

## Councilmembers

Position No.

1. Tod Gunther
2. Barbara Ford
3. William Birkes
4. Dave Harman
5. Sam Colorossi
6. Josh Penner, Deputy Mayor
7. Scott Drennen



# Orting City Council

## Regular Business Meeting Agenda

Orting Public Safety Building  
401 Washington Ave. SE, Orting, WA

September 9, 2015  
7 p.m.

*Audience members are welcome to speak on any topic on the agenda after Councilmembers have finished their discussion.*

**Mayor Joachim Pestinger, Presiding**

### 1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

### 2. REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA

### 3. CONSENT AGENDA

- A. \*Minutes of August 26, 2015
- B. \*Payroll and Claims Warrants
- C. \*Treasurer's Report

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

**4. COMMENTS FROM CITIZENS** *Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-893-2219. Thank you for attending.*

### 5. PRESENTATIONS - NONE

### 6. COMMISSION REPORTS

- A. Parks Commission
- B. Planning Commission

### 7. COMMITTEE AND STANDING REPORTS

- A. Public Works – CM Drennen/CM Birkes
- B. Finance & Cemetery – CM Colorossi/CM Harman
- C. Public Safety – DM Penner/CM Ford
- D. Lodging Tax Advisory – CM Birkes
- E. Mayor Report – Mayor Pestinger
- F. Miscellaneous activity reports, i.e. PSRC, special meetings, etc.

### 8. OLD BUSINESS

- A. Emergency Evacuation Bridge Lead Agency Agreement • CM Drennen
- B. \*Ordinance No.2015-970 • Indemnification of Employees & Officers • Attorney Long  
**Ordinance No. 2015-970 • Indemnification of Employees & Officers**

**Motion:** Move to adopt Ordinance No. 2015-970, adopting Orting City Code Title 1, Chapter 14 regarding Indemnification of Employees and Officers.

## 9. NEW BUSINESS

### A. \*Records Management Support Contract • **DM Penner**

**Motion:** Move to approve the Interlocal Agreement for Records Management Support Contract with the City of Fife for the Orting Police Department records management.

### B. Water Conservation Discussion • **CM Drennen**

### C. \*Eagle Scout Project – Kiosk • **CM Birkes**

**Motion:** Move to approve the Eagle Scout project of the Kiosk located in the park by the Gazebo.

### D. \*Engagement Letter, Special Attorney/PBS Lease Agreement • **CM Colorossi**

**Motion:** Move to approve the Engagement Letter for Special Attorney Services regarding the Public Safety Building Lease Agreement.

### E. Scheduling Discussion • **Mayor Pestinger**

## 10. ADJOURN

**Motion:** Move to Adjourn.

Note: An \* indicates enclosures or attachments

Next Regular Meeting: September 30, 2015



# ORTING CITY COUNCIL MEETING MINUTES

Public Safety Building, 401 Washington Ave. SE

AUGUST 26, 2015

Mayor Joachim Pestinger called the meeting to order with the flag salute at 7:00 pm in the Orting Public Safety Building. Roll call found in attendance Deputy Mayor Josh Penner, Councilmembers Sam Colorossi, Scott Drennen, William Birkes, Barbara Ford, Tod Gunther and Dave Harman.

## **ATTENDANCE:**

### **City Employees**

Bill Drake, Police Chief/Acting City Administrator  
Rachel Pitzel, City Clerk

### **Professional Representatives**

Jay Long, Attorney – Kenyon Disend  
JC Hungerford, Engineer – Parametrix

### **Visitors (signed in)**

Susan Rigley  
Gwen Robson  
Margaret Ryals  
Larry Isenhardt

## **REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA:**

Councilmember Colorossi requested an addition under New Business as item "E" - Special Attorney for PSB lease.

## **CONSENT AGENDA:**

*Councilmember Colorossi moved to approve the Consent Agenda as prepared. Second by Councilmember Birkes. Motion carried (7-0).*

## **COMMENTS FROM CITIZENS:**

Chelsea Golden - urged City Council to go forward with Bridge for Kids and make it a priority. Discussed the evacuation process.

Margaret Ryals – discussed the foot evacuation bridge and the City taking on the role as lead agency, she asked Council to continue to move forward with it and noted it should be a top priority.

Suzanne Wrigley – Pierce County Library - updated the Council on events with the Library and what will be happening in September.

## **PRESENTATIONS:** (7:08)

Mayor Pestinger read the September Prostate Cancer Awareness proclamation for the record (which is attached at the end of the minutes).

Mayor Pestinger appointed Tyler Daniels to position No. 3 Planning Commissioner with term expiring December 31, 2018.

***Deputy Mayor Penner moved to approve the Mayor's appointment of Planning Commissioner Tyler Daniels to a four year appointment to Planning Commission Position No. 3 expiring December 31, 2018. Second by Councilmember Harman. Motion carried (7-0).***

**COMMITTEE AND STANDING REPORTS:** (7:11)

- |   |   |
|---|---|
| <b>Community &amp; Government Affairs</b> | Councilmember Ford reported that tonight Council will be looking at the sponsorship policy as a first reading.  |
| <b>Transportation</b>                     | Councilmember Drennen reported after many years and commitment, the first light pole was put up in the park which is bringing much needed light at night to that area (Councilmember Colorossi brought a picture to show Council); discussed the Master Transportation plan, review and update - key items: pedestrian transportation, ADA accessibility of sidewalks.  |
| <b>Mayor Report</b>                       | Mayor Pestinger reported that morning he attended a kick off for Orting schools; he noted he is interested in trying to start a Youth Advisory Committee of kids to organize their own meetings and let Council know what their interests are; he noted tomorrow he will attend the Sound Transit board meeting.  |
| <b>Miscellaneous</b>                      | <p>Councilmember Ford reported she attended two special meetings, the Ag-tourism conference that was last Saturday- she noted the room was full and talked with several farmers to help create Ag-tourism Hub, she noted the group is putting together a map of the Pierce County area and focusing on Orting being the "hub". She noted the group also discussed the special needs for farmers which included insurance; the second meeting she attended was at the Orting Senior Center, she noted she talked specifically about needs for Seniors- she stated they are appreciative to the City regarding the ADA accessibility the City is focusing on and wanted to thank the Transportation Committee.</p> <p>Deputy Mayor Penner announced the Orting Police Guild is having a ride along for children this is a bicycle ride along with two different age groups provided.</p> <p>Councilmember Harman reported on the Ag-tourism conference and noted they talked about a certified kitchen and the need for it, he stated the Lyons Club have the ability to service that and may have the funding to accomplish it; they also discussed the idea which would be similar to a Bed &amp; Breakfast, where people could stay on different farms but it is called a "Farm Stay".</p> |

**OLD BUSINESS:** (7:25)

Orting Emergency  
Evacuation Bridge  
Lead Agency  
Agreement

Councilmember Drennen reported he did not have a report or any progress that was made, but there will be a meeting on Friday.

JC Hungerford noted the contract has been signed by the City and is back with the State.

**NEW BUSINESS:** (7:27)

Ordinance No. 2015-  
970 • Indemnification  
of Employees &  
Officers

City Attorney Long gave a general overview and discussed the need to have an ordinance since the code does not have any item like this.

Councilmember Birkes asked who would decide if the act was intentional.

City Attorney Long gave some examples, noted it would come down to facts of case and the discovery.

Councilmember Colorossi asked about the term “has been”, wondered if that person would be covered after the “has been”.

City Attorney Long stated yes, and gave example.

Deputy Mayor Penner asked if it was decided to not provide coverage and found innocent, can that person be compensated for legal fees.

City Attorney Long stated that was a great question, he would need to take a “re-look” at the ordinance, but it would default that we would give coverage. He noted Council can differ the Ordinance to the next Council meeting.

Ordinance No. 2015-  
971 • Noise Control

Councilmember Ford reported this came before the Public Safety Committee a year ago and led by Code Enforcement Officer Larry Isenhardt, she described the ordinance and what it entailed.

City Attorney Long stated that Officer Isenhardt drafted the ordinance and did a great job, and noted Officer Isenhardt added the State provisions which is helpful.

Councilmember Drennen stated he would like to hear from Officer Isenhardt and would like to see a strikeout version of what the changes were.

Officer Isenhardt discussed the ordinance and the three-day noise class on how to do noise investigations and specifications he

attended. The code says that an investigation is not required to determine a violation. He noted, the biggest thing about the new revision is the penalty phase, it is much more precise and in line with what the state wants.

Discussion took place regarding barking of dogs; definitions regarding motorcycles and farm equipment; "normal hearing" and the hours which are stated in the ordinance.

**Councilmember Birkes moved to adopt Ordinance No. 2015-971, relating to Noise Control; repealing Orting Municipal Code Section 5-1-4 & Orting Municipal Code Chapter 5-8; creating a new Orting Municipal Code Chapter 5-8. Second by Councilmember Ford. Motion carried (7-0).**

Amendment to the Contract for Services/ Bev Emmons

Councilmember Colorossi discussed the need to extend the contract for services with Bev Emmons.

**Councilmember Colorossi moved to amend the current contract for services with Bev Emmons for an additional 40 hours. Second by Councilmember Birkes. Motion carried (7-0).**

First Reading • Sponsorship Policy

Councilmember Ford reported on the first reading of the sponsorship policy, she explained some of the frustration regarding sponsorship policy and this is to clarify those questions. She went through the policy and noted the separation between the sponsorship portion and the grant funding portion.

Discussion took place regarding a previous memo discussing the waiver for park and facility fees; 501c3 tax exempt vs. non tax exempt 501c3's; budget process with a pool of money; discussed removing statement made regarding programs where funds were raised privately.

Special Attorney Services for PSB Lease

Councilmember Colorossi reported he put a packet together with qualifications of a special attorney to guide Council through the PSB lease agreement.

**Councilmember Colorossi moved to have Attorney Joseph F. Quinn draw up a contract for Special Attorney Services for the Public Safety Building lease agreement. Second by Councilmember Drennen.**

Discussion took place regarding working collectively with the City's Attorney; it was also stated that once a contract is written up, there is still the opportunity for Council to back out.

**Motion carried (7-0).**

**EXECUTIVE SESSION:**

Mayor Pestinger recessed to Executive Session at 8:50 pm to discuss the selection of a site or the acquisition of real estate by lease or purchase, as authorized by RCW 42.30.110(b) and to discuss anticipation of litigation as authorized by RCW 42.30.110(i). He announced action may be taken after Executive Session which will last 20 minutes with no action to follow.

Mayor Pestinger called for a 5 minute extension to the Executive Session.

Mayor Pestinger reconvened the Council meeting at 9:15 pm.

**ADJOURN:**

*Councilmember Harman moved to adjourn. Second by Councilmember Birkes. Motion carried (7-0).*

**ATTEST:**

\_\_\_\_\_  
Joachim Pestinger, Mayor

\_\_\_\_\_  
Rachel Pitzel, City Clerk



## PROCLAMATION PROSTATE CANCER AWARENESS MONTH

This year the Tacoma Prostate Cancer Support Group (TPCSG) is renewing its effort to get the word out about prostate cancer. The numbers remain the same as previous years with over 29,000 deaths in 2014 making it one of the leading causes of death for men in America while being one of the least publicized and understood cancers.

