthly Janitorial- Oct 2017	\$79.00
			408-535-10-31-00	Monthly Janitorial- Oct 2017	\$79.00
			410-531-38-31-00	Monthly Janitorial- Oct 2017	\$39.50
				Total	\$395.00
Matrix Consulting Group	45268	17-29 #5	001-514-30-49-02	Planning Consultant- Organizational Assessment	\$534.40
			001-521-10-40-01	Planning Consultant- Organizational Assessment	\$1,302.60
			001-524-10-41-02	Planning Consultant- Organizational Assessment	\$100.20
			101-542-30-41-14	Planning Consultant- Organizational Assessment	\$66.80
			105-576-80-41-10	Planning Consultant- Organizational Assessment	\$100.20
			401-534-10-41-35	Planning Consultant- Organizational Assessment	\$467.60
			408-535-10-41-37	Planning Consultant- Organizational Assessment	\$467.60
			410-531-38-41-06	Planning Consultant- Organizational Assessment	\$300.60
				Total	\$3,340.00
McLean, Gary N - Attorney At Law	45235	08072017	001-521-20-41-02	Civil Service Legal Fees	\$300.00
	45269	09262017	001-521-20-41-02	Civil Service Legal	\$660.00
				Total	\$960.00
Murphy-Brown, Mary	45270	Oct2017-200	001-571-20-31-21	Dance Class-Sept 2017	\$525.00
				Total	\$525.00
Nisqually Indian Tribe	45236	12809	001-523-60-41-00	Jail Services-July 2017	\$1,015.00
		12823	001-523-60-41-00	Jail Services-Aug 2017	\$215.00
				Total	\$1,230.00

Vendor	Number	Invoice	Account Number	Notes	Amount
North Central Laboratorie	45237	395521	408-535-10-31-00	Lab Supplies	\$191.68
		395699	408-535-10-31-00	Lab Supplies	\$168.28
		395768	408-535-10-31-00	Lab Supplies	\$232.57
		Total			\$592.53
Office Depot	45271	961874099001	001-521-20-31-03	Office Supplies	\$49.22
		961874100001	001-521-20-31-03	Office Supplies	\$15.65
		Total			\$64.87
Orca Pacific, Inc	45238	29650	401-534-10-31-01	Sodium Hypochlorite	\$405.12
				Total	\$405.12
Orting Lacrosse	45272	Oct2017-210	001-571-20-31-04	Movies in The Park-Summer Of 2017	\$400.00
				Total	\$400.00
Orting Valley Senior Cent	45273	Oct2017-202	001-571-20-31-06	Monthly Support-Oct 2017	\$1,083.33
				Total	\$1,083.33
P.c. Budget & Finance	45274	CI-238282 C-104188	001-554-30-50-01	Animal Control August 2017	\$1,858.54
				Total	\$1,858.54
Parametrix	45275	01-79416	408-594-35-63-03	Biosolids Removal-Project MGT	\$89.92
			408-594-35-63-03	Biosolids Removal-Bidding Services	\$843.00
		01-79417	101-595-30-41-02	SR162 TWLT-Project Management	\$264.52
			101-595-30-41-02	SR162 TWLT-Final Design	\$899.89
		01-79418	001-558-60-41-01	General Consulting	\$618.75
			001-558-60-41-01	General Development	\$1,726.25
		101-542-30-41-01	General Consulting-Streets	\$196.25	
		101-542-30-41-13	Transportation Plan Update Ph 2-Project Management	\$280.00	
		101-542-30-41-13	Transportation Plan Update-Project Management	\$680.00	
		101-542-30-41-13	Transportation Plan Update-Non Motorized Element	\$990.00	
		101-542-30-41-13	Transportation Plan Update Ph 2-Traffic Model Update	\$1,200.00	
		101-542-30-41-13	Transportation Plan Update Ph 2-Transportation Plan	\$1,590.00	
		101-595-10-40-01	Emergency Evac. Bridge System-Project Management	\$680.00	
		101-595-30-60-03	Emergency Evac. Bridge System-Utility Relocation	\$1,690.00	
		105-594-76-41-02	Calistoga Park-Project Management	\$255.00	

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	45275	01-79418	320-542-30-41-05	TWLTL CM-Project Management	\$555.00
			320-542-30-41-05	TWLTL CM-Survey	\$1,280.08
			320-542-30-41-05	TWLTL CM-Office Support	\$8,280.00
			320-542-30-41-05	TWLTL CM-Field Observation	\$10,165.95
			401-534-10-41-01	General Consulting-Water	\$1,643.75
			401-594-34-63-49	Orville RD Construction Services-Project	\$26.25
			401-594-34-63-49	Orville RD Construction Services-Office Support	\$275.00
			408-535-10-41-01	General Consulting-Sewer	\$1,246.21
			408-594-35-41-13	Eldredge Ave NW SS Rehab 1/1 Design-Bidding Assistance	\$2.50
			408-594-35-41-13	Eldredge Ave NW SS Rehab 1/1 Design-Project Mgmt	\$27.50
			408-594-35-41-14	Eldredge Ave NW SS Rehab 1/1 Design-Office Support	\$80.00
			408-594-35-41-14	Eldredge Ave NW SS Rehab 1/1 Design-Office Support	\$220.00
			408-594-35-41-16	Rainer Meadows-Project Management	\$502.50
			408-594-35-41-16	Rainer Meadows-Lift Station Rehab	\$7,387.50
			408-594-35-63-25	HC FM & LS Construction Services-Project Mgmt 60%	\$66.00
			408-594-35-63-26	HC FM & LS Construction Services-Project Mgmt 40%	\$44.00
			410-531-39-41-01	General Consulting-Storm	\$2,380.00
			412-594-38-41-02	Public Works Shop	\$2,010.00
		01-79419	001-524-20-41-02	Belfair Estates-Construction Services	\$85.60
			001-524-20-41-02	Majestic View Estates-Construction Services	\$94.70
			001-524-20-41-02	The Meadows-Construction Services	\$97.91
			001-524-20-41-02	Majestic View Estates-Construction Services	\$1,936.17
				Total	\$50,410.20

Vendor	Number	Invoice	Account Number	Notes	Amount
Public Agency Training Council	45276	221051	001-512-50-49-03	Court Security Seminar	\$700.00
				Total	\$700.00
Puget Sound Energy	45277	200019646914-Oct2017	101-542-63-47-03	Street Lights	\$62.48
	45239	200021064239-Oct2017	401-534-50-47-03	Well 1	\$1,095.19
		200021119249-Oct2017	401-534-50-47-02	Chlorinator	\$17.40
	45277	220000846174-Oct2017	101-542-63-47-03	Street Lights	\$23.61
				Total	\$1,198.68
Sierra Santa Fe Corp	45278	567	108-595-30-63-01	McMahon Lane-Beckett Lane Repair	\$7,451.00
				Total	\$7,451.00
Sonsray Machinery LLC	45279	E00274-08	101-594-42-64-33	2017 Case 580N EP Loader Backhoe	\$4,242.33
			105-594-76-63-51	2017 Case 580N EP Loader Backhoe	\$4,242.33
			203-594-31-60-01	2017 Case 580N EP Loader Backhoe	\$13,500.00
			203-594-34-60-01	2017 Case 580N EP Loader Backhoe	\$27,000.00
			203-594-35-60-01	2017 Case 580N EP Loader Backhoe	\$22,500.00
			203-594-44-60-01	2017 Case 580N EP Loader Backhoe	\$13,500.00
			203-594-76-60-01	2017 Case 580N EP Loader Backhoe	\$13,500.00
			401-594-34-63-54	2017 Case 580N EP Loader Backhoe	\$8,484.66
			408-594-35-64-75	2017 Case 580N EP Loader Backhoe	\$7,070.55
			410-594-31-64-45	2017 Case 580N EP Loader Backhoe	\$4,242.33
				Total	\$118,282.20
South Sound 911	45280	02582	001-521-50-51-00	4th QRT Police Dispatch	\$18,502.50
				Total	\$18,502.50
Sterling Codifers	45240	19301	001-514-23-41-10	Supplement #42 ORDS 981-1010	\$6,033.00
				Total	\$6,033.00
The Walls Law Firm	45281	713	001-515-30-41-03	Prosecuting Attorney-Sept 2017	\$1,875.00
				Total	\$1,875.00
UniFirst Corporation	45282	3301341460	408-535-10-31-03	Supplies-Protective Clothing	\$64.55
		3301343503	408-535-10-31-03	Supplies-Protective Clothing	\$49.69
		3301345551	408-535-10-31-03	Supplies-Protective Clothing	\$64.55
		3301347575	408-535-10-31-03	Supplies-Protective Clothing	\$72.74
				Total	\$251.53