**Whereas,** September is national Prostate Cancer Awareness Month; and

**Whereas,** prostate cancer is the second leading cause of cancer death in men; recognizing that while all men are at risk for prostate cancer, African American and Hispanic men have the highest incidence and mortality of prostate cancer in the world; and

**Whereas,** there will be an estimated 233,000 new cases of prostate cancer nationally in the year of 2015, and there will be over 29,000 deaths from prostate cancer in this same year; about one man in six will be diagnosed with prostate cancer during his lifetime according to the American Cancer Society; and

**Whereas,** in 2014 there were 5,400 new cases of prostate cancer diagnosed and 730 deaths from prostate cancer in Washington State; and

**Whereas,** the Washington State Prostate Cancer Coalition along with the Tacoma Prostate Cancer Support Group provide programs and materials to advocate and educate men to have an informed discussion with their healthcare provider about prostate cancer by age 50 and by age 45 if they have a family history of the cancer,

**Therefore,** I, Mayor Joachim (Joe) Pestinger, do hereby support September as Prostate Cancer Awareness Month.

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Joachim (Joe) Pestinger  
Mayor  
City of Orting

CITY OF ORTING  
VOUCHER/WARRANT REGISTER  
FOR SEPTEMBER 9, 2015 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 #42609 THRU #42657  
IN THE AMOUNT OF \$ 59,354.40

PAYROLL WARRANTS #22213 THRU #22232  
IN THE AMOUNT OF \$ 152,947.90

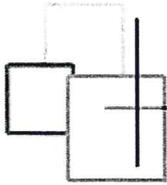
ARE APPROVED FOR PAYMENT ON SEPTEMBER 9, 2015

FINANCE COMMITTEE CHAIR \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

CITY CLERK \_\_\_\_\_



# Fund Transaction Summary

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Transaction Type: Invoice  
Fiscal: 2015 - September - 1st Council  
System Types: Financials

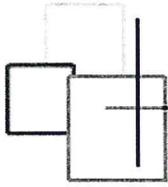
Fund Number	Description	Amount
001	Current Expense	\$21,989.40
101	City Streets	\$1,268.84
104	Cemetery	\$39.63
105	Parks Department	\$2,445.88
320	Transportation Impact	\$53.74
401	Water	\$2,749.88
408	Wastewater	\$6,219.56
410	Stormwater	\$24,563.99
635	Transportation Benefit District	\$23.48
	<b>Count: 9</b>	<b>\$59,354.40</b>

# Register

Fiscal: 2015  
 Deposit Period: 2015 - September  
 Check Period: 2015 - September - 1st Council  
 Bank Accounts: Key Bank - 2000073  
 Register Types: Warrant  
 Show Outstanding: All  
 System Types: Financials  
 Outstanding Date: 9/3/2015 1:37:20 PM  
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
<b>Key Bank</b>	<b>2000073</b>			
<u>42609</u>	Lincoln, Tim	9/2/2015		\$690.00
<u>42610</u>	Arrow Lumber	9/9/2015		\$788.97
<u>42611</u>	Bucky's of Oring Inc	9/9/2015		\$1,324.48
<u>42612</u>	Business Solutions Center	9/9/2015		\$85.23
<u>42613</u>	Centurylink	9/9/2015		\$2,745.17
<u>42614</u>	CenturyLink/Qwest	9/9/2015		\$380.52
<u>42615</u>	Christian, Katie	9/9/2015		\$100.00
<u>42616</u>	Chuckals Office Products	9/9/2015		\$21.65
<u>42617</u>	City Of Fife	9/9/2015		\$5,389.00
<u>42618</u>	Coastwide Laboratories	9/9/2015		\$361.84
<u>42619</u>	Comcast	9/9/2015		\$489.63
<u>42620</u>	Corliss Resources, Inc	9/9/2015		\$985.45
<u>42621</u>	Crystal & Sierra Springs	9/9/2015		\$216.29
<u>42622</u>	Curry & Williams, P.l.l.c	9/9/2015		\$1,800.00
<u>42623</u>	Dell Financial Services Payment	9/9/2015		\$1,235.41
<u>42624</u>	Processing Services			
<u>42625</u>	Employment Security Dept	9/9/2015		\$98.10
<u>42626</u>	Fastenal Company	9/9/2015		\$20.90
<u>42627</u>	Honey Bucket-NW Cascade Inc	9/9/2015		\$100.00
<u>42628</u>	Independent Stationers	9/9/2015		\$93.48
<u>42629</u>	Isenhart, Larry	9/9/2015		\$12.48
<u>42630</u>	Javelina Trading Company	9/9/2015		\$113.77
<u>42631</u>	Law Enforcement Equip. DI	9/9/2015		\$19.60
<u>42632</u>	Lewis, Jennifer	9/9/2015		\$848.00
<u>42633</u>	Mclendon Hardware, Inc	9/9/2015		\$41.17
<u>42634</u>	Miller Paint Co	9/9/2015		\$239.15
<u>42635</u>	Mitel Leasing	9/9/2015		\$481.61
<u>42636</u>	Mountain Mist	9/9/2015		\$27.06
<u>42637</u>	Office Depot	9/9/2015		\$16.66
<u>42637</u>	Olsen, Keri	9/9/2015		\$58.85

Number	Name	Print Date	Clearing Date	Amount
42638	Orting Floral/greenhouse	9/9/2015		\$61.20
42639	Orting Valley Senior Cent	9/9/2015		\$1,083.33
42640	Pipeline Video & Clearing North	9/9/2015		\$23,869.29
42641	Pitney Bowes Purchase Power	9/9/2015		\$437.00
42642	Popular Networks, Llc	9/9/2015		\$2,048.20
42643	Puget Sound Energy	9/9/2015		\$1,455.58
42644	Puyallup, City of	9/9/2015		\$65.00
42645	Ricoh USA, INC	9/9/2015		\$413.90
42646	Smith, Jason	9/9/2015		\$204.00
42647	Sonsray Machinery LLC	9/9/2015		\$394.25
42648	Spectral Laboratories	9/9/2015		\$242.00
42649	Staples Advantage-Dept LA	9/9/2015		\$237.18
42650	Summer Lawn'n Saw	9/9/2015		\$65.61
42651	Tacoma Pierce County Health Dept	9/9/2015		\$900.00
42652	The Walls Law Firm	9/9/2015		\$1,800.00
42653	Verizon Wireless	9/9/2015		\$2,288.06
42654	Wa. State Dept. of Ecolog	9/9/2015		\$3,911.36
42655	Washington State Patrol-Budget And Fiscal Services	9/9/2015		\$103.25
42656	Whitworth Pest Solutions, INC	9/9/2015		\$756.16
42657	Zumar Industries Inc	9/9/2015		\$234.56
		<b>Total</b>	<b>Check</b>	<b>\$59,354.40</b>
		<b>Total</b>	<b>2000073</b>	<b>\$59,354.40</b>
		<b>Grand Total</b>		<b>\$59,354.40</b>



# Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Arrow Lumber	42610	600186-Sept2015	001-522-20-48-02	Cap & Plug	\$1.72
			001-522-20-48-02	Safety Tape	\$2.82
			001-522-20-48-02	Ant Killer-Baits	\$15.75
			001-522-20-48-02	Supplies for PSB	\$30.43
				Volunters	
			001-575-50-48-00	Broom/Mop/Garbage Can	\$106.56
			101-542-30-48-02	Sand	\$21.84
			101-594-42-63-07	Cement	(\$7.82)
			101-594-42-63-07	Hillman Fasteners	\$0.55
			101-594-42-63-07	Cement	\$2.60
			101-594-42-63-07	Cement	\$7.82
			101-594-42-63-07	Cement	\$7.82
			101-594-42-63-07	Ruler/BRT Duplex	\$10.69
			101-594-42-63-07	2x6x10 Himfir	\$16.95
			101-594-42-63-07	CDX Plywood	\$17.09
			101-594-42-63-07	Cement	\$20.86
			101-594-42-63-07	Cement	\$31.30
			105-576-80-31-00	Gopher Trap	\$23.91
			105-576-80-48-00	2x6x10 Himfir	\$17.61
			105-576-80-48-00	2x6x10 Himfir- Fasteners & Hangers	\$95.05
			105-594-76-63-31	Cement	(\$18.26)
			105-594-76-63-31	Hillman Fasteners	\$1.30
			105-594-76-63-31	Cement	\$6.09
			105-594-76-63-31	Cement	\$18.26
			105-594-76-63-31	Cement	\$18.26
			105-594-76-63-31	Ruler/BRT Duplex	\$24.96
			105-594-76-63-31	2x6x10 Himfir	\$39.54
			105-594-76-63-31	CDX Plywood	\$39.90
			105-594-76-63-31	Cement	\$48.68
			105-594-76-63-31	Cement	\$73.02
			401-534-10-31-00	Electric Tape	\$4.21
			401-534-10-31-00	Duct Tape	\$4.89
			401-534-10-31-00	Metal Broom Handle	\$8.69
			401-534-10-31-00	Rags	\$10.87
			401-534-50-48-02	Hillman Fasteners	\$11.23
			408-535-10-31-00	Hillman Fasteners	\$3.70
			408-535-60-48-04	Slipnut Cap/Washer	\$7.38
			410-531-38-48-01	Concrete	\$6.84
			410-531-38-48-01	Tie Wraps	\$9.24
			410-531-38-48-01	Nozzle/Post Level/Concrete	\$23.14
			635-542-30-50-02		\$23.48
				<b>Total</b>	<b>\$788.97</b>

Vendor	Number	Invoice	Account Number	Notes	Amount
Bucky's of Orting Inc	42611	25242	001-521-50-48-02		\$1,324.48
				<b>Total</b>	<b>\$1,324.48</b>
Business Solutions Center	42612	SEPT2015-201	001-512-50-49-02	Jury Duty Cards	\$76.05
			401-534-10-31-04	L&I Video Return	\$4.59
			408-535-10-31-05	L&I Video Return	\$4.59
				<b>Total</b>	<b>\$85.23</b>
Centurylink	42613	300549640-SEPT2015	408-535-10-42-01	Sewer Phones	\$52.57
		300549818-SEPT2015	001-514-23-42-00		\$723.60
			001-521-50-42-00		\$120.39
			001-522-20-42-01		\$262.73
			001-524-20-42-00		\$27.74
			320-595-30-63-01	SR162 Light	\$53.74
			401-534-10-42-01		\$171.70
			408-535-10-42-01		\$370.10
		300549906-SEPT2015	401-534-10-42-01	Harman Springs	\$56.73
		300550216-SEPT2015	408-535-10-42-01	Sewer Phones	\$185.48
		300550553-SEPT2015	001-521-50-42-00	PD Phones	\$541.28
		300550592-SEPT2015	001-512-50-42-00	Court Phones	\$109.13
		409178327-SEPT2015	001-521-50-42-00	PD Transmitter	\$69.98
				<b>Total</b>	<b>\$2,745.17</b>
CenturyLink/Qwest	42614	208B-SEPT2015	001-521-20-45-02	Cell Connection	\$114.26
		492B-Sept2015	001-521-20-45-02	Cell Connection	\$152.00
		809B-SEPT2015	001-521-20-45-02	Cell Connection	\$114.26
				<b>Total</b>	<b>\$380.52</b>
Christian, Katie	42615	SEPT2015-205	001-571-20-31-04	Movie @ Soldiers Home	\$100.00
				<b>Total</b>	<b>\$100.00</b>
Chuckals Office Products	42616	834333-0	001-513-10-31-00	Office Supplies-Stamp	\$10.83
			001-514-23-31-02	Office Supplies-Stamp	\$10.82
				<b>Total</b>	<b>\$21.65</b>
City Of Fife	42617	2015-06	001-523-60-41-00	Jail Fees-2nd QRT	\$5,389.00
				<b>Total</b>	<b>\$5,389.00</b>
Coastwide Laboratories	42618	T2792840	001-512-50-31-00	PSB Restroom Supplies	\$73.18
			001-513-10-31-00	PSB Restroom Supplies	\$36.59
			001-575-50-31-01	PSB Restroom Supplies	\$73.19
		T2792898	001-575-50-31-01	MPC Restroom Supplies	\$92.76
		T2792899	001-514-23-31-02	City Hall Restroom Supplies	\$21.53
			401-534-10-31-00	City Hall Restroom Supplies	\$21.53

Vendor	Number	Invoice	Account Number	Notes	Amount
Coastwide Laboratories	42618	T2792899	408-535-10-31-00	City Hall Restroom Supplies	\$21.53
			410-531-38-31-00	City Hall Restroom Supplies	\$21.53
			<b>Total</b>		<b>\$361.84</b>
Comcast	42619	0221105-SEPT2015	001-514-23-42-00	City Hall Internet	\$59.75
			001-524-20-31-00	City Hall Internet	\$59.74
			401-534-10-42-01	City Hall Internet	\$59.75
			408-535-10-42-01	City Hall Internet	\$59.75
		0221113-SEPT2015	001-521-50-42-00	PSB Internet	\$119.50
			001-522-20-42-01	PSB Internet	\$119.49
		0230874-SEPT2015	001-514-23-42-00	Equipment	\$11.65
<b>Total</b>		<b>\$489.63</b>			
Corliss Resources, Inc	42620	483096	101-594-42-63-07	VanScoyoc Light Poles-Redi Mix	\$295.63
			105-594-76-63-31	VanScoyoc Light Poles-Redi Mix	\$689.82
			<b>Total</b>		<b>\$985.45</b>
Crystal & Sierra Springs	42621	5225720 082215	401-534-10-31-00	Water for Public Works	\$130.41
			408-535-10-31-00	Water for Public Works	\$85.88
			<b>Total</b>		<b>\$216.29</b>
Curry & Williams, P.I.I.c	42622	SEPT2015-206	001-512-50-10-02	Court Judge-Aug 2015	\$1,800.00
				<b>Total</b>	
Dell Financial Services Payment Processing Services	42623	78106739	001-594-12-75-03	PSB Server	\$25.00
			001-594-14-75-03	City Hall Server	\$50.00
			001-594-21-75-02	PSB Server	\$753.41
			001-594-24-75-05	City Hall Server	\$37.00
			001-594-76-75-06	City Hall Server	\$12.00
			101-594-42-75-41	City Hall Server	\$12.00
			105-594-76-75-04	City Hall Server	\$12.00
			401-594-34-75-02	City Hall Server	\$111.00
			408-594-35-64-44	City Hall Server	\$149.00
			410-594-31-74-02	City Hall Server	\$74.00
			<b>Total</b>		<b>\$1,235.41</b>
Employment Security Dept	42624	000-945079-10-1	001-517-78-20-00	Carry Over Fees	\$98.10
				<b>Total</b>	
Fastenal Company	42625	WAPUY70387	101-594-42-63-07	Parts for Street Lights VanScoyoc	\$6.27
			105-594-76-63-31	Parts for Street Lights VanScoyoc	\$14.63
			<b>Total</b>		<b>\$20.90</b>
Honey Bucket-NW Cascade Inc	42626	2-1315280	408-535-60-48-04	Honey Bucket Service	\$50.00

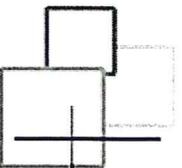
Vendor	Number	Invoice	Account Number	Notes	Amount
Honey Bucket-NW Cascade Inc	42626	2-1315291	408-535-60-48-04	Honey Bucket Service	\$50.00
				<b>Total</b>	<b>\$100.00</b>
Independent Stationers	42627	IN-000545245	001-521-20-31-03	Office Supplies	\$93.48
				<b>Total</b>	<b>\$93.48</b>
Isenhart, Larry	42628	15-0138	001-521-40-49-00	Meal for Training	\$12.48
				<b>Total</b>	<b>\$12.48</b>
Javelina Trading Company	42629	1508019	408-535-10-31-00	Gloves	\$113.77
				<b>Total</b>	<b>\$113.77</b>
Law Enforcement Equip. DI	42630	08211506	001-521-20-31-01	Uniform Items for Officers Teclerian & Boone	\$19.60
				<b>Total</b>	<b>\$19.60</b>
Lewis, Jennifer	42631	SEPT2015-204	001-571-20-31-34	Dog Training Classes-Aug 2015	\$848.00
				<b>Total</b>	<b>\$848.00</b>
Lincoln, Tim	42609	1035	001-524-20-49-00	Contracted Building Inspector-Plan Review	\$90.00
			001-524-20-49-01	Contracted Building Inspector- Inspections	\$600.00
				<b>Total</b>	<b>\$690.00</b>
Mclendon Hardware, 42632 Inc		106220-SEPT2015	101-594-42-63-07	Brick for Junction Boxes	\$5.87
			101-594-42-63-07	Misc Nuts/Bolts/Screws	\$6.47
			105-594-76-63-31	Brick for Junction Boxes	\$13.71
			105-594-76-63-31	Misc Nuts/Bolts/Screws	\$15.12
				<b>Total</b>	<b>\$41.17</b>
Miller Paint Co	42633	29009638	105-576-80-48-00	Paint for Park Benches-Day of Service	\$239.15
				<b>Total</b>	<b>\$239.15</b>
Mitel Leasing	42634	1325038	001-594-12-75-02	PSB Phone Lease	\$16.28
			001-594-21-75-01	PSB Phone Lease	\$127.55
			001-594-22-75-01	PSB Phone Lease	\$127.55
		1325041	001-594-14-75-04	City Hall Phone Lease	\$52.56
			001-594-24-75-01	City Hall Phone lease	\$10.50
			001-594-76-75-01	City Hall Phone lease	\$10.50

Vendor	Number	Invoice	Account Number	Notes	Amount
Mitel Leasing	42634	1325041	101-594-42-75-01	City Hall Phone lease	\$10.50
			401-594-34-75-01	City Hall Phone lease	\$57.82
			408-594-35-64-55	City Hall Phone lease	\$57.85
			410-594-31-75-01	City Hall Phone lease	\$10.50
			<b>Total</b>	<b>\$481.61</b>	
Mountain Mist	42635	039199-SEPT2015	001-514-23-31-02	Water for City Hall	\$27.06
			<b>Total</b>	<b>\$27.06</b>	
Office Depot	42636	786893656001	001-513-10-31-00	Folding Cart	\$16.66
			<b>Total</b>	<b>\$16.66</b>	
Olsen, Keri	42637	SEPT2015-202	001-571-20-31-19	Zumba-Aug 2015	\$58.85
			<b>Total</b>	<b>\$58.85</b>	
Orting Floral/greenhouse	42638	1307	001-571-20-31-21	Carnations for Dance Program	\$34.00
		1311	001-571-20-31-01	Balloons for Seahawks Event	\$27.20
		<b>Total</b>	<b>\$61.20</b>		
Orting Valley Senior Cent	42639	SEPT2015-200	001-571-20-31-06	Monthly Support-Sept 2015	\$1,083.33
			<b>Total</b>	<b>\$1,083.33</b>	
Pipeline Video & Cleaning North	42640	292538	101-594-42-63-07	VanScoyoc Lighting-Digging Holes	\$434.00
			105-594-76-63-31	VanScoyoc Lighting-Digging Holes	\$1,014.00
		292549	410-531-38-48-02	Cleaning of Catch Basins	\$22,421.29
		<b>Total</b>	<b>\$23,869.29</b>		
Pitney Bowes Purchase Power	42641	67562500206-Sept2015	001-512-50-31-01		\$81.34
			001-513-10-31-01		\$3.79
			001-514-23-31-01		\$171.73
			001-521-20-31-07		\$11.07
			001-521-20-31-07		\$13.84
			001-524-20-31-02		\$6.93
			001-558-60-31-02		\$48.02
			001-575-50-31-02		\$3.84
			401-534-10-42-00		\$4.33
			401-534-10-42-00		\$30.31
			408-535-10-42-00		\$1.20
			408-535-10-42-00		\$30.30
			410-531-38-42-00		\$30.30
			<b>Total</b>	<b>\$437.00</b>	
Popular Networks, Llc	42642	17536	001-513-23-41-01	Computer Maintenance City Hall	\$74.20

Vendor	Number	Invoice	Account Number	Notes	Amount	
Popular Networks, Llc	42642	17536	001-514-23-41-04	Computer Maintenance City Hall	\$211.10	
			001-524-20-41-01	Computer Maintenance City Hall	\$142.65	
			001-525-60-41-03	Computer Maintenance City Hall	\$635.20	
			001-575-50-41-03	Computer Maintenance City Hall	\$142.65	
			101-542-30-41-04	Computer Maintenance City Hall	\$74.70	
			401-534-10-41-05	Computer Maintenance City Hall	\$278.55	
			408-535-10-41-05	Computer Maintenance City Hall	\$278.55	
			410-531-38-41-04	Computer Maintenance City Hall	\$210.60	
			<b>Total</b>	<b>\$2,048.20</b>		
Puget Sound Energy	42643	200005438367-SEPT2015	401-534-50-47-05	Wingate Pump Station	\$600.63	
			200015669910-SEPT2015	401-534-50-47-06	Wingate Chlorinator	\$72.65
			200021064239-SEPT2015	401-534-50-47-03	Well 1	\$765.88
			200021119249-SEPT2015	401-534-50-47-02	Chlorinator	\$16.42
					<b>Total</b>	<b>\$1,455.58</b>
Puyallup, City of	42644	AR-110954	001-523-60-41-00	Jail Fees-July 2015	\$65.00	
				<b>Total</b>	<b>\$65.00</b>	
Ricoh USA, INC	42645	5037554179	001-594-14-75-00	City Hall Copier	\$413.90	
				<b>Total</b>	<b>\$413.90</b>	
Smith, Jason	42646	SEPT2015-208	001-571-20-31-33	Karate Instruction-Aug 2015	\$204.00	
				<b>Total</b>	<b>\$204.00</b>	
Sonsray Machinery LLC	42647	PO9718-08	101-542-30-48-04	Backhoe Parts-FA1034	\$59.14	
			105-576-80-48-01	Backhoe Parts-FA1034	\$59.13	
			408-535-50-48-04	Backhoe Parts-FA1034	\$98.55	
			408-535-50-48-04	Backhoe Parts-FA1034	\$118.30	
			410-531-38-48-01	Backhoe Parts-FA1034	\$59.13	
				<b>Total</b>	<b>\$394.25</b>	
Spectral Laboratories	42648	102050	408-535-10-41-03	Lab Testing	\$242.00	
				<b>Total</b>	<b>\$242.00</b>	
Staples Advantage-Dept LA	42649	3274565325/3274565324	001-514-23-31-01	Office Supplies	\$14.01	

Vendor	Number	Invoice	Account Number	Notes	Amount	
Staples Advantage- Dept LA	42649	3274565325/3274565324	001-571-20-31-21	Office Supplies	\$44.90	
			401-534-10-31-00	Office Supplies	\$14.01	
			408-535-10-31-00	Office Supplies	\$14.02	
			410-531-38-31-00	Office Supplies	\$14.02	
			3275098947	001-513-10-31-00	Copy Paper	\$27.25
				001-514-23-31-02	Copy Paper	\$27.25
				401-534-10-31-00	Copy Paper	\$27.24
				408-535-10-31-00	Copy Paper	\$27.24
				410-531-38-31-00	Copy Paper	\$27.24
				<b>Total</b>	<b>\$237.18</b>	
Sumner Lawn'n Saw	42650	267429	001-521-50-48-03	Presurer Washer Gun for PSB	\$32.81	
			001-522-20-48-02	Presurer Washer Gun for PSB	\$32.80	
			<b>Total</b>	<b>\$65.61</b>		
Tacoma Pierce County Health Dept	42651	INO152342	410-531-10-49-01	Street Waste Handling Permit	\$900.00	
			<b>Total</b>	<b>\$900.00</b>		
The Walls Law Firm	42652	559	001-515-30-41-03	Prosecuting Attorney-Aug 2015	\$1,800.00	
			<b>Total</b>	<b>\$1,800.00</b>		
Verizon Wireless	42653	9750710148	001-514-23-42-00	Cell Phones	\$283.85	
			001-524-20-42-00	Cell Phones	\$58.42	
			104-536-20-42-00	Cell Phones	\$39.63	
			401-534-10-42-01	Cell Phones	\$286.44	
			408-535-10-42-01	Cell Phones	\$286.44	
			9750710149	001-512-50-42-00	Cell Phones	\$58.42
				001-521-20-45-01	Cell Phones	\$584.20
				001-521-50-42-00	Cell Phones	\$690.66
				<b>Total</b>	<b>\$2,288.06</b>	
			Wa. State Dept. of Ecolog	42654	2016-WA0020303	408-535-50-51-00
NR16075001	408-535-50-51-00	Wastewater Permit Renewal for Orting Wastewater Laboratory				\$680.00
<b>Total</b>	<b>\$3,911.36</b>					
Washington State Patrol-Budget And Fiscal Services	42655	115008793	001-521-21-31-01	Background Checks	\$103.25	
			<b>Total</b>	<b>\$103.25</b>		
Whitworth Pest Solutions, INC	42656	280653	410-531-38-48-03	Storm Pond Monitor & Treatment	\$756.16	
			<b>Total</b>	<b>\$756.16</b>		