Vendor	Number	Invoice	Account Number	Notes	Amount	
United Laboratories	45283	INV200816	408-535-10-31-00	Lab Supplies	\$1,383.21	
		INV201622	408-535-10-31-00	Lab Supplies	\$281.41	
				Total	\$1,664.62	
US Bank Equipment Finance	45284	340815372	001-594-14-75-00	City Hall Copier Lease	\$327.83	
				Total	\$327.83	
Verizon Wireless	45241	9792817067	001-514-23-42-00	Cell Phones	\$208.70	
			001-524-20-42-00	Cell Phones	\$58.70	
			001-575-50-42-01	Cell Phones	\$55.68	
			104-536-20-42-00	Cell Phones	\$39.87	
			401-534-10-42-01	Cell Phones	\$289.92	
			408-535-10-42-01	Cell Phones	\$289.93	
		9792817068	001-512-50-42-00	Cell Phones	\$61.12	
			001-521-20-45-01	Cell Phones	\$841.77	
			001-521-20-45-02	Cell Phones	\$600.15	
			Total	\$2,445.84		
Vision Forms LLC	45285	4412	401-534-10-31-00	Utility Bill Processing & Mailing	\$175.47	
			401-534-10-42-00	Utility Bill Processing & Mailing	\$418.95	
			408-535-10-31-00	Utility Bill Processing & Mailing	\$175.46	
			408-535-10-42-00	Utility Bill Processing & Mailing	\$418.94	
			410-531-38-31-00	Utility Bill Processing & Mailing	\$175.47	
			410-531-38-42-00	Utility Bill Processing & Mailing	\$418.94	
			Total	\$1,783.23		
Washington Rock Quarries,	45286	79825	410-531-38-48-00	Sand	\$480.00	
				Total	\$480.00	
Water Management Lab Inc.	45242	161421	401-534-10-41-03	Lab Testing	\$163.00	
		45287	161848	401-534-10-41-03	Lab Testing	\$218.00
		Total	\$381.00			
Wells Fargo Financial Leasing	45288	5004265091	105-576-80-31-00	Public Works Copier	\$13.94	
			401-534-10-31-00	Public Works Copier	\$46.46	
			408-535-10-31-00	Public Works Copier	\$18.58	
			410-531-38-31-00	Public Works Copier	\$13.93	
			Total	\$92.91		
Western Exterminator Company	45289	1504987	410-531-38-48-03	Storm Pond Monitoring for Mosquito-Sept 2017	\$136.63	
				Total	\$136.63	
Williams Oil Filter Service	45290	266977	408-535-50-48-04	Pressure Washer Hose	\$380.75	

Vendor	Number	Invoice	Account Number	Notes	Amount
Williams Oil Filter Service	45290	266977	410-531-38-48-01	Pressure Washer Hose	\$95.18
				Total	\$475.93
Zumar Industries Inc	45291	0190709	101-542-64-49-00	Street Signs-Noble-Yield-Pipe	\$865.95
				Total	\$865.95
				Grand Total	\$265,889.27



**City Of Orting
Council Agenda Summary Sheet**

AB17-78 SUBJECT: Amending Orting Municipal Code Section 9.5a.4 And 9.5a.9 Relating To Storm water Management And Conforming To The National Pollution Discharge Elimination System Permit For Phase II Communities, by Ordinance No. 2017-1014.	Agenda Item #:	AB17-78
	For Agenda of:	10/11/17
	Department:	Public Works
	Date Submitted:	8/24/17

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger		Cost of Item:	<u>\$0</u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u>\$0</u>
City Attorney, Charlotte Archer	X	Unexpended Balance:	<u>\$0</u>
City Clerk, Jane Montgomery		Timeline:	
City Treasurer, Scott Larson			
Police Chief, Bill Drake		BARS: N/A	
Public Works, Dean Kaelin	X	Fiscal Note:	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford	X		
BHC Consultants, Roger Wagoner	X		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: Ordinance No. 2017-1014

SUMMARY STATEMENT: Under the City of Orting’s Phase II Western Washington Municipal Storm water Permit, code revisions are required to incorporate and require low impact development (LID) principals and LID best management principles (BMPs).

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Utility Committee 8/7/17

RECOMMENDED ACTION: MOTION: To Adopt Ordinance No 2017-1014, Amending Orting Municipal Code Section 9.5A.4 & 9.5A.9 Relating To Storm Water Management And Conforming To The National Pollution Discharge Elimination System Permit For Phase II Communities.

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2017-1014**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, TO REQUIRE LOW IMPACT
DEVELOPMENT BY AMENDING ORTING MUNICIPAL
CODE SECTION 9.5A.4 AND 9.5A.9 RELATING TO
STORMWATER MANAGEMENT AND CONFORMING TO
THE NATIONAL POLLUTION DISCHARGE
ELIMINATION SYSTEM PERMIT FOR PHASE II
COMMUNITIES; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Orting is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, the Federal Clean Water Act (“FCWA”) requires protection of water quality through implementation of water quality protection measures; and

WHEREAS, the National Pollutant Discharge Elimination System (“NPDES”), administered by the Environmental Protection Agency (“EPA”), is one of the primary mechanisms for achieving the objections of the Federal Clean Water Act; and

WHEREAS, the EPA has delegated the responsibility to administer the NPDES permit program to the State of Washington’s Department of Ecology; and

WHEREAS, in January of 2007, the State Department of Ecology issued the first National Pollution Discharge Elimination System permit for Phase II communities in Western Washington which permit is intended to implement the Clean Water Act; and

WHEREAS, the State Department of Ecology determined that the City of Orting was to be included under the Stormwater Phase II NPDES permit coverage; and

WHEREAS, the State Department of Ecology modified the permit in 2009 and reissued an unmodified Phase II permit for Western Washington with an effective date of September 1, 2012; and

WHEREAS, the State Department of Ecology reissued a Phase II updated 2013-2018 permit effective on August 1, 2013; and

WHEREAS, the Phase II NPDES permit requires that each municipality meet certain requirements within a timeline set by the State Department of Ecology; and

WHEREAS, the City has certain regulations in place that comply with many of the requirements of the Phase II NPDES permit and such regulations are designed to reduce the discharge of pollutants, protect water quality, and meet the requirement of the Clean Water Act, certain amendments are necessary in order to ensure that the City is in compliance with provisions of the permit that must be implemented by the City and that are set out in the S5 Stormwater Management Program for Continuing City, Town and County Permittees; and

WHEREAS, the City has adopted provisions codified at Chapter 5A of Title 9 of the Orting Municipal Code (“OMC”) that provide for a stormwater management program within the City of Orting and the City desires to update the stormwater code; and

WHEREAS, the proposed amendments to Chapter 5A of Title 9 of the OMC are consistent in scope and subject matter with the storm water management programs of other jurisdictions and based on the expertise from a Parametrix Engineer; and

WHEREAS, the City Council desires to adopt the newly revised 2016 Stormwater Management Program to comply with the Phase II NPDES Stormwater Permit requirements; and

WHEREAS, this Ordinance is enacted as an exercise of the authority of the City of Orting to protect and preserve the public health and welfare; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. OMC Title 9, Chapter 5A, Section 4, Amended. OMC Section 9-5A-4, “Definitions,” is hereby amended to read as follows:

LID MANUAL: ~~The "Low Impact Development Technical Guidance Manual For Puget Sound" published by the (Puget Sound Partnership/Puget Sound Action Team.~~ The latest edition of the "Low Impact Development Technical Guidance Manual For Puget Sound" as published by the Puget Sound Partnership/Puget Sound Action Team, is hereby adopted by reference as though fully set forth herein as the low impact development manual for the city of Orting and is hereinafter referred to as the "LID manual".

Section 2. OMC Title 9, Chapter 5A, Section 9, Amended. OMC Section 9-5A-9 (C), and (D), “General Requirements,” is hereby amended to read as follows:

C. Low Impact Development (“LID”) Practices:

1. General: Application of LID practices to control flow rates or volumes or stormwater pollution are ~~encouraged~~ required where the LID techniques are feasible. LID practices may be granted as an

adjustment by the director; provided that, the applicant establishes that the proposed LID practices will meet or exceed the standards set forth in the clean water act, the current Phase II wWestern Washington NPDES pPermit applicable to the city of Orting, and this article, including the manual. The City will allow the LID manual to be used as a tool for determining whether proposed LID practices will meet flow/volume control and water quality requirements.

2. Constructed LID Practices: Constructed LID practices for stormwater management include, in order of preference:

- a. Dispersion in accordance with ~~Volume V~~ Chapter 5.3 of the manual;
- b. Amending construction site soils;
- c. Bioretention areas;
- d. Vegetated roofs;
- e. Permeable paving; and
- f. Roof rainwater collection systems provided that there are no violations of water rights.

3. Proposed LID Practices: Proposed LID practices shall be documented in the stormwater site plan. If LID practices are deemed not feasible by the City~~not proposed~~, stormwater best management practices (BMPs) in subsection D of this section shall be used.

4. Underground Infiltration: LID practices relying on underground infiltration for stormwater disposal shall not be permitted where such facilities would result in groundwater migration into adjacent buildings. The stormwater site plan shall include a basement survey of adjacent buildings that could be impacted and document the likelihood of impacts if infiltration is used as the proposed mitigation.

D. Stormwater Best Management Practices (“BMPs”):

1. General: Where LID practices are not feasible ~~proposed~~ or approved, BMPs shall be used to control stormwater pollution and/or flow rates and volumes. BMPs shall be used to comply with the standards in this article. BMPs are in the manual.

2. Experimental BMPs: In those instances where appropriate BMPs are not in the manual, experimental BMPs should be considered.

Experimental BMPs are encouraged as a means of solving problems in a manner not addressed by the manual in an effort to improve stormwater quality technology. Experimental BMPs must be approved in accordance with the approval process outlined in the manual.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Codification of Amendments. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the amendments, and publish the amended code.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 11th DAY OF OCTOBER, 2017.

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Kenyon Disend PLLC
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:



**City Of Orting
Council Agenda Summary Sheet**

AB17-79 SUBJECT: PUBLIC HEARING- 2018 Revenue Sources	Agenda Item #:	AB17-79
	For Agenda of:	10/11/17
	Department:	Finance
	Date Submitted:	10/ /17

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger	X	Cost of Item:	<u> \$0 </u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u> \$0 </u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u> \$0 </u>
City Clerk, Rachel Pitzel		Timeline:	
City Treasurer, Scott Larson	X	BARS:	
Police Chief, Bill Drake		Fiscal Note:	
Public Works, Dean Kaelin			
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: SUMMARY STATEMENT: <i>City Treasurer Larson will present Council with a presentation on the 2018 Revenue Sources.</i>
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION: Public Hearing only.



**City Of Orting
Council Agenda Summary Sheet**

AB17-80 SUBJECT: Wastewater Treatment Plant Condition Assessment	Agenda Item #:	AB17-80
	For Agenda of:	10/11/17
	Department:	Public Works
	Date Submitted:	10/5/2017

Orting Staff & Professional Representatives

Mayor, Joachim Pestinger		Cost of Item:	<u>\$93,279.00</u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u>\$650,000</u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u>\$556,721</u>
City Clerk, Jane Montgomery		Timeline: N/A	
City Treasurer, Scott Larson		BARS: 408-594-35-41-12	
Police Chief, Bill Drake		Fiscal Note:	
Public Works, Dean Kaelin	X		
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford	X		
BHC Consultants, Roger Wagoner			

Agenda Placement: Mayor Councilmember Committee Chair City Administrator

Attachments: Scope and Budget for Professional Services

SUMMARY STATEMENT: The Orting Wastewater Treatment Plant (WWTP) was originally built in 1999 and expanded in 2006. Many of the electrical and mechanical components of the plant are beginning to show their age and are nearing or exceeding their recommended design life. As the City prepares to upgrade the WWTP to eliminate the facultative lagoons and construct a solids dewatering process facility it is recommended that an overall condition assessment be performed on the WWTP to review the existing components systems within the plant. This will assist the City in budgeting for the upgrade project as well as ancillary improvements that can be added as future standalone projects to be placed on the City Wastewater CIP.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee 10/4/17

RECOMMENDED ACTION: MOTION: To approve the scope and budget for the WWTP Solids Handling Pre Design in the amount of \$93,279.

SCOPE OF WORK

City of Orting Wastewater Treatment Plant Condition Assessment

SCOPE SUMMARY

The Orting Wastewater Treatment Plant (WWTP) was originally built in 1999 and expanded in 2006. Many of the electrical and mechanical components of the plant are beginning to show their age and are nearing or exceeding their recommended design life. As the City prepares to upgrade the WWTP to eliminate the facultative lagoons and construct a solids dewatering process facility it is recommended that an overall condition assessment be performed on the WWTP. This will assist the City in budgeting for the upgrade project as well as ancillary improvements that will be made at that time.

Under this scope of work, Parametrix will review the site/civil, mechanical, structural, electrical, SCADA and telemetry, and process components of the plant. An electrical consumption assessment of the WWTP was completed in 2014 by Parametrix and this assessment will be used as a starting point for the electrical system. Site visits will be performed by Parametrix representatives specializing in each of the listed disciplines and a report generated making recommendations for maintenance, repair and or replacements of major plant components, focusing on the individual systems within the plant. Cost estimates will be made for each of these components or systems as well as a rating of the condition for future project prioritization and budgeting purposes.

TASK 1 – PROJECT MANAGEMENT

Objectives

The project management task will include the following:

- Tracking the project scope, schedule, and budget.
- Ongoing meetings with the project team to discuss the scope, schedule, and budget for this project.
- Weekly budget tracking is performed to update team members on remaining funds/effort.
- Quality Assurance and Quality Control will be provided by a senior engineer.

Deliverables

Monthly progress letters

Assumptions

This project will not exceed 4 months

TASK 2 – DATA COLLECTION AND FIELD ASSESSMENT PREPARATION

Objectives

Parametrix will collect data for each of the components critical to the treatment process within the WWTP that will be used to help evaluate the performance and condition. This task will develop the condition assessment work to help identify specific equipment and entire systems for more detailed review.

Approach

The data collection will be limited to the following disciplines:

- Civil/site conditions
- Mechanical systems
- Structural components
- Electrical/telemetry system
- Treatment Process

Specific activities include:

- Wonderware data mining
- Review and evaluate:
 - As-built drawings for WWTP
 - Operational data
 - Initial Data Assessment Form filled out by City M&O staff
- Develop a condition assessment work plan
 - Include assessment of equipment
 - Develop an Asset Inventory/Condition Form that includes:
 - Equipment/system description and information
 - For example, Sewage Pump:
 - Manufacturer, model, horsepower, rpm, voltage, original duty point: flow (gpm) and head (feet), age, repairs if known, regular issues if any (ragging, mechanical seal failure), etc.
 - Observed performance of equipment or system as applicable
 - For example, Sewage Pump:
 - Flow (gpm) from flow meter or drawdown test
 - Pressure (head) from pressure gauge
 - Excessive vibration or cavitation
 - Criticality/risk ratings
 - Criticality of equipment/system
 - Probability of risk/failure
 - Ability to detect risk/failure
 - Anticipated remaining useful life
- Workshop #1:
 - Review initial findings with M&O staff
 - Identify any additional areas of concern

- Modify condition assessment work plan per City input
- Prioritize initial focus areas within the plant
- Coordination for site visits

Deliverables

The deliverables for Task 2 include:

- Draft and final meeting notes from workshop (electronic Word file)
- Condition assessment work plan (electronic Word file)

Assumptions

The assumptions for this task include:

- City will coordinate with Parametrix for Wonderware data mining
- City M&O staff will complete Initial Data Assessment Forms
- City will provide input on condition assessment work plans
- City staff will provide maintenance all maintenance and service logs available for the last 5 years

TASK 3 – FIELD CONDITION ASSESSMENTS

Objectives

Parametrix, in collaboration with the City, will perform site visits to perform field condition assessments and document the WWTP condition by filling out the condition assessment work plans developed in Task 2.