Vendor	Number	Invoice	Account Number	Notes	Amount
Zumar Industries Inc	42657	0177965	101-542-64-49-00	Street Signs Residential Parking Only	\$234.56
				<b>Total</b>	<b>\$234.56</b>
				<b>Grand Total</b>	<b>\$59,354.40</b>



# Cash and Investment Activity

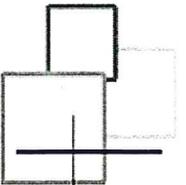
Period: 2015 - August  
Period Totals

Fund	Beginning		Beginning		Activity		Activity		Ending		Ending
	Cash	Investments	Cash	Investments	In	Out	Cash	Investments	Balance		
001	Current Expense	\$401,319.03	\$1,606,601.96	\$247,586.21	\$393,844.50	\$192,670.88	\$1,668,991.82	\$1,861,662.70			
101	City Streets	\$60,919.86	\$194,619.91	\$38,858.55	\$29,119.83	\$57,734.37	\$207,544.12	\$265,278.49			
104	Cemetery	\$3,468.31	\$15,089.69	\$2,021.20	\$2,820.46	\$2,667.95	\$15,090.79	\$17,758.74			
105	Parks Department	\$22,732.66	\$313,998.35	\$18,605.90	\$28,825.38	\$12,490.30	\$314,021.23	\$326,511.53			
107	Tourism Fund	\$0.00	\$4,693.23	\$412.92	\$206.46	\$0.00	\$4,899.69	\$4,899.69			
120	Police Department Drug	\$0.85	\$2,349.20	\$160.41	\$0.17	\$160.92	\$2,349.37	\$2,510.29			
201	Public Safety Bldg Ltgo Debt	\$0.99	\$31,438.88	\$4.58	\$2.29	\$0.99	\$31,441.17	\$31,442.16			
320	Transportation Impact	\$16,409.24	\$489,098.87	\$6,518.28	\$117.47	\$22,774.41	\$489,134.51	\$511,908.92			
401	Water	\$208,363.48	\$1,440,400.73	\$205,727.38	\$72,626.50	\$341,364.65	\$1,440,500.44	\$1,781,865.09			
408	Wastewater	\$195,072.50	\$5,423,968.54	\$140,167.74	\$71,180.61	\$263,751.49	\$5,424,276.68	\$5,688,028.17			
410	Stormwater	\$88,214.22	\$516,450.07	\$69,367.24	\$46,833.85	\$110,709.98	\$516,487.70	\$627,197.68			
412	Utility Land Acquisition	\$7,779.56	\$1,037,356.56	\$151.16	\$75.58	\$7,779.56	\$1,037,432.14	\$1,045,211.70			
631	Payroll Fund	\$32,605.96	\$0.00	\$154,684.08	\$151,967.09	\$35,322.95	\$0.00	\$35,322.95			
632	Claims Fund	\$144,208.44	\$0.00	\$217,016.69	\$191,900.21	\$169,324.92	\$0.00	\$169,324.92			
633	Treasurer's Trust	\$0.00	\$0.00	\$2,896.26	\$2,896.26	\$0.00	\$0.00	\$0.00			
634	Customer Deposits	\$35,683.88	\$111,400.33	\$2,700.00	\$3,900.00	\$34,483.88	\$111,400.33	\$145,884.21			
635	Transportation Benefit District	\$104.41	\$115,940.01	\$21,123.70	\$10,561.85	\$104.41	\$126,501.86	\$126,606.27			
701	Cemetery Perpetual Fund	\$327.02	\$490,886.36	\$29.98	\$14.99	\$327.02	\$490,901.35	\$491,228.37			
704	Skinner Estate Fund	\$161.96	\$458,666.07	\$25.28	\$12.64	\$161.96	\$458,678.71	\$458,840.67			
		<b>\$1,217,372.37</b>	<b>\$12,252,958.76</b>	<b>\$1,041,364.41</b>	<b>\$920,212.99</b>	<b>\$1,251,830.64</b>	<b>\$12,339,651.91</b>	<b>\$13,591,482.55</b>			

# Cash Activity In

Period: 2015 - August  
 Period Totals: Period

Fund	Description	Beginning Balance	Receipts	Investment Liquidated	Transfers In	Total Available
001	Current Expense	\$401,319.03	\$185,196.35	\$0.00	\$0.00	\$586,515.38
101	City Streets	\$60,919.86	\$25,934.34	\$0.00	\$0.00	\$86,854.20
104	Cemetery	\$3,468.31	\$2,020.10	\$0.00	\$0.00	\$5,488.41
105	Parks Department	\$22,732.66	\$18,583.02	\$0.00	\$0.00	\$41,315.68
107	Tourism Fund	\$0.00	\$206.46	\$0.00	\$0.00	\$206.46
120	Police Department Drug	\$0.85	\$160.24	\$0.00	\$0.00	\$161.09
201	Public Safety Bldg Ltgo Debt	\$0.99	\$2.29	\$0.00	\$0.00	\$3.28
320	Transportation Impact	\$16,409.24	\$6,482.64	\$0.00	\$0.00	\$22,891.88
401	Water	\$208,363.48	\$205,627.67	\$0.00	\$0.00	\$413,991.15
408	Wastewater	\$195,072.50	\$139,859.60	\$0.00	\$0.00	\$334,932.10
410	Stormwater	\$88,214.22	\$69,329.61	\$0.00	\$0.00	\$157,543.83
412	Utility Land Acquisition	\$7,779.56	\$75.58	\$0.00	\$0.00	\$7,855.14
631	Payroll Fund	\$32,605.96	\$0.00	\$0.00	\$154,684.08	\$187,290.04
632	Claims Fund	\$144,208.44	\$0.00	\$0.00	\$217,016.69	\$361,225.13
633	Treasurer's Trust	\$0.00	\$2,896.26	\$0.00	\$0.00	\$2,896.26
634	Customer Deposits	\$35,683.88	\$2,700.00	\$0.00	\$0.00	\$38,383.88
635	Transportation Benefit District	\$104.41	\$10,561.85	\$0.00	\$0.00	\$10,666.26
701	Cemetery Perpetual Fund	\$327.02	\$14.99	\$0.00	\$0.00	\$342.01
704	Skinner Estate Fund	\$161.96	\$12.64	\$0.00	\$0.00	\$174.60
		<b>\$1,217,372.37</b>	<b>\$669,663.64</b>	<b>\$0.00</b>	<b>\$371,700.77</b>	<b>\$2,258,736.78</b>



# Cash Activity In

Period: 2015 - August  
 Period Totals: Fiscal

Fund	Description	Beginning Balance	Receipts	Investment Liquidated	Transfers In	Total Available
001	Current Expense	\$123,363.51	\$2,413,991.83	\$808,461.68	\$750.00	\$3,346,567.02
101	City Streets	\$86,165.06	\$242,885.29	\$100,000.00	\$0.00	\$429,050.35
104	Cemetery	\$13,055.93	\$22,074.03	\$3,000.00	\$0.00	\$38,129.96
105	Parks Department	\$241,126.30	\$163,104.23	\$12,000.00	\$8,375.00	\$424,605.53
107	Tourism Fund	\$0.00	\$1,257.62	\$0.00	\$0.00	\$1,257.62
120	Police Department Drug	\$901.97	\$517.14	\$0.00	\$0.00	\$1,419.11
201	Public Safety Bldg Ltgo Debt	\$3,606.85	\$2.36	\$0.00	\$51,400.00	\$55,009.21
320	Transportation Impact	\$380,490.29	\$51,677.55	\$0.00	\$0.00	\$432,167.84
401	Water	\$582,406.78	\$1,155,835.79	\$170,710.84	\$0.00	\$1,908,953.41
408	Wastewater	\$3,351,633.55	\$1,491,632.10	\$763,436.92	\$0.00	\$5,606,702.57
410	Stormwater	\$297,183.84	\$3,080,766.41	\$25,000.00	\$0.00	\$3,402,950.25
412	Utility Land Acquisition	\$838,572.91	\$215.40	\$1,000.00	\$47,900.00	\$887,688.31
631	Payroll Fund	\$132,179.07	\$0.00	\$0.00	\$1,065,551.95	\$1,197,731.02
632	Claims Fund	\$90,843.65	\$0.00	\$0.00	\$4,882,400.89	\$4,973,244.54
633	Treasurer's Trust	\$0.00	\$33,027.91	\$0.00	\$0.00	\$33,027.91
634	Customer Deposits	\$36,390.97	\$18,640.00	\$0.00	\$0.00	\$55,030.97
635	Transportation Benefit District	\$1,023.21	\$90,017.49	\$1,000.00	\$0.00	\$92,040.70
701	Cemetery Perpetual Fund	\$200,563.32	\$844.65	\$150,575.28	\$1,265.00	\$353,248.25
704	Skinner Estate Fund	\$169,705.92	\$842.70	\$150,575.28	\$0.00	\$321,123.90
		\$6,549,213.13	\$8,767,332.50	\$2,185,760.00	\$6,057,642.84	\$23,559,948.47

# Cash Activity Out

Period: 2015 - August  
 Period Totals: Period

Fund	Description	Investments Acquired	Transfer Claims/Payroll	Other Transfers	Disbursements	Total Used	Ending Balance
001	Current Expense	\$62,389.86	\$198,278.12	\$0.00	\$133,176.52	\$393,844.50	\$192,670.88
101	City Streets	\$12,924.21	\$13,793.50	\$0.00	\$2,402.12	\$29,119.83	\$57,734.37
104	Cemetery	\$1.10	\$1,665.31	\$0.00	\$1,154.05	\$2,820.46	\$2,667.95
105	Parks Department	\$22.88	\$24,044.85	\$0.00	\$4,757.65	\$28,825.38	\$12,490.30
107	Tourism Fund	\$206.46	\$0.00	\$0.00	\$0.00	\$206.46	\$0.00
120	Police Department Drug	\$0.17	\$0.00	\$0.00	\$0.00	\$0.17	\$160.92
201	Public Safety Bldg Ligo Debt	\$2.29	\$0.00	\$0.00	\$0.00	\$2.29	\$0.99
320	Transportation Impact	\$35.64	\$81.83	\$0.00	\$0.00	\$117.47	\$22,774.41
401	Water	\$99.71	\$48,581.46	\$0.00	\$23,945.33	\$72,626.50	\$341,364.65
408	Wastewater	\$308.14	\$48,732.47	\$0.00	\$22,140.00	\$71,180.61	\$263,751.49
410	Stormwater	\$37.63	\$36,523.23	\$0.00	\$10,272.99	\$46,833.85	\$110,709.98
412	Utility Land Acquisition	\$75.58	\$0.00	\$0.00	\$0.00	\$75.58	\$7,779.56
631	Payroll Fund	\$0.00	\$0.00	\$0.00	\$151,967.09	\$151,967.09	\$35,322.95
632	Claims Fund	\$0.00	\$0.00	\$0.00	\$191,900.21	\$191,900.21	\$169,324.92
633	Treasurer's Trust	\$0.00	\$0.00	\$0.00	\$2,896.26	\$2,896.26	\$0.00
634	Customer Deposits	\$0.00	\$0.00	\$0.00	\$3,900.00	\$3,900.00	\$34,483.88
635	Transportation Benefit District	\$10,561.85	\$0.00	\$0.00	\$0.00	\$10,561.85	\$104.41
701	Cemetery Perpetual Fund	\$14.99	\$0.00	\$0.00	\$0.00	\$14.99	\$327.02
704	Skinner Estate Fund	\$12.64	\$0.00	\$0.00	\$0.00	\$12.64	\$161.96
		\$86,693.15	\$371,700.77	\$0.00	\$548,512.22	\$1,006,906.14	\$1,251,830.64