Approach

The field condition assessments will be coordinated with the City so that the desired staff is present for each assessment. Parametrix will inspect the WWTP starting at the headworks and following the treatment process throughout the plant. Each discipline will likely conduct their assessment independently on separate days. Specific activities from the field assessments will include:

- Condition assessment work plan
 - Identify WWTP improvements
 - Fill out Asset Inventory/Condition Form
 - Identify equipment or systems that should be further investigated or tested
- Digital photos
- Mark-ups to as-built drawings as observed in the field
- Other field documentation as necessary to record field conditions

The condition assessment work plan will be finalized at the conclusion of Workshop #1. We anticipate that it will include the following for each discipline:

- Civil/site conditions
 - Vehicular and personnel access
 - Site safety issues
 - Site conditions including security, fencing, paving, grading/drainage, flood protection etc.
- Mechanical systems
 - Observe condition of mechanical equipment and piping

SCOPE OF WORK (continued)

- Measure airflow from blowers and check diffuser operation
- Check operation of valves
- Check operation of screens and de-gritting equipment
- Check operation of decanters
- Check operation of ultraviolet disinfection equipment/system
- Check operation of SBR treatment equipment/system
- Heating and ventilation equipment will be checked for age and operation only.
- Document any code related issues found
- Structural components
 - Observe condition of structural components as follows:
 - Heavworks influent channel and influent pump station
 - SBR and EQ basin walls
 - Lab building foundation, floors and walls
 - Mechanical room floor and walls
 - Visible pipe supports
 - Buildings
 - Canopies
 - Foundations/equipment pads
 - Document any code related issues
- Electrical/telemetry system
 - Observe condition of electrical/control panels and telemetry system
 - Observe condition of sensors and gauges
 - Observe condition of WWTP switch gear and generator
 - Observe condition of control cabinets
 - Observe condition of connections to major WWTP equipment
 - Observe condition of variable frequency drives
 - Observe condition and age of all computers and servers including software
 - Observe condition and age of all control equipment including PLCs
 - Observe operation of electrical and SCADA systems
 - Document any code related issues found
- Treatment Process
 - Research prior plant violations
 - Meet with plant operations staff to discuss treatment process and strategy
 - Discuss with operations staff how they have adjusted process seasonally and in reaction to violations

Deliverables

The deliverables for Task 3 include:

- Existing as-built drawings with red-line mark-ups based on field observations. (PDF and 3 hard copies)
- Asset Inventory/Condition Form for each discipline (electronic spreadsheet)

Assumptions

The assumptions for this task include:

- City will coordinate with Parametrix for field condition assessments

SCOPE OF WORK (continued)

- Parametrix will provide Confined Space Entry trained personnel and appropriate equipment for entering confined spaces including personal protection equipment, fall protection equipment, gas detection, blower, two persons minimum, and a confined space permit. City staff will assist with the City's Confined Space Entry Permit process, such as contacting City dispatch to report entry and exit times if required.
 - It is assumed that all of the Field Condition Assessments will occur in a one month timespan
 - It is assumed a standard tripod anchoring device can be utilized for fall protection and approved tie off points will be available at other locations
- City will assist in filling out the Asset Inventory/Condition Form during field assessment
- The field assessment for each discipline will happen independently.
- Time spent onsite is limited to two people for two days for each listed discipline
- Water levels will not be dropped in SBR cells, EQ basin or influent channel, limiting field observations on submerged components
- The laboratory building assessment will be limited to visible structural components, HVAC and computers only. Plumbing, laboratory equipment and electrical will not be included.
- Structural observations will be limited to exposed surfaces. Surfaces submerged, covered with equipment or attic space will not be included.
- Pipes located underground, submerged, or encased in concrete will not be included.
- Video inspection of pipes is not included
- The facultative lagoons and all associated equipment will not be included due to planned upgrades and removal.
- Parametrix does not assume responsibility for noted safety issues/violations. Recommendations for repair or improvement will be made to the City as they are observed.
- Electrical assessment will be visual only. No testing will be conducted.

TASK 4 – CONDITION ASSESSMENT CONCLUSIONS

Objectives

Based on the information collected in Task 2 and 3, Parametrix will organize the findings and conclusions, which will be presented in a final report.

Approach

The information collected as a part of this work will be evaluated in detail to develop the following items:

- Summary of data collected:
 - Asset Inventory/Condition Form
 - As-built drawings with mark-ups
 - Photos and screen shots (SCADA HMI) of equipment as necessary
 - Other field documentation used
- A preliminary set of recommended improvements, maintenance recommendations and identification of equipment or systems that should be investigated further
- Approximate improvement costs
- Approximate life cycle costs
- Timeframe for improvements based on prioritizing of improvements from criticality/risk analysis
- Workshop #2 (With City Utility Committee):

SCOPE OF WORK (continued)

- Coordinate with City to align improvement criticality and timeframe for improvements with City's funding availability and CIP
- Prioritize projects and align with future upgrade projects
- Options for advancing the City's preventative maintenance program
- Recommendations for future condition assessments
- Draft and final technical report
 - The technical report will include all of the items in the Approach section of this task
- Workshop #3:
 - Review draft report with City staff

Deliverables

The deliverables for this task include:

- Agenda and minutes for Workshop 2 and 3
- Draft report (electronic Word file and 3 hard copies)
- Final report (electronic Word file and 3 hard copies)

Assumptions

Following are the assumptions for this task:

- City will review and provide comments on the draft report within two weeks following submittal of the document to the City
- City and Parametrix will meet to discuss comments on the draft report within three weeks following submittal of the document to the City
- The format of the deliverable will be a report format with summary text and tables followed by data in spreadsheet format
- The spreadsheets will be made available to the City for continuous updating after completion of the project.
- This assessment will not attempt to determine future buildout flows. It will rely on the City's most recent Comprehensive Plan for flow information.
- No specifications or drawings are being provided as a part of this assessment except for mark-ups to existing as-built drawings performed during the field assessments



**City Of Orting
Council Agenda Summary Sheet**

AB17-81 SUBJECT: Parametrix On-call Contract Extension	Agenda Item #:	AB17-81
	For Agenda of:	10/11/17
	Department:	Public Works
	Date Submitted:	10/05/17

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger		Cost of Item:	<u> \$0 </u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u> \$0 </u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u> \$0 </u>
City Clerk, Jane Montgomery		Timeline: <i>Extension through 2018</i>	
City Treasurer, Scott Larson		BARS: N/A	
Police Chief, Bill Drake		Fiscal Note: T	
Public Works, Dean Kaelin	X		
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford	X		
BHC Consultants, Roger Wagoner			
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: Scope and Budget for Professional Services
SUMMARY STATEMENT: The current on-call contract with Parametrix that provides professional engineering and planning services expires on December 31, 2017. This request is to extend the current contract for one additional year.
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Utility Committee 9/6/17 and 10/4
RECOMMENDED ACTION:
MOTION: To approve the on-call contract amendment for one year.

**Amendment No. 01
TO PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

City of Orting
110 Train Street SE
Orting, WA 98360-0849

and

Parametrix, Inc.
1019 39th Ave SE
Puyallup, WA 98374

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

Date: September 16, 2017

Project No.: 216-1711-020

Project Name: On-Call Services

Time of Completion:

Original Contract: 12/31/17

Prior Amendments: N/A

This Amendment: 12/31/18

Description of Amendment:

This amendment is for time only.

Reason for Amendment:

The current on-call contract expires December 31, 2017. In order to continue to provide on-call services to the City of Orting a contract extension is needed.

Approved By:

CITY OF ORTING

Accepted For:

PARAMETRIX, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Execution Date is the date of the latest signature by both Parties.

**PROFESSIONAL SERVICES AGREEMENT
Summary of Terms**

A. CLIENT NAME:	City of Orting
Address:	110 Train Street SE, Orting, WA 98360-0849
B. PROJECT NAME:	
C. PARAMETRIX:	
Office Address:	1019 39th Avenue SE, Suite 100, Puyallup, WA 98374
Project Number:	
D. EXECUTION DATE: (date of latest signature by parties)	
E. TERM: (time for completion; see Exhibit B for work schedule)	3 Years

F. COMPENSATION (check one):	<small>[See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]</small>		
<input type="checkbox"/> Lump Sum	Lump Sum Amount:	\$	_____
<input checked="" type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount:	\$	_____
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount:	\$	_____
<input type="checkbox"/> Other: _____	Total Compensation Amount:	\$	_____

G. NOTICES:	
If to Client:	If to Parametrix:
Address: <u>110 Train Street SE</u>	Address: <u>1019 39th Ave SE, Ste. 100</u>
<u>Orting, WA 98360-0849</u>	<u>Puyallup, WA 98374</u>
Attention: _____ <small>(name of designated client representative)</small>	Attention: _____ <small>(name of Parametrix signator)</small>
Phone: _____	Phone: <u>253-604-6600</u>
Fax: _____	Fax: <u>1-855-542-6353</u>
E-mail: _____	E-mail: _____

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this "Agreement") is entered into by and between Parametrix, Inc. ("Parametrix" or "Consultant") and City of Orting ("Client" or "City") as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "Party" and collectively as the "Parties.") The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed.

1.1 Services by Parametrix.

- (a) Parametrix has been hired to provide professional engineering services as requested by the City. The services to be performed are generally described in the scope of work attached to this Agreement as Exhibit "A" (the "Scope of Work").
- (b) The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.
- (c) Parametrix represents that it, its staff to be assigned to the work, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities.

1.2. Schedule of Task.

- (a) On-Call Services. The City Contract Administrator will issue a verbal or written request to Parametrix to proceed with non-project on-call engineering services (the "On-call Services").
- (b) Project Specific Services. Project specific engineering services for which the City Council has approved a budget and scope of services may only be commenced pursuant to a project engineering services task request in the form attached hereto as Exhibit "B" (the "Task Scope of Work"). Parametrix shall perform the services described in the Task Scope of Work in accordance with the schedule and scope of work set forth therein.
- (c) Prosecution of Work. Parametrix shall meet all schedule requirements as to the work provided in each Task Scope of Work. Parametrix will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Task Scope of Work in a timely manner. If factors beyond Parametrix' s control that could not have been reasonably foreseen as of the date of this on-call task request cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. Parametrix shall provide the City with notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after

Parametrix becomes aware of the delay or potential delay.

- (d) Parametrix is authorized to proceed with services upon issuance of each Task **Scope of Work issued** by the City, unless otherwise specified in the Task **Scope of Work**.

1.3 Contract Administration.

The City Administrator, or his or her designee, shall be responsible for the administration of this Agreement on behalf of the City and shall be the designated City Contract Administrator. The City Contract Administrator, and his or her designee, is authorized to exercise the authority given pursuant to Section 1.2(a) of this Agreement. Parametrix shall designate a person(s) responsible for administration of this Agreement on behalf of Parametrix.

1.3 Deliverables.

Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the On-call Services or Task Scope of Work and that attempts to reuse the Work Deliverables outside the context of the On-call Services or Task Scope of Work may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

2. Compensation.

2.1 Parametrix' s compensation for On-call and Task Scope of Work services under this Agreement, shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client's Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including Indirect costs as identified under paragraph 2.2.

- (c) **Salary Multiplier.** Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- 2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.
- 2.3. **Maximum Compensation; Council Authorization.**
The total **ANNUAL** maximum compensation for On-call Services provided under this agreement shall not exceed \$200,000 (computed based upon year of payment) without the authorization of the City Council. The maximum compensation for the services provided pursuant to a Task Scope of Work shall not exceed the amount set forth therein without the authorization of the City Council.
3. **Payment to Parametrix**
- 3.1 Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.
- 3.2 Consultant shall maintain time and expense records and provide them to the Client monthly, along with monthly invoices, in a format acceptable to the Client for work performed to the date of the invoice.
- 3.3 All invoices shall be paid by Client within sixty (60) days of actual receipt by the Client of an invoice conforming in all respects to the terms of this Agreement.
- 3.4 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by Client representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the Client on request.
- 3.5 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The Client

may withhold payment for such work until the work meets the requirements of the Agreement.

4. **Standard of Care**

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. **Term and Termination**

5.1 **Term.** The term of the Agreement shall be as set forth in the Summary of Terms; provided that the obligations of Parametrix and the City under a pending Task Scope of Work issued prior to the expiration date shall survive the expiration of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.

5.2 **Termination For Cause.** This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.

5.3 **For Convenience.** Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days' written notice to the non-terminating Party provided that the obligations of Parametrix and the City under a pending Task Scope of Work issued prior to the termination date shall survive the termination of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City.

5.4 **Payment Upon Termination.** On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus costs related to the billing of work up to the date of termination.

6. **Cost Opinions**

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. **(Intentionally Omitted)**

8. Indemnification

8.1 By Parametrix. Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.

8.2 By Client. Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances

9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances do not exist at or near the Project site.

9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances on or from the Project site, except to the extent such claims, damages, losses, and expenses, arise out of the negligent acts of Parametrix.

10. Insurance

10.1 Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement.

10.2 Parametrix will maintain throughout the term of this Agreement the following insurance and will submit certificates verifying such to the Client promptly after execution of this Agreement and upon request thereafter:

- (a) Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired

vehicles, with \$1,000,000 combined single limits.

(c) Comprehensive general liability insurance covering claims for injuries arising out of any negligent act or omission of the Sub or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.

(d) Professional liability insurance of \$2,000,000.

10.3 The Client shall be named as an additional insured on the policies listed in subsections (b) and (c) above. Parametrix shall ensure that current Certificates of Insurance are on file with the Client. The Client may withhold payment to Parametrix at any time that Insurance Certificates have not been provided indicating that insurance coverage is current.

10.4 All insurance certificates shall provide that the insurance carrier will give the Client at least thirty (30) days' notice of any cancellation of the policies.

11. Confidentiality

11.1 Definition of Confidential Information. "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Disclosing Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.

11.2 Exclusion. Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; (c) was independently developed by Receiving Party without reference to or use of Confidential Information or (d) required by statute, regulation, court or regulatory order, to be disclosed.

11.3 Receiving Party Obligations. Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

12.1 Work Deliverables. "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

12.2 Project Documents. All Project Documents shall be the sole property of Parametrix. "Project Documents" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

14.1 Work Deliverables. Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion. City of Orting will be notified prior to destruction.

14.2 Project Documents. All Project Documents may be retained or destroyed by Parametrix in its sole discretion. City of Orting will be notified prior to destruction.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. (Intentionally Omitted)

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

18.1 All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (a) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (b) In the event that the negotiations provided by Section 18.1(a) fail to resolve the dispute, the Parties may endeavor to resolve the dispute by voluntary non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA") using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18.1(b) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (c) In the event that the mediation provided by Section 18.1(b) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.
- (d) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

- 19.1 **Governing Law; Venue; Attorneys' Fees.** This Agreement will be governed by the laws of the state of Washington, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Pierce County, Washington, and each of the parties hereby irrevocably consents to such jurisdiction.
- 19.2 **Notices.** Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.
- 19.3 **Assignment.** Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party's prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.
- 19.4 **Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.
- 19.5 **Survival.** All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.
- 19.6 **Non-Waiver.** No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a "Waiver," and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 **Severability.** If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 **Headings.** The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.
- 19.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all

of which together shall be deemed to be one and the same instrument.

- 19.10 **Entire Agreement.** This Agreement, including the Summary of Terms and the exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Discrimination and Compliance with Laws

- 20.1 Parametrix agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- 20.2 Parametrix and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- 20.3 Any violation of this Section shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Client, in whole or in part, and may result in Parametrix's ineligibility to conduct further work for the Client.

21. Conflict of Interest; Non-Collusion

- 21.1 No officer, employee, or agent of the Client, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. Parametrix shall comply with all federal, state, and Client conflict of interest laws, statutes, and regulations. Parametrix represents that Parametrix presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of Parametrix's services and obligations hereunder. Parametrix further covenants that, in performance of this Contract, no person having any such interest shall be employed by Parametrix. Parametrix's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.
- 21.2 Parametrix warrants and represents that Parametrix has not, nor has any other member, employee, representative, agent, or officer of Parametrix, entered into or offered to enter into any combination, collusion, or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

22. Exhibits and Schedules

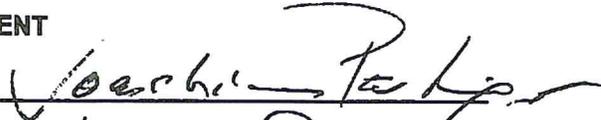
The following exhibits and schedules are hereby made a part of this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Task Scope of Work
- Exhibit C – Schedule of Compensation

Signature Page – Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CLIENT

By: 

Name: JOACHIM PESTINGER

(Please Print)

Title: MAYOR

Date: 10/10/14

PARAMETRIX, INC.