# Cash Activity Out

Period: 2015 - August  
 Period Totals: Fiscal

Fund	Description	Investments		Transfer	Other	Disbursements	Total		Ending
		Acquired	Claims/Payroll				Transfers	Used	
001	Current Expense	\$644,427.47	\$1,455,202.59	\$59,775.00	\$994,491.08	\$3,153,896.14	\$192,670.88		
101	City Streets	\$162,206.26	\$187,958.19	\$3,000.00	\$18,151.53	\$371,315.98	\$57,734.37		
104	Cemetery	\$14,516.92	\$11,341.05	\$1,265.00	\$8,339.04	\$35,462.01	\$2,667.95		
105	Parks Department	\$267,244.90	\$108,926.62	\$1,500.00	\$34,443.71	\$412,115.23	\$12,490.30		
107	Tourism Fund	\$1,257.62	\$0.00	\$0.00	\$0.00	\$1,257.62	\$0.00		
120	Police Department Drug	\$1,258.19	\$0.00	\$0.00	\$0.00	\$1,258.19	\$160.92		
201	Public Safety Bldg Ltgo	\$31,374.47	\$0.00	\$0.00	\$23,633.75	\$55,008.22	\$0.99		
	Debt								
320	Transportation Impact	\$408,814.26	\$579.17	\$0.00	\$0.00	\$409,393.43	\$22,774.41		
401	Water	\$836,825.03	\$547,366.21	\$17,500.00	\$165,897.52	\$1,567,588.76	\$341,364.65		
408	Wastewater	\$4,150,873.08	\$729,259.64	\$22,900.00	\$439,918.36	\$5,342,951.08	\$263,751.49		
410	Stormwater	\$302,966.45	\$2,905,440.57	\$3,000.00	\$80,833.25	\$3,292,240.27	\$110,709.98		
412	Utility Land Acquisition	\$879,908.75	\$0.00	\$0.00	\$0.00	\$879,908.75	\$7,779.56		
631	Payroll Fund	\$0.00	\$0.00	\$0.00	\$1,162,408.07	\$1,162,408.07	\$35,322.95		
632	Claims Fund	\$0.00	\$0.00	\$0.00	\$4,803,919.62	\$4,803,919.62	\$169,324.92		
633	Treasurer's Trust	\$0.00	\$0.00	\$0.00	\$33,027.91	\$33,027.91	\$0.00		
634	Customer Deposits	\$0.00	\$0.00	\$0.00	\$20,547.09	\$20,547.09	\$34,483.88		
635	Transportation Benefit District	\$90,017.49	\$1,878.80	\$0.00	\$40.00	\$91,936.29	\$104.41		
701	Cemetery Perpetual Fund	\$352,921.23	\$0.00	\$0.00	\$0.00	\$352,921.23	\$327.02		
704	Skinner Estate Fund	\$320,211.94	\$0.00	\$750.00	\$0.00	\$320,961.94	\$161.96		
		<b>\$8,464,824.06</b>	<b>\$5,947,952.84</b>	<b>\$109,690.00</b>	<b>\$7,785,650.93</b>	<b>\$22,308,117.83</b>	<b>\$1,251,830.64</b>		

# Investments Activity

Period: 2015 - August  
 Period Totals: Period

Fund	Description	Beginning Balance	Investments Acquired	Liquidated	Reinvested Interest	Ending Balance
001	Current Expense	\$1,606,601.96	\$62,389.86	\$0.00	\$0.00	\$1,668,991.82
101	City Streets	\$194,619.91	\$12,924.21	\$0.00	\$0.00	\$207,544.12
104	Cemetery	\$15,089.69	\$1.10	\$0.00	\$0.00	\$15,090.79
105	Parks Department	\$313,998.35	\$22.88	\$0.00	\$0.00	\$314,021.23
107	Tourism Fund	\$4,693.23	\$206.46	\$0.00	\$0.00	\$4,899.69
120	Police Department Drug	\$2,349.20	\$0.17	\$0.00	\$0.00	\$2,349.37
201	Public Safety Bldg Ligo Debt	\$31,438.88	\$2.29	\$0.00	\$0.00	\$31,441.17
320	Transportation Impact	\$489,098.87	\$35.64	\$0.00	\$0.00	\$489,134.51
401	Water	\$1,440,400.73	\$99.71	\$0.00	\$0.00	\$1,440,500.44
408	Wastewater	\$5,423,968.54	\$308.14	\$0.00	\$0.00	\$5,424,276.68
410	Stormwater	\$516,450.07	\$37.63	\$0.00	\$0.00	\$516,487.70
412	Utility Land Acquisition	\$1,037,356.56	\$75.58	\$0.00	\$0.00	\$1,037,432.14
631	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
632	Claims Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
633	Treasurer's Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
634	Customer Deposits	\$111,400.33	\$0.00	\$0.00	\$0.00	\$111,400.33
635	Transportation Benefit District	\$115,940.01	\$10,561.85	\$0.00	\$0.00	\$126,501.86
701	Cemetery Perpetual Fund	\$490,886.36	\$14.99	\$0.00	\$0.00	\$490,901.35
704	Skinner Estate Fund	\$458,666.07	\$12.64	\$0.00	\$0.00	\$458,678.71
		\$12,252,958.76	\$86,693.15	\$0.00	\$0.00	\$12,339,651.91

INVESTMENTS POOL FOR MONTH ENDING AUGUST 2015

FUNDS:	001 GENERAL FUND	101 STREET FUND	104 CEMETERY FUND	105 PARKS FUND	107 TOURISM FUND	120 POLICE DEPT DRUG FUND	201 PSB LTGO BOND FUND	320 TRAFFIC IMPACT	401 WATER FUND	408 WASTEWATER FUND	410 STORMWATER FUND	412 UTILITY FACILITY	634 CUSTOMER DEPOSIT	635 TBD FEES	701 IRREDUCIBLE CEMETARY	704 SKINNER ESTATE	TOTAL
BEG. BAL.	\$1,543,568.44	\$194,619.91	\$15,089.69	\$313,998.35	\$4,693.23	\$2,349.20	\$31,438.88	\$489,098.87	\$1,368,554.12	\$4,229,127.03	\$516,490.07	\$1,037,356.56	\$111,400.33	\$115,940.01	\$205,739.03	\$173,518.74	\$10,382,942.46
Pool Interest	\$113.23	\$14.18	\$1.10	\$22.88	\$0.34	\$0.17		\$35.64	\$99.71	\$308.14	\$37.63	\$75.58	\$0.00	\$8.45	\$14.99	\$12.64	\$746.97
Invest Sale														\$0.00			\$0.00
Invest Sale 2					\$206.12									\$10,553.40			\$85,946.18
State Remit	\$62,276.63	\$12,910.03			\$0.00								\$0.00	\$0.00			\$0.00
Invest Purch (to LGIP)*														\$0.00			\$0.00
Invest Purch (to LGIP)*														\$0.00			\$0.00
Subtotal	\$1,605,958.30	\$207,544.12	\$15,090.79	\$314,021.23	\$4,899.69	\$2,349.37	\$31,441.17	\$489,134.51	\$1,368,653.83	\$4,229,435.17	\$516,487.70	\$1,037,432.14	\$111,400.33	\$126,501.86	\$205,754.02	\$173,531.38	\$10,439,635.61
US Bank	\$63,033.52								\$71,846.61	\$1,194,841.51					\$285,147.33	\$285,147.33	\$1,900,016.30
Negative Invest Purchase	\$0.00								\$0.00	\$0.00					\$0.00	\$0.00	\$0.00
Invest Purchase	\$0.00								\$0.00	\$0.00					\$0.00	\$0.00	\$0.00
Invest Sale	\$0.00								\$0.00	\$0.00					\$0.00	\$0.00	\$0.00
Inv Sale/prd Accrued It	\$0.00								\$0.00	\$0.00					\$0.00	\$0.00	\$0.00
Subtotal	\$63,033.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,846.61	\$1,194,841.51	\$0.00	\$0.00	\$0.00	\$0.00	\$285,147.33	\$285,147.33	\$1,900,016.30
END BAL.	\$1,668,991.82	\$207,544.12	\$15,090.79	\$314,021.23	\$4,899.69	\$2,349.37	\$31,441.17	\$489,134.51	\$1,440,500.44	\$5,424,276.68	\$516,487.70	\$1,037,432.14	\$111,400.33	\$126,501.86	\$490,901.35	\$458,678.71	\$12,339,651.91

7/23/2015 NOTE: 635 Transportation Benefit District (TBD) Vehicle Fees was Fund 109; changed 1/21/15 per SAO retroactive to 1/1/14  
Fund titles changed to be consistent with OMC Ordinances, e.g., 701 was Investment Trust and Cemetery Perpetual



**City of Orting**  
*City Council Staff Report*

**Date:** 9/9/15

**Prepared By:** Rachel Pitzel

**Agenda Item:** Ordinance No. 2015-970, Indemnification of Employees and Officers

<b>Issue Synopsis:</b>	The city council, subject to certain conditions, desires to provide its elected officials, employees, and volunteers with assurance that their actions, performed in furtherance of the city's goals and objectives, performed in good faith and within the scope of their duties, will not subject them to out of pocket costs involved in defending against lawsuits and paying damages awards.
<b>Background:</b>	RCW 4.96 provides that local governmental entities may create a procedure by resolution or ordinance for providing indemnification and defense for an official, employee or volunteer for actions or proceedings for damages arising from acts or omissions while performing or in good faith purporting to perform his or her official duties.
<b>Policy Options:</b>	Approve, amend, deny.
<b>Analysis:</b>	Desire to adopt provisions indemnifying City employees, officer, and volunteers for action or proceeding for damages arising from acts or omission while performing or in good faith to perform their duties.
<b>Fiscal Impact:</b>	Fund(s): N/A Expenditure Required: N/A Amount Budgeted: NA Additional Appropriation Required: N/A
<b>Policy Questions:</b>	See above
<b>Staff Recommendation:</b>	Approve
<b>Parks Commission Recommendation:</b>	Approve
<b>Attachments:</b>	Ordinance adopting Title 1, Chapter 14 of the OMC

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2015-970**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, ADOPTING ORTING CITY CODE TITLE  
1, CHAPTER 14 REGARDING INDEMNIFICATION OF  
EMPLOYEES AND OFFICERS; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

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WHEREAS, the City desires to adopt provisions indemnifying City employees, officers, and volunteers; and

WHEREAS, RCW 4.96 provides that local governmental entities may create a procedure by resolution or ordinance for providing indemnification and defense for an official, employee or volunteer for actions or proceedings for damages arising from acts or omissions while performing or in good faith purporting to perform his or her official duties; and

WHEREAS, the city council, subject to certain conditions, desires to provide its elected officials, employees, and volunteers with assurance that their actions, performed in furtherance of the city's goals and objectives, performed in good faith and within the scope of their duties, will not subject them to out of pocket costs involved in defending against lawsuits and paying damages awards.