By: 

Name: Michael O'Hara

(Please Print)

Title: Reg. Dir. Manager

Date: 9/26/14

Exhibit A – Scope of Work

Scope of Work includes on-call professional engineering and planning services on an as needed basis for project task work and non-project work as more specifically described below. The services are to be defined in an individual Council-approved Scope of Work and Budget for each project task or as defined by City Staff for non-project task work either verbally or via email or other written communication.

Transportation Planning and Traffic Engineering

- Corridor studies
- Comprehensive plans
- Transportation modeling
- Roundabout modeling and site analysis
- Traffic impact analysis
- Traffic impact fee analysis
- Traffic calming analysis

Design Engineering

- Preparation of Contract Documents (Plans and Specifications for bidding) for:
 - Freeways, highways, and interchanges
 - Arterials and local streets
 - Intersections including roundabouts and/or signalized controls
 - Storm sewer and stormwater mitigation
 - Multi-modal transit centers
 - Traffic calming
 - Non-motorized facilities such as paths, bike lanes, sidewalks, and joint-use facilities
 - Low-impact development best management practices
- Utility Coordination, Design, and Relocation:
 - Facilities such as pump stations, treatment plants, disinfection stations, and storage reservoirs
 - Low-impact development best management practices
- Utility Design, Coordination and Relocation

Survey

- Mapping
 - Topographic Mapping and Basemap Preparation
 - Construction Staking
- Right of Way
 - Determination and mapping of R.O.W., easements, tracts, etc.
 - Legal descriptions and exhibits
 - Preparation of R.O.W. plans
 - R.O.W. acquisition assistance

Stormwater Runoff Mitigation Design

- Stormwater comprehensive planning and hydraulic modeling
- Hydrologic modeling using single event and continuous runoff models (SBUH, WWHM, MGS Flood, etc.)
- Stormwater mitigation determination, BMP selection and design
- Drainage report preparation
- Stormwater Pollution Prevention Plan preparation
- Low Impact Development BMP selection and design

Structural Engineering

- Federal, state, and local bridge design
- Retaining walls and engineered embankment design
- Type, size, and location reports for retaining walls and bridges
- Structural inspections
- Load rating

Environmental Services

- Environmental planning, permitting, and documentation (NEPA and SEPA)
- Environmental classification (federal funding requirement per LAG Manual, etc.)
- Environmental impact statements and assessments
- Wetland delineation and mitigation
- Stream delineation, classification and mitigation
- Wildlife biology
- Hazardous material investigation and remediation

Transit Planning and Design

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Intermodal facility planning
- Light rail transit design
- Bus rapid transit design

Cost Estimating

- Planning level estimating
- Project level estimating

Funding Assistance

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Highway, collector, and local roadway funding
- Grant writing assistance

Construction Services

- Construction Ad and Award Assistance
- Construction engineering support
- Construction administration and observation
- Construction documentation (e.g., LAG Manual compliance or equivalent to comply with Federal Acquisition Regulations and Audit requirements)

Exhibit B – Task Scope of Work

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to define the task scope of work.

Exhibit C – Schedule of Compensation

See attached Puget Sound Billing Rates.

Puget Sound Billing Rates - October 1, 2013 through September 30, 2014

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$80	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$90	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$105
CADD Supervisor/Technical Lead	12	\$125	Planner III	12	\$120
CADD Services Manager	14	\$135	Planner III	13	\$125
			Planner IV	14	\$140
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$190
Designer III	13	\$140			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$160	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$180	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$125
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$160
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$170			
Sr. Engineer	17	\$180	Hydrogeologist I	10	\$100
Sr. Consultant	18	\$190	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$190	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$85	Sr. Hydrogeologist	16	\$175
Surveyor II	10	\$90	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$110			
Sr. Surveyor	12	\$125	GIS Technician	9	\$90
Sr. Surveyor	13/14	\$150	GIS Analyst	10	\$95
Survey Supervisor	15	\$160	Sr. GIS Analyst	11	\$100
Sr. Surveyor for Operations	17	\$175			
Survey Prevailing Wage*			Graphic Designer	11	\$90
			Sr. Graphic Designer	12	\$110
Construction Technician I	8/9	\$90			
Construction Technician II	10	\$105	Technical Aide	7	\$70
Construction Technician III	11	\$120	Sr. Technical Aide	8	\$80
Construction Technician IV	12	\$130	Project Coordinator	9	\$95
Sr. Construction Technician	13	\$140	Sr. Project Coordinator	10	\$100
Construction Manager I	11	\$110	Project Controls Specialist	11	\$110
Construction Manager II	12	\$130	Sr. Project Controls Specialist	12	\$120
Construction Manager III	13	\$140			
Construction Manager IV	14	\$145	Project Accountant	9	\$95
Sr. Construction Manager	15	\$155	Sr. Project Accountant	10	\$105
Sr. Construction Manager	16	\$165	Sr. Accounting Specialist	10	\$100
Sr. Construction Manager	17/18	\$190	Sr. Contract Administrator	11	\$125
Division Manager	16/17	\$195	Office Clerk	4	\$55
Division Manager	18/19	\$195	Receptionist	6	\$65
Operations Manager	17/18	\$195	Admin Assistant	6	\$65
Program Manager	19	\$195	Admin Assistant	7	\$70
Program Manager	20	\$195	Sr Admin Assistant	8	\$80
Principal Consultant	19	\$195	Sr Admin Assistant	9	\$90
Principal Consultant	20	\$195	Office Administrator	10/11	\$100
Principal	19/20	\$195	Sr. Office Administrator	12/13	\$125
			Office Administrative Manager	14/15	\$145
Publications Specialist I	9	\$85			
Publications Specialist II	10	\$95	Expert Witness		\$350
Sr. Publications Specialist	11	\$105			
Technical Editor	10	\$110			
Publications Supervisor	12	\$115			

Direct project expenses and reproduction costs are billed at cost plus 10%

Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this "Agreement") is entered into by and between Parametrix, Inc. ("Parametrix" or "Consultant") and City of Orting ("Client" or "City") as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "Party" and collectively as the "Parties.") The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed.

Parametrix becomes aware of the delay or potential delay.

1.1 Services by Parametrix.

- (a) Parametrix has been hired to provide professional engineering services as requested by the City. The services to be performed are generally described in the scope of work attached to this Agreement as Exhibit "A" (the "Scope of Work").
- (b) The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.
- (c) Parametrix represents that it, its staff to be assigned to the work, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities.

- (d) Parametrix is authorized to proceed with services upon issuance of each Task Scope of Work issued by the City, unless otherwise specified in the Task Scope of Work.

1.3 Contract Administration.

The City Administrator, or his or her designee, shall be responsible for the administration of this Agreement on behalf of the City and shall be the designated City Contract Administrator. The City Contract Administrator, and his or her designee, is authorized to exercise the authority given pursuant to Section 1.2(a) of this Agreement. Parametrix shall designate a person(s) responsible for administration of this Agreement on behalf of Parametrix.

1.3 Deliverables.

Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the On-call Services or Task Scope of Work and that attempts to reuse the Work Deliverables outside the context of the On-call Services or Task Scope of Work may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

1.2. Schedule of Task.

- (a) On-Call Services. The City Contract Administrator will issue a verbal or written request to Parametrix to proceed with non-project on-call engineering services (the "On-call Services").
- (b) Project Specific Services. Project specific engineering services for which the City Council has approved a budget and scope of services may only be commenced pursuant to a project engineering services task request in the form attached hereto as Exhibit "B" (the "Task Scope of Work"). Parametrix shall perform the services described in the Task Scope of Work in accordance with the schedule and scope of work set forth therein.
- (c) Prosecution of Work. Parametrix shall meet all schedule requirements as to the work provided in each Task Scope of Work. Parametrix will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Task Scope of Work in a timely manner. If factors beyond Parametrix' s control that could not have been reasonably foreseen as of the date of this on-call task request cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. Parametrix shall provide the City with notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after

2. Compensation.

2.1 Parametrix' s compensation for On-call and Task Scope of Work services under this Agreement, shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client's Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

- (c) **Salary Multiplier.** Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- 2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.
- 2.3. **Maximum Compensation; Council Authorization.**
The total ANNUAL maximum compensation for On-call Services provided under this agreement shall not exceed \$200,000 (computed based upon year of payment) without the authorization of the City Council. The maximum compensation for the services provided pursuant to a Task Scope of Work shall not exceed the amount set forth therein without the authorization of the City Council.
3. **Payment to Parametrix**
- 3.1 Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.
- 3.2 Consultant shall maintain time and expense records and provide them to the Client monthly, along with monthly invoices, in a format acceptable to the Client for work performed to the date of the invoice.
- 3.3 All invoices shall be paid by Client within sixty (60) days of actual receipt by the Client of an invoice conforming in all respects to the terms of this Agreement.
- 3.4 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by Client representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the Client on request.
- 3.5 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The Client

may withhold payment for such work until the work meets the requirements of the Agreement.