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

Title 1. Chapter 14. Indemnification of Employees and Officers. Chapter 14. "Indemnification of Employees and Officers" is added to the Orting Municipal Code and reads as follows:

**Chapter 14  
Indemnification of Employees and Officers**

**Sections:**

- 1-14-1     Definitions.**
- 1-14-2     Legal representation.**
- 1-14-3     Exclusions.**
- 1-14-4     Determination of exclusion.**
- 1-14-5     Representation and payment of claims - Conditions.**
- 1-14-6     Effect of compliance with conditions.**
- 1-14-7     Failure to comply with conditions.**
- 1-14-8     Reimbursement of incurred expenses.**

**1-14-9 Conflict with provisions of insurance policies.**

**1-14-10 Pending claims.**

**1-14-1: DEFINITIONS:**

Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:

A. "Employee" means any person who is or has been employed by the city.

B. "Official" means any person who is serving or has served as an elected city official, and any person who is serving or has served as an appointed member of any city board, commission, committee or other appointed position with the city.

C. "Volunteer" means a volunteer as defined in RCW 51.12.035, as amended.

**1-14-2: LEGAL REPRESENTATION:**

A. As a condition of service or employment the city shall provide to an official, employee, or volunteer subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official, employee, or volunteer may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official, employee, or volunteer resulting from any conduct, act or omission of such official, employee, or volunteer performed or omitted on behalf of the city in his capacity as a city official, employee, or volunteer which act or omission is within the scope of his service or employment with the city. Legal representation shall also be provided to the spouse of such official, employee or volunteer when a lawsuit is also filed against the spouse and community property of the official, employee or volunteer. This chapter is subject to repeal or modification at the sole discretion of the city council.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise;  
or

2. A conflict of interest or ethical bar exists with respect to said representation.

C. In the event that outside counsel is retained under subparagraph (B)(2), the city shall indemnify the employee from the reasonable costs of defense provided that in no event shall the officer or employee be indemnified for attorneys' fees in excess of the hourly rates established by the city's contract with its city attorney. The officer or employee shall be liable for all hourly charges in excess of said rate.

**1-14-3: EXCLUSIONS:**

A. In no event shall legal defense or indemnification be offered under this chapter by the city to:

1. Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or employee;

2. Any act or course of conduct of an official or employee, which is not performed on behalf of the city;

3. Any act or course of conduct which is outside the scope of an official's or employee's service or employment with the city; and/or

4. Any lawsuit brought against an official or employee by or on behalf of the city. Nothing herein shall be construed to waive or impair the right of the city council to institute suit or counterclaim against any official or employee nor to limit its ability to discipline or terminate an employee.

B. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the city or the official or employee is insured against loss or damages under the terms of any valid insurance policy or a similar loss coverage policy, provided that this chapter shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this chapter are intended to be secondary to any contract or policy of insurance owned or applicable to any official or employee. An employee or official shall utilize any such policy protection prior to requesting the protection afforded by this chapter.

**1-14-4: DETERMINATION OF EXCLUSION:**

The determination of whether an official or employee shall be afforded a defense by the city under the terms of this chapter shall be determined by the city council on the recommendation of the mayor. The decision of the city council shall be final as a legislative determination of the council. Nothing herein shall preclude the city from undertaking an officer's or employee's defense under a reservation of rights.

**1-14-5: REPRESENTATION AND PAYMENT OF CLAIMS - CONDITIONS:**

The provisions of this chapter shall apply only when the following conditions are met:

A. In the event of any incident or course of conduct potentially giving rise to a claim for damage, or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the city attorney written notice thereof, identifying

the official or employee involved, all information known to the official or employee involved with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses;

B. Upon receipt thereof, the official or employee shall deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the city attorney, and shall cooperate with the city attorney or an attorney designated by the city attorney, and, upon request, assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the city because of any damage or claim of loss arising from said incident or course of conduct, including but not limited to rights of recovery for costs and attorneys' fees arising out of any state or federal statute upon a determination that the suit brought is frivolous in nature;

C. Such official or employee shall attend interviews, depositions, hearings and trials and shall assist in securing and giving evidence and obtaining attendance of witnesses all without any additional compensation to the official or employee, and in the event that an employee has left the employ of the city, no fee or compensation shall be provided; and

D. Such official or employee shall not accept nor voluntarily make any payment, assume any obligation, or incur any expense relating to said claim or suit, other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss, or damage.

**1-14-6: EFFECT OF COMPLIANCE WITH CONDITIONS:**

If legal representation of an official or employee is undertaken by the city attorney, all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the city shall pay such judgment or settlement, provided, that the city may, at its discretion, appeal as necessary such judgment.

**1-14-7: FAILURE TO COMPLY WITH CONDITIONS:**

In the event that any official or employee fails or refuses to comply with any of the conditions of this chapter, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter shall be inapplicable, and have no force or effect with respect to any such claim or litigation.

**1-14-8: REIMBURSEMENT OF INCURRED EXPENSES:**

A. If the city determines that an official or employee does not come within the

provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the city shall pay any judgment rendered against the official or employee and reasonable attorneys' fees incurred in defending against the claim. The city shall pay any attorneys' fees incurred in obtaining the determination that such claim is covered by the provisions of this chapter.

B. If the city determines that a claim against a city official or employee does come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within the provisions of this chapter, then the official or employee involved shall reimburse the city for any judgment, costs or expenses, including reasonable attorneys' fees incurred by the city in defending the official or employee against the claim.

**1-14-9: CONFLICT WITH PROVISIONS OF INSURANCE POLICY:**

A. Nothing contained in this chapter shall be construed to modify or amend any provision of any policy of insurance where any city official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided, however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide the coverage detailed in this chapter outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter.

B. If a bargaining unit contract covers the subject of any of the provisions of this chapter, all employees subject to the contract shall be governed by the terms of the contract. If there is a conflict between the contract provisions and this chapter, the contract provisions shall control.

**1-14-10: PENDING CLAIMS:**

The provisions of this chapter shall apply to any pending claim or lawsuit against an official or employee, or any such claim or lawsuit hereafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit.

Section 2. 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 3. 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 REGULAR MEETING THEREOF ON  
THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2015.

CITY OF ORTING

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Mayor Joachim Pestinger

ATTEST/AUTHENTICATED:

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Rachel Pitzel, City Clerk

Approved as to form:

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John P. Long, Jr., City Attorney  
Kenyon Disend, PLLC

Filed with the City Clerk: 09/09/15  
Passed by the City Council: 09/09/15  
Date of Publication: 09/11/15  
Effective Date: 09/16/15



**City of Orting**  
*City Council Staff Report*

**Date:** 9/9/15

**Prepared By:** Chief Drake

**Agenda Item:** Records Management System (RMS) Support Contract

**Issue Synopsis:**

The “Total Enforcement” (TE) records management system (RMS) is our database for tracking all police records. This software is crucial to maintaining our records and complying with the mandated National Incident Based Reporting System (NIBRS). Additionally, this newer RMS software allows sharing of data with other police departments and automatically reports NIBRS information to the state repository. The cost of this software maintenance was budgeted for and it is vital we have support for TE under our dispatch agreement.

**Background:**

The Orting Police Department, since 2001 used a records management system called “PS Net”. When designed in the late 1990s it allowed the tracking of police records and complied with the then required Federal Bureau of Investigation (FBI) Uniform Code Reporting (UCR) system. Over the past decade, the requirements by the FBI were updated and the UCR requirement was replaced by the NIBRS as the newer national standard. It was mandated for all police departments to begin reporting under this requirement in January 2013. The older “PS Net” did not meet NIBRS requirements and the Orting Police Department used a manual “labor intensive” means of reporting data. Additionally, the PS Net system became economically unfeasible for the Orting Police Department to continue to operate once the Buckley Dispatch Center closed last year. The use of the TE is our “avenue” to meet the newer NIBRS requirement and share cost of records management with other departments (TE is used by Fife, Milton & Buckley PD). It also provides greater data analysis of crime trends.

**Policy Options:**

Approve, Amend or Deny.

**Analysis:**

Least costly option to meet database requirements and share data.

**Fiscal Impact:**

Fund(s): 001-521-50-41-05  
Expenditure Required: \$ 3,500  
Amount Budgeted: \$ 3,500  
Additional Appropriation Required: 0

**Policy Questions:**

N/A

**Staff  
Recommendation:**

Approve

**Public Safety  
Commission  
Recommendation:**

Approve

**Attachments:**

RMS Agreement Contract and Exhibit A

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2015-11**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER  
INTO AN INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF ORTING AND THE CITY OF FIFE REGARDING  
RECORDS MANAGEMENT SERVICES**

**WHEREAS**, RCW 39.34.080 and other Washington law, as amended, authorizes any public agency to enter into an interlocal agreement to permit another public agency to perform any governmental service, activity or undertaking which either is authorized by law to perform; and

**WHEREAS**, the City of Fife maintains a Total Enforcement RMS Hosted Solution provided by Tiburon, Inc. that provides comprehensive cloud based records management service for police records (“RMS Services”); and

**WHEREAS**, the City of Fife’s contract with Tiburon, Inc. allows it to offer the RMS Services to other government entities; and

**WHEREAS**, Fife and Orting desire to enter into this Interlocal Agreement for the purpose of allowing Orting to use the RMS Service for the term of four years through February 28, 2016;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to enter into an Interlocal agreement between the City of Orting and the City of Fife, in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, AT AN OPEN PUBLIC MEETING THEREOF HELD THIS 9<sup>TH</sup> DAY OF SEPTEMBER, 2015.**

CITY OF ORTING

\_\_\_\_\_  
Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Rachel Pitzel, City Clerk

Approved as to form:

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John P. Long, Jr.  
Kenyon Disend, PLLC  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.:  
Date Posted:



## Fife Police Department

James M. Paulson Criminal Justice Center  
3737 Pacific Highway E. Fife, Washington 98424-1135  
Phone: (253) 922-6633 / Fax (253) 922-1220

March 2, 2015

Chief Bill Drake  
Orting Police Department  
401 Washington Ave SE,  
PO Box 489  
Orting, WA 98360

Chief Drake,

Enclosed you will find the new contract agreement for Records Management System Service. In review of this I believe you find everything as we discussed in early December.

As you can see, it is a four year term with a yearly escalator for service. I think you will find the system to be very cost effective for continuity of your operations.

The new RMS system is scheduled to go into effect March 1<sup>st</sup> and training of staff is underway.

Please sign and return both copies of the contract directly to our Deputy City Clerk Michelle Merlino. Michelle will complete the execution of the contracts for the City of Fife and forward a copy back to you.

Thank you for your consideration in this matter, and if there are any questions please feel free to contact me directly.

Sincerely

Mark Mears  
Chief of Police  
Fife Police Department

***"The department serves the people of Fife by providing law enforcement services in a professional and courteous manner, and it is to these people that the department is ultimately responsible."***

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF FIFE AND THE CITY OF ORTING  
REGARDING RMS SERVICES**

1. Date and Parties.

This agreement, for reference purposes only, is dated the \_\_\_\_\_ day of February, 2015, and is entered into between the City of Fife (hereinafter "Fife") and the City of Orting (hereinafter "Orting") under authority of the Interlocal Cooperation Act (Chapter 39.34 RCW) and the laws governing non-charter code cities.

2. Recitals.

2.1 Pursuant to RCW 35A.11.040, and Chapter 39.34 RCW, Fife and Orting have the legal authority to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

2.2 Fife maintains a Total Enforcement RMS Hosted Solution provided by Tiburon, Inc. that provides comprehensive cloud based records management service for police records ("RMS Services").

2.3 Fife's contract with Tiburon, Inc. allows it to offer the RMS Services to other government entities, including Orting.

2.4 Fife and Orting desire to enter into this interlocal agreement for the purpose of allowing Orting to use the RMS Services.

Now, therefore it is hereby agreed by and between the parties hereto as follows:

3. RMS Services. Fife agrees to provide to Orting with RMS user licenses for the Total Enforcement RMS Hosted Solution for police records, pursuant to the agreement entered into between Fife and Tiburon attached hereto as Exhibit A.

4. Agreement Term. The term of this Agreement shall be four years, commencing on March 1, 2015, provided either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of early termination, the annual payment shall be prorated as of the date of termination.

5. Fees. For the RMS Services provided herein, Orting shall pay Fife the sum of \$3500 for the first year (March 1, 2015 through February 28, 2016). Annual compensation for each year thereafter shall increase by 5% of the prior year. Annual payments shall be made on or before April 1 each year.

6. Ownership of Information. All data and other records, including data and records of either city entered into any database, files, and data stores of Fife or Orting or supplied to Tiberon by either city are and shall remain the sole property of the city which entered or provided it.

7. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The City Manager of Fife, or his designee shall be responsible for working with the Mayor of Orting, or his/her designee to administer the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. The parties will cooperatively work together to further the intent and purpose of this Agreement.

8. Indemnification.

8.1 Orting agrees to indemnify and hold Fife, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Orting, its elected officials, officers, employees, agents, and volunteers or by Orting's breach of this Agreement.

8.2 Fife agrees to indemnify and hold Orting, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Fife, its elected officials, officers, employees, agents, and volunteers or by Fife's breach of this Agreement.

8.3 In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

8.4 FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

8.5 The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

9. Assignment. Neither party may assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

10. Venue and Attorneys' Fees. This Agreement shall be governed in all respects by the laws of the State of Washington. The Venue for any dispute related to this Agreement shall be with the Pierce County Superior Court, Tacoma, Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

11. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City of Fife  
Attn: Subir Mukerjee  
City Manager  
5411 23<sup>rd</sup> Street East  
Fife, WA 98424

City of Orting  
Attn:  
\_\_\_\_\_  
\_\_\_\_\_

12. Modification. This Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both parties.

13. Signature Authority

13.1 The Fife City Manager was authorized to execute this agreement by Resolution No. \_\_\_\_ adopted by a majority of the entire City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, at a regularly scheduled Council meeting. Fife shall record its agreement with Pierce County and/or post it on the Fife City website prior to its entry into force.

13.2 The Orting Mayor was authorized to execute this agreement by Resolution No. \_\_\_\_ adopted by a majority of the entire City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, at a regularly scheduled Council meeting. Orting shall then recorded its agreement with Pierce County and/or post it on the Orting's website prior to its entry into force.

14. No Third-Party Beneficiaries. This Agreement is executed for the sole and exclusive benefit of the signatory parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

*[This space intentionally left blank]*

15. Severability. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

CITY OF FIFE

CITY OF ORTING

By: \_\_\_\_\_  
Subir Mukerjee  
City Manager

By: \_\_\_\_\_  
Joe Pestinger  
Mayor

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Gregory F. Amann  
Assistant City Attorney

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

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF FIFE AND THE CITY OF ORTING  
REGARDING RMS SERVICES**

1. Date and Parties.

This agreement, for reference purposes only, is dated the \_\_\_\_\_ day of February, 2015, and is entered into between the City of Fife (hereinafter "Fife") and the City of Orting (hereinafter "Orting") under authority of the Interlocal Cooperation Act (Chapter 39.34 RCW) and the laws governing non-charter code cities.

2. Recitals.

2.1 Pursuant to RCW 35A.11.040, and Chapter 39.34 RCW, Fife and Orting have the legal authority to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

2.2 Fife maintains a a Total Enforcement RMS Hosted Solution provided by Tiburon, Inc. that provides comprehensive cloud based records management service for police records ("RMS Services").

2.3 Fife's contract with Tiburon, Inc. allows it to offer the RMS Services to other government entities, including Orting.

2.4 Fife and Orting desire to enter into this interlocal agreement for the purpose of allowing Orting to use the RMS Services.

Now, therefore it is hereby agreed by and between the parties hereto as follows:

3. RMS Services. Fife agrees to provide to Orting with RMS user licenses for the Total Enforcement RMS Hosted Solution for police records, pursuant to the agreement entered into between Fife and Tiburon attached hereto as Exhibit A.

4. Agreement Term. The term of this Agreement shall be four years, commencing on March 1, 2015, provided either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of early termination, the annual payment shall be prorated as of the date of termination.

5. Fees. For the RMS Services provided herein, Orting shall pay Fife the sum of \$3500 for the first year (March 1, 2015 through February 28, 2016). Annual compensation for each year thereafter shall increase by 5% of the prior year. Annual payments shall be made on or before April 1 each year.

6. Ownership of Information. All data and other records, including data and records of either city entered into any database, files, and data stores of Fife or Orting or supplied to Tiberon by either city are and shall remain the sole property of the city which entered or provided it.

7. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The City Manager of Fife, or his designee shall be responsible for working with the Mayor of Orting, or his/her designee to administer the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. The parties will cooperatively work together to further the intent and purpose of this Agreement.

8. Indemnification.

8.1 Orting agrees to indemnify and hold Fife, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Orting, its elected officials, officers, employees, agents, and volunteers or by Orting's breach of this Agreement.

8.2 Fife agrees to indemnify and hold Orting, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Fife, its elected officials, officers, employees, agents, and volunteers or by Fife's breach of this Agreement.

8.3 In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

8.4 FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

8.5 The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

9. Assignment. Neither party may assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

10. Venue and Attorneys' Fees. This Agreement shall be governed in all respects by the laws of the State of Washington. The Venue for any dispute related to this Agreement shall be with the Pierce County Superior Court, Tacoma, Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

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Attn:  
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12. Modification. This Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both parties.

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13.1 The Fife City Manager was authorized to execute this agreement by Resolution No. \_\_\_\_ adopted by a majority of the entire City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, at a regularly scheduled Council meeting. Fife shall record its agreement with Pierce County and/or post it on the Fife City website prior to its entry into force.

13.2 The Orting Mayor was authorized to execute this agreement by Resolution No. \_\_\_\_ adopted by a majority of the entire City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, at a regularly scheduled Council meeting. Orting shall then recorded its agreement with Pierce County and/or post it on the Orting's website prior to its entry into force.

14. No Third-Party Beneficiaries. This Agreement is executed for the sole and exclusive benefit of the signatory parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

*[This space intentionally left blank]*

15. Severability. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

CITY OF FIFE

CITY OF ORTING

By: \_\_\_\_\_  
Subir Mukerjee  
City Manager

By: \_\_\_\_\_  
Joe Pestinger  
Mayor

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Gregory F. Amann  
Assistant City Attorney

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



DispatchNow CAD & Total Enforcement RMS Hosted Solution

For

Fife PD, WA <sup>(1)</sup>

1- This Quote Document is being provided to the Client subject to the terms and conditions set forth in the Master Subscription Terms and Conditions document, which is attached hereto and incorporated herein by this reference



## SUMMARY

<b>DispatchNow Hosted Solution</b>	<b>Monthly Price</b>
DispatchNow CAD Software	\$4,380
DispatchNow CAD Interfaces	\$516
DispatchNow Mobile Software	\$2,144
Total Enforcement RMS Software	\$5,628
Tiburon Services	Included
Software Maintenance Services	Included
<i>One Time Special Discount</i>	<i>-\$5,668</i>
<b>TOTAL DISPATCHNOW HOSTED SOLUTION - MONTHLY FIVE YEAR TERM</b>	<b>\$7,000</b>
<b>ONE TIME SET-UP FEES</b>	<b>\$40,000</b>
<b>GRAND TOTAL - FIVE YEARS TERM (DATA CIRCUIT NOT INCLUDED)</b>	<b>\$460,000</b>

\*\*\*The customer is responsible of purchasing and installing premise equipment (server for communication & state interface, desktop computers/OS, site network infrastructure/UPS), Mobile hardware/OS as well as wireless networking infrastructure\*\*\*

\*\*\*The prices indicated above do not include historical Data Conversion\*\*\*



-The DN hosted solution requires a business grade high speed IP broadband connection, including T1, business DSL or business Cable. Any other options must be approved by Tiburon prior to installation.

A customer can choose to lease a T1 circuit based broadband service through Tiburon or to independently provide the broadband service directly from the local service provider; be it T1, business DSL or business Cable.

As an option, wireless broadband services may be leased as a redundant fall-back to the wire line business broadband service. Tiburon recommends that Customers purchase this broadband option directly from the service providers. Service providers of business DSL or cable services typically include the below service level agreement (SLA) as part of their service offering. If Tiburon is providing the connection, Tiburon will pass through these service levels directly to the customer:

Network Availability Commitment:	99% or above with the exception of schedule maintenance.
Network Latency Commitment:	Average round trip transmission of between PSAP and Hosted site of no more than 100 milliseconds.
Network Packet Delivery Commitment:	99.5% or greater.

-The speed and throughput requirements of the DN Hosted solution vary with the number of responses handled by the agency, which is typically directly correlated to the number of DN CAD workstation clients and WebCAD clients (a typical requirement is 1-2Mbps upstream and 2-4Mbps downstream). The Tiburon quote includes the minimum recommended requirement for your specific configuration.

If the network performance requirements stated above are not met and/or there is an interruption of the connection, the system operation will be impacted in the following manner:

If there is a network disconnection of greater than 30 seconds between the Host site and the PSAP, the DN workstations will fall into site autonomy operating mode.

In this mode of operation;

1. DN CAD workstations at the PSAP continue to operate and share transactions among themselves.
2. DN CAD workstations continue to support state queries (assuming that the connection to the state is not via the same broadband connection).
3. DN CAD workstations do not have access to the latest transactions performed by Mobile clients until the network connection is re-established (but no transactions are lost).
4. DN workstations do not have access to historical transaction queries until the network connection is restored.
5. Mobile clients continue to operate but do not have access to the latest transactions performed by the DN CAD workstations until the network connection is re-established (but no transactions are lost).
6. The DN database is updated with all transactions executed while in site autonomy mode as soon as the network connection is restored (again, no transactions are lost).

If the network experiences abnormal latency (beyond the specified 100 milliseconds), although the CAD application will continue to operate and deliver all features & functionality, the CAD user will experience slow application response to requested transactions (e.g. response or unit status update) until this latency condition is removed.

Tiburon is not responsible for performance degradation resulting from network performance falling outside of the requirements stated above, whether or not the broadband service is provided by Tiburon.

-The customer is responsible to provision a wireless connection for mobile traffic. Tiburon anticipates that the customer will use a broadband public wireless service. Private networks can also be supported. Please contact us for more information.



Notes	Description	Quantity		Monthly Total
<b>TIBURON HOSTED SOLUTION - DispatchNow</b>				
1, 2, 3, 8	<b>DispatchNow CAD Software</b>			
	CAD Workstation Licenses	4		\$4,380
			<b>Subtotal</b>	<b>\$4,380</b>
1, 4	<b>DispatchNow CAD Interfaces</b>			
	DispatchNow CAD State Interface	1		\$258
	DispatchNow CAD APCO Advisor Interface	1		\$258
			<b>Subtotal</b>	<b>\$516</b>
1, 5	<b>DispatchNow Mobile Software</b>			
	Mobile Client Licenses	67		\$2,144
			<b>Subtotal</b>	<b>\$2,144</b>
1	<b>Total Enforcement RMS Software</b>			
	RMS User Licenses	120		\$5,628
			<b>Subtotal</b>	<b>\$5,628</b>
6, 7	<b>Tiburon Services</b>			
	Deployment Services - Remote		Included	Included
	CAD Remote Admin Training Services - 5 days, max of 4 students		Included	Included
	CAD Remote Recommendations Training - 3 days, max of 4 students		Included	Included
	CAD Onsite Train The Trainer Training Services - 4 days, max of 8 students		Included	Included
	Mobile Remote Admin Training Services - 1 day, max of 4 students		Included	Included
	Mobile Remote Train The Trainer Training Services - 1 day, max of 8 student		Included	Included
	RMS Training Services - Remote		Included	Included
			<b>Subtotal</b>	<b>\$0</b>
	<b>Software Maintenance Services</b>			
	Help Desk Services		Included	Included
	Software Upgrade Services		Included	Included
			<b>Subtotal</b>	<b>\$0</b>
<b>MONTHLY TOTAL - FIVE YEAR TERM</b>				<b>\$12,668</b>



Notes	Description	Quantity	Monthly Total
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Notes	Description	Quantity	Total
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Tiburon Upfront Fees			
	Hosted setup fees	1	\$40,000
		Subtotal	\$40,000

<b>ONE TIME UPFRONT FEES</b>	<b>\$40,000</b>
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Additional licenses may be ordered at the same SW pricing indicated above. Please note that additional data circuits bandwidth may be required and will be calculated/priced at the moment of the additional licenses order.