4. **Standard of Care**

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. **Term and Termination**

5.1 **Term.** The term of the Agreement shall be as set forth in the Summary of Terms; provided that the obligations of Parametrix and the City under a pending Task Scope of Work issued prior to the expiration date shall survive the expiration of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.

5.2 **Termination For Cause.** This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.

5.3 **For Convenience.** Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days' written notice to the non-terminating Party provided that the obligations of Parametrix and the City under a pending Task Scope of Work issued prior to the termination date shall survive the termination of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City.

5.4 **Payment Upon Termination.** On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus costs related to the billing of work up to the date of termination.

6. **Cost Opinions**

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. **(Intentionally Omitted)**

- 8. Indemnification**
- 8.1 **By Parametrix.** Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.
- 8.2 **By Client.** Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.
- 9. Hazardous Substances**
- 9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances do not exist at or near the Project site.
- 9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances on or from the Project site, except to the extent such claims, damages, losses, and expenses, arise out of the negligent acts of Parametrix.
- 10. Insurance**
- 10.1 Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement.
- 10.2 Parametrix will maintain throughout the term of this Agreement the following insurance and will submit certificates verifying such to the Client promptly after execution of this Agreement and upon request thereafter:
- (a) Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
 - (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
 - (c) Comprehensive general liability insurance covering claims for injuries arising out of any negligent act or omission of the Sub or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.
 - (d) Professional liability insurance of \$2,000,000.
- 10.3 The Client shall be named as an additional insured on the policies listed in subsections (b) and (c) above. Parametrix shall ensure that current Certificates of Insurance are on file with the Client. The Client may withhold payment to Parametrix at any time that Insurance Certificates have not been provided indicating that insurance coverage is current.
- 10.4 All insurance certificates shall provide that the insurance carrier will give the Client at least thirty (30) days' notice of any cancellation of the policies.
- 11. Confidentiality**
- 11.1 **Definition of Confidential Information.** "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Disclosing Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.
- 11.2 **Exclusion.** Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; (c) was independently developed by Receiving Party without reference to or use of Confidential Information or (d) required by statute, regulation, court or regulatory order, to be disclosed.
- 11.3 **Receiving Party Obligations.** Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

12.1 Work Deliverables. "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

12.2 Project Documents. All Project Documents shall be the sole property of Parametrix. "Project Documents" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

14.1 Work Deliverables. Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion. City of Orting will be notified prior to destruction.

14.2 Project Documents. All Project Documents may be retained or destroyed by Parametrix in its sole discretion. City of Orting will be notified prior to destruction.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. (Intentionally Omitted)

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

18.1 All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (a) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (b) In the event that the negotiations provided by Section 18.1(a) fail to resolve the dispute, the Parties may endeavor to resolve the dispute by voluntary non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA") using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18.1(b) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (c) In the event that the mediation provided by Section 18.1(b) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.
- (d) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

- 19.1 **Governing Law; Venue; Attorneys' Fees.** This Agreement will be governed by the laws of the state of Washington, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Pierce County, Washington, and each of the parties hereby irrevocably consents to such jurisdiction.
- 19.2 **Notices.** Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.
- 19.3 **Assignment.** Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party's prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.
- 19.4 **Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.
- 19.5 **Survival.** All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.
- 19.6 **Non-Waiver.** No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a "Waiver," and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 **Severability.** If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 **Headings.** The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.
- 19.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all

of which together shall be deemed to be one and the same instrument.

- 19.10 **Entire Agreement.** This Agreement, including the Summary of Terms and the exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Discrimination and Compliance with Laws

- 20.1 Parametrix agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- 20.2 Parametrix and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- 20.3 Any violation of this Section shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Client, in whole or in part, and may result in Parametrix's ineligibility to conduct further work for the Client.

21. Conflict of Interest; Non-Collusion

- 21.1 No officer, employee, or agent of the Client, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. Parametrix shall comply with all federal, state, and Client conflict of interest laws, statutes, and regulations. Parametrix represents that Parametrix presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of Parametrix's services and obligations hereunder. Parametrix further covenants that, in performance of this Contract, no person having any such interest shall be employed by Parametrix. Parametrix's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.
- 21.2 Parametrix warrants and represents that Parametrix has not, nor has any other member, employee, representative, agent, or officer of Parametrix, entered into or offered to enter into any combination, collusion, or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

22. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

Exhibit A – Scope of Work

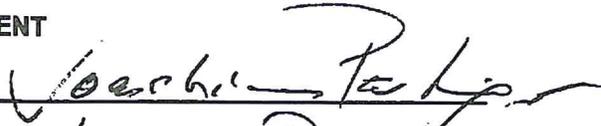
Exhibit B – Task Scope of Work

Exhibit C – Schedule of Compensation

Signature Page - Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CLIENT

By: 

Name: JOACHIM PESTINGER

(Please Print)

Title: MAYOR

Date: 10/10/14

PARAMETRIX, INC.

By: 

Name: Michael O'Meara

(Please Print)

Title: Reg. Dir. Manager

Date: 9/26/14

Exhibit A – Scope of Work

Scope of Work includes on-call professional engineering and planning services on an as needed basis for project task work and non-project work as more specifically described below. The services are to be defined in an individual Council-approved Scope of Work and Budget for each project task or as defined by City Staff for non-project task work either verbally or via email or other written communication.

Transportation Planning and Traffic Engineering

- Corridor studies
- Comprehensive plans
- Transportation modeling
- Roundabout modeling and site analysis
- Traffic impact analysis
- Traffic impact fee analysis
- Traffic calming analysis

Design Engineering

- Preparation of Contract Documents (Plans and Specifications for bidding) for:
 - Freeways, highways, and interchanges
 - Arterials and local streets
 - Intersections including roundabouts and/or signalized controls
 - Storm sewer and stormwater mitigation
 - Multi-modal transit centers
 - Traffic calming
 - Non-motorized facilities such as paths, bike lanes, sidewalks, and joint-use facilities
 - Low-impact development best management practices
- Utility Coordination, Design, and Relocation:
 - Facilities such as pump stations, treatment plants, disinfection stations, and storage reservoirs
 - Low-impact development best management practices
- Utility Design, Coordination and Relocation

Survey

- Mapping
 - Topographic Mapping and Basemap Preparation
 - Construction Staking
- Right of Way
 - Determination and mapping of R.O.W., easements, tracts, etc.
 - Legal descriptions and exhibits
 - Preparation of R.O.W. plans
 - R.O.W. acquisition assistance

Stormwater Runoff Mitigation Design

- Stormwater comprehensive planning and hydraulic modeling
- Hydrologic modeling using single event and continuous runoff models (SBUH, WWHM, MGS Flood, etc.)
- Stormwater mitigation determination, BMP selection and design
- Drainage report preparation
- Stormwater Pollution Prevention Plan preparation
- Low Impact Development BMP selection and design

Structural Engineering

- Federal, state, and local bridge design
- Retaining walls and engineered embankment design
- Type, size, and location reports for retaining walls and bridges
- Structural inspections
- Load rating

Environmental Services

- Environmental planning, permitting, and documentation (NEPA and SEPA)
- Environmental classification (federal funding requirement per LAG Manual, etc.)
- Environmental impact statements and assessments
- Wetland delineation and mitigation
- Stream delineation, classification and mitigation
- Wildlife biology
- Hazardous material investigation and remediation

Transit Planning and Design

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Intermodal facility planning
- Light rail transit design
- Bus rapid transit design

Cost Estimating

- Planning level estimating
- Project level estimating

Funding Assistance

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Highway, collector, and local roadway funding
- Grant writing assistance

Construction Services

- Construction Ad and Award Assistance
- Construction engineering support
- Construction administration and observation
- Construction documentation (e.g., LAG Manual compliance or equivalent to comply with Federal Acquisition Regulations and Audit requirements)

Exhibit B – Task Scope of Work

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to enter the details of the Task Scope of Work.