## Notes

**Note 1** Hosted Solution pricing includes Help Desk plus Software Updates

Based on this solution, Tiburon is recommending the following minimum HW specs:

### Workstations

- HP Compaq 8200 Elite series
- Windows 7 Professional 32-bit
- Intel core i5 @ 3.3Ghz
- 4GB RAM
- 500GB 7200rpm HDD
- PS/2 mouse
- PS/2 keyboard
- 1 Integrated LAN port
- DVD drive
- Remotely Anywhere Workstation License
- 2 LCD 19" Display

### Communication Interface & State Interface Server

- HP DL360 G7 (63377-001)
- 1 x Intel® Xeon® E5645 (6 core, 2.40 GHz, 12 MB L3, 800W), 16 GB RAM
- (2) 1GbE NC382i Multifunction 4 Ports, HP ILO Advanced
- (2) HP 450GB 2.5 SAS
- HP 12.7MM SATA DVD Drive
- 2 x USB modem
- 1 x port replicator (or actually multi-port serial card)
- 2 x DB9 male to DB9 female cables
- Serial over IP Avocent ESP-4 MI serial Hub
- VMware ESXI (free license)
- Windows 2008 R2 Enterprise edition license.

### MDTs

- Intel Core 2 Duo SL9300 Processor, 1.6GHz
- Minimum 2 GB DDR2-SDRAM
- Free Serial Connection port (AVL device connection)
- Speed wireless Air Cards (HSDPA, 3G cards)
- Windows XP SP3

### RMS Workstations (minimum required specifications)

- Dell OptiPlex 390 - MT - 1 x Core i5 2400 / 3.1 GHz - RAM 4 GB - HDD 1 x 500 GB - DVD±RW
- Windows 7 Professional 64-bit
- Microsoft Office Professional 2010 (optional)

The customer is responsible for loading all the required Microsoft OS for on-site servers and clients. Customer's responsibility is to price, order, stage, install and maintain all PSAP and mobile hardware, software and network components.



For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

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**Note 2** The MSI and XDC servers will be located at customer premises. The remaining DispatchNow servers will be hosted at Tiburon's facility.

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**Note 3** DispatchNow's Map module is a Map viewing software. Customer must supply and maintain GIS data. GIS Data must be ESRI .shp format that conforms to guidelines provided by Tiburon.

In order to ensure timely delivery of the customer order, GIS data is required to be delivered to Tiburon as soon as possible after the order is placed.

A MAP Configuration Tool is included in the our offering.

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**Note 4** Customer is responsible for acquiring a server for NCIC (State Interface) at his premises.

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**Note 5** Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.  
GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer.

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**Note 6** Installation costs cover the installation of 5 Mobile/AVL clients provided that the MDTs can be removed from the vehicles and connected to the PSAP's LAN.

Otherwise, customer is responsible for installing the MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile Installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

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**Note 7** Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project kickoff meeting.

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**Note 8** The bandwidth requirements for the proposed configuration is the following (does not include any optional items):  
Upstream: 1.5Mbps  
Downstream: 1.5Mbps

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## Terms

**PRICING** All prices are in U.S. Funds.  
Taxes, if applicable, are extra.

Upon Customer's acceptance of this Quote Document, Company shall begin preparation of an implementation schedule, to be mutually agreed upon by the parties.

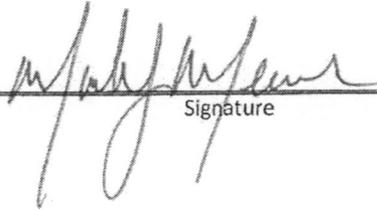
Pricing based on a 60 month commitment.

**PAYMENT** One time payments payable upon contract signature.  
Monthly payment due on the first of each month beginning upon system availability for live use.

**VALIDITY** 120 days

## Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:

  
\_\_\_\_\_  
Signature

3-14-13  
Date

  
\_\_\_\_\_  
Dave Zabell, City Manager

July 17, 2013  
Date

## Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	December 11, 2012
A	Modified pricing	February 11, 2013

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

Upon execution of this agreement ("Effective Date"), the following Master Subscription Terms and Conditions ("Terms and Conditions") shall govern the Services to be provided to \_\_\_\_\_ ("Customer") by Tiburon, Inc., a Virginia corporation, having its principal place of business at 3000 Executive Parkway, Suite 500, San Ramon, California 94583 ("Service Provider"). Unless expressly set forth in the attached Quote Document, no other terms and conditions shall apply to the performance of the Services, including but not limited to any additional terms and conditions on Customer provided purchase order documents.

### 1. Definitions.

"Affiliate" means any governmental entity Customer performs dispatching services on behalf of.

"Customer" means the governmental entity acquiring Service Providers Services.

"Customer Data" means all electronic data or information submitted by Customer to the Service.

"Initial Term" means five (5) years from the date Services are available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Quote Document" means the document provided to Customer by Service Provider which details the pricing for the services to be provided hereunder and is attached hereto as Exhibit A.

"Service" shall mean the services to be provided pursuant to the Quote Document.

"User Guide" means the User manuals and guides provided upon delivery of the Services, as may be updated from time to time.

"Users" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased. Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

### 2. Service.

**2.1 Provision of Service.** During the term of the subscription and any renewal subscription period, Service Provider shall make the Service available to Customer and its Users pursuant to these Terms and Conditions and shall provide maintenance and support services in accordance with the Maintenance and Support Guidelines, which are attached hereto as Exhibit B.

**2.2 Additional Users.** User subscriptions are for a specified number of concurrent Customer Users and/or workstations, as provided in the Quote Document, and cannot be shared or used by others outside of Customer. Customer and/or Customer Affiliates may purchase additional User subscriptions at Service Provider's then current rates subject to these Terms and Conditions. Such additional User subscriptions shall be coterminous with the Customer's Initial Term or Renewal Term, as defined below in Section 11.2, as applicable.

**2.3 Customer Affiliates.** Customer and/or Customer Affiliates may purchase additional User subscriptions subject to these Terms and Conditions.

### 3. Use of the Service.

**3.1 Service Provider Responsibilities.** Service Provider shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide support to Customer in accordance with the Maintenance and Support Guidelines attached hereto as Exhibit A and incorporated herein by this reference, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Service Provider shall give Customer at least 8 hours notice; or (b) any unavailability caused by circumstances beyond Service Provider's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Service Provider employees, contractors or agents), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control.

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

**3.2 Customer Responsibilities.** Customer is responsible for all activities that occur in User accounts and for Users' compliance with these Terms and Conditions. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Service Provider promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, and federal laws in using the Service, and (iv) perform all Customer responsibilities as set forth in these Terms and Conditions.

**3.3 Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by these Terms and Conditions and shall not intentionally: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these Terms and Conditions; (ii) send or store Malicious Code; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

### **4. Fees & Payment.**

**4.1 User Fees and Payment.** The total fee for the services to be provided hereunder is \$ \_\_\_\_\_, with \$ \_\_\_\_\_ due at the time these Terms and Conditions are fully signed by the parties. The remaining \$ \_\_\_\_\_ will be payable in Sixty (60) monthly installments of \$ \_\_\_\_\_ beginning upon Service Provider's determination the Services are available for live production use or six (6) month's from the date these Terms and Conditions are executed by the parties, whichever occurs first. The monthly fees shall be due Net-30 from the first of each month, with the first and last month pro-rated accordingly. A late penalty of three percent (3%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the relevant subscription term. The Customer hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the Contract Price to satisfy its payment obligations hereunder.

**4.2 Suspension of Service.** If Customer's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Service Provider reserves the right to suspend the Service provided to Customer, until such amounts are paid in full at which time Service will be restored.

### **5. Proprietary Rights.**

**5.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Service Provider reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**5.2 Customer Data.** As between Service Provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under these Terms and Conditions. Service Provider shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request.

**5.3 Restrictions.** Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

### **6. Confidentiality.**

**6.1 Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

**6.2 Confidentiality Survival.** The obligations hereunder with respect to each item of Customer Confidential Information and Service Provider Confidential Information shall survive the termination of these Terms and Conditions.

**6.3 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and Conditions, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under these Terms and Conditions, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

**6.4 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).

**6.5 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

### **7. Warranties & Disclaimers.**

**7.1 Warranties.** Each party represents and warrants that it has the legal power to enter into these Terms and Conditions. Service Provider represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein; and (iv) the Service does not infringe any intellectual property rights of any third party.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8. Indemnification.** Service Provider agrees to protect, defend, indemnify, and save the Customer, its agents, officials, employees, or any firm, company, organization, or individual to whom the Customer may be contracted, harmless from and against any and all claims, demands, actions, and causes of action of which Service Provider is given prompt notification and over which Service Provider is given control to resolve (*the "Indemnified Matters"*), which may arise on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from Service Provider's willful misconduct or negligence in the performance of the Services hereunder; provided, however, that in no event shall Service Provider be liable for the accuracy or completeness of Customer Data, and under no circumstances shall Service Provider be liable for special, incidental or consequential damages. Service Provider agrees to further indemnify the Customer for all reasonable expenses and attorney's fees incurred by the Customer in connection with the Indemnified Matters.

**9. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

**10. Insurance.** Service Provider shall procure and maintain in effect during the term of these Terms and Conditions the following insurance coverages, naming Customer as an additional insured, with an insurance company or companies authorized to do business in the State of California and approved by the Customer with a Best rating of no less than A:VII:

**10.1** Workers' Compensation and Employers Liability insurance in accordance with the laws of the State of California with liability limits of Five Hundred Thousand Dollars (\$500,000.00) per accident.

**10.2** Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability including bodily injury, personal injury, and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000), each occurrence, and Two Million Dollars (\$2,000,000) in aggregate limit.

**10.3** Comprehensive Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000.00). Coverage must include all automobiles utilized by Service Provider in connection with its performance of the services hereunder.

**10.4** Service Provider shall endeavor to provide thirty (30) days prior written notice to the Customer in the event of any material change in or cancellation of the policy.

**10.5** Service Provider shall give prompt written notice to the Customer of all known losses, damages, or injuries to any person or to property of the Customer or third persons that may be in any way related to the services being provided hereunder or for which a claim might be made against the Customer. Service Provider shall promptly report to the Customer all such claims that Service Provider has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the Customer may be charged with an obligation to make any payment or reimbursement shall be made by Service Provider without the prior written approval of the Customer.

### **11. Term & Termination.**

**11.1 Term of Terms and Conditions.** These Terms and Conditions are in effect from the Effective Date through the Initial Term and/or any Renewal Term, as defined below, unless otherwise terminated.

**11.2 Term of User Subscriptions.** User subscriptions shall commence upon the Services being made available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider, and continue through the Initial Term, unless terminated earlier in accordance with these Terms and Conditions. Upon completion of the Initial Term or any subsequent Renewal Term, the User subscriptions shall automatically renew for additional one (1) year periods ("Renewal Term") at the list price in effect at the time of renewal unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant subscription term.

**11.3 Termination.** Either party may terminate these Terms and Conditions for convenience at any time for any reason upon at least sixty (60) days advanced written notice to the other party. If Customer terminates these Terms and Conditions at any time prior to the start of the Initial Term, as determined by Service Provider, Customer shall pay six (6) months of the monthly installment payments set forth in Section 4.1 hereof. If Customer terminates these Terms and Conditions at any time during the first three (3) years of the Initial Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Customer terminates these Terms and Conditions for convenience during the fourth (4<sup>th</sup>) year of the Initial Term, Customer shall pay fifty percent (50%) of the remaining fees owed for the Initial Term. If Customer terminates these Terms and Conditions for convenience during the fifth (5