Exhibit C – Schedule of Compensation

See attached Puget Sound Billing Rates.

Puget Sound Billing Rates - October 1, 2013 through September 30, 2014

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$80	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$90	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$105
CADD Supervisor/Technical Lead	12	\$125	Planner III	12	\$120
CADD Services Manager	14	\$135	Planner III	13	\$125
			Planner IV	14	\$140
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$190
Designer III	13	\$140			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$160	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$180	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$125
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$160
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$170			
Sr. Engineer	17	\$180	Hydrogeologist I	10	\$100
Sr. Consultant	18	\$190	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$190	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$85	Sr. Hydrogeologist	16	\$175
Surveyor II	10	\$90	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$110			
Sr. Surveyor	12	\$125	GIS Technician	9	\$90
Sr. Surveyor	13/14	\$150	GIS Analyst	10	\$95
Survey Supervisor	15	\$160	Sr. GIS Analyst	11	\$100
Sr. Surveyor for Operations	17	\$175			
Survey Prevailing Wage*			Graphic Designer	11	\$90
			Sr. Graphic Designer	12	\$110
Construction Technician I	8/9	\$90			
Construction Technician II	10	\$105	Technical Aide	7	\$70
Construction Technician III	11	\$120	Sr. Technical Aide	8	\$80
Construction Technician IV	12	\$130	Project Coordinator	9	\$95
Sr. Construction Technician	13	\$140	Sr. Project Coordinator	10	\$100
Construction Manager I	11	\$110	Project Controls Specialist	11	\$110
Construction Manager II	12	\$130	Sr. Project Controls Specialist	12	\$120
Construction Manager III	13	\$140			
Construction Manager IV	14	\$145	Project Accountant	9	\$85
Sr. Construction Manager	15	\$155	Sr. Project Accountant	10	\$105
Sr. Construction Manager	16	\$165	Sr. Accounting Specialist	10	\$100
Sr. Construction Manager	17/18	\$190	Sr. Contract Administrator	11	\$125
Division Manager	16/17	\$195	Office Clerk	4	\$55
Division Manager	18/19	\$195	Receptionist	6	\$65
Operations Manager	17/18	\$195	Admin Assistant	6	\$65
Program Manager	19	\$195	Admin Assistant	7	\$70
Program Manager	20	\$195	Sr Admin Assistant	8	\$80
Principal Consultant	19	\$195	Sr Admin Assistant	9	\$90
Principal Consultant	20	\$195	Office Administrator	10/11	\$100
Principal	19/20	\$195	Sr. Office Administrator	12/13	\$125
			Office Administrative Manager	14/15	\$145
Publications Specialist I	9	\$85			
Publications Specialist II	10	\$95	Expert Witness		\$350
Sr. Publications Specialist	11	\$105			
Technical Editor	10	\$110			
Publications Supervisor	12	\$115			

Direct project expenses and reproduction costs are billed at cost plus 10%

Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.



City Of Orting Council Agenda Summary Sheet

AB17-82 SUBJECT: Grant Policy	Agenda Item #:	AB17-82
	For Agenda of:	10.11.17
	Department:	Administration
	Date Submitted:	10.06.17

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger		Cost of Item:	<u>\$0</u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u>\$0</u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u>\$0</u>
City Clerk, Jane Montgomery		Timeline:	
City Treasurer, Scott Larson			
Police Chief, Bill Drake		BARS:	
Public Works, Dean Kaelin		Fiscal Note:	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

<p>Attachments: Grant Policy</p> <p>SUMMARY STATEMENT: The City desires to formalize the Grant process. Selected grant recipients may receive direct cash contributions from the City of Orting, pursuant to the following procedures and conditions. Grant funding is defined as direct cash donations to non-profit and/or section 501(c)(3) organizations which bring significant value to the citizens of Orting and which serve a public purpose.</p> <p>The City will prioritize requests received from groups and activities by those groups that serve seniors, youth, the infirm or disabled and people in need within the City. Certain cohort groups are assumed to meet this criteria, including groups that serve senior citizens age 65 and older; people with disabilities who qualify for the Pierce County Property Tax exemption/reductions; and food bank recipients. This Policy establishes a clear process for applicants.</p> <p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: This Policy comes with the recommendation from CGA Committee.</p> <p>RECOMMENDED ACTION: MOTION: To approve the grant policy.</p>
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CITY OF ORTING

Grant Policy

Mission Statement: The City of Orting supports the development of services and organizations which bring significant value to its citizens and which serve a public purpose.

Section 1. Baseline Criteria for receiving grant funding.

Selected grant recipients may receive direct cash contributions from the City of Orting, pursuant to the following procedures and conditions. Grant funding is defined as direct cash donations to non-profit and/or section 501(c)(3) organizations which bring significant value to the citizens of Orting and which serve a public purpose.

All organizations requesting grant funding must comply with the following eligibility standards:

- A. Organizations must be legally tax exempt as defined by IRS section 501(c)(3) and shall provide proof of the same to the City upon request.
- B. Pursuant to the terms of Section III herein, Organizations must carry their own insurance, and shall execute an agreement wherein the Organization agrees to use the grant funds for the public purpose identified in the Organization's application materials, and further agrees to indemnify the City and hold the City harmless (*see* Attachment A, hereto).
- C. Organizations must serve the residents within the City of Orting and/or the Orting School District.
- D. When approved, all materials distributed by the Organization as a result of the City's grant must contain the City of Orting logo.

The City will prioritize requests received from groups and activities by those groups that serve seniors, youth, the infirm or disabled and people in need within the City. Certain cohort groups are assumed to meet this criteria, including groups that serve senior citizens age 65 and older; people with disabilities who qualify for the Pierce County Property Tax exemption/reductions; and food bank recipients.

Section II. Process for seeking Grant:

1. All groups seeking grants from the City of Orting must submit a formal request in writing by August 1st of each calendar year for the following year. The request must include a cover letter specifying the dollar amount sought and how it will be used. The letter must include the following attachments:
 - A. Grant Application;
 - B. Previous year's financial statement;
 - C. Current year's budget documents;
 - D. Signed Contract Agreement
 - E. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 - F. Proof of liability insurance.
2. Grant seekers must submit 10 copies of their cover letter and attachments to the City Clerk by August 1st. The copies of these materials are distributed to the City Administrator, the Mayor, the seven members of the City Council for review during budget workshops, and the City Clerk for placement in the file. Members of the public may view the file copy at City Hall during business hours or make a Public Records Request to the City Clerk to obtain a copy.
3. A representative of the group must attend the Community and Government Affairs ("CGA") Committee meeting in order to present the organizations request and answer any questions. The City shall provide the organization notice of the CGA Committee meeting at which the organization's application will be reviewed.
4. The CGA Committee will review applications and make a recommendation to the City Council. The City Council will make a final determination by Resolution.
5. Grant recipients shall execute a contract with City in substantially the same form as is depicted at Exhibit A hereto. The contract shall be executed prior to the receipt of grant funds.
6. Grant recipients shall report regarding the organization's use of the grant funds to the City Council in the manner set in the aforementioned contract and by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

Section III. Insurance & Indemnity Requirements for City Grant.

All organizations selected to receive a grant pursuant to this policy shall execute an agreement with the City prior to the dispersal of funds, and said agreement shall include (but is not limited to) the following requirements pertaining to indemnification and insurance:

1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

2. Insurance

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

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

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

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

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

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

AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and _____ (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their _____, 201__ meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by _____ in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year _____.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

2. PAYMENT

A. The City shall pay the Recipient _____ Dollars (\$_____) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in _____ [one lump sum/quarterly payments/etc.].

B. [The Recipient shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. Each project and each task within a project shall be the subject of a separate invoice.] The Recipient shall maintain time and expense records and provide them to the City upon request.

C. [All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.]

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit a report on services [provided with the final invoice], no later than _____. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in

the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until _____, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

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

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

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

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

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

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or

agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Administrator
City of Orting
110 Train Street SE
PO Box 489
Orting, WA 98360
360.893.2219

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF ORTING

By: _____

Date:

RECIPIENT: _____

By: _____

Title: _____

Date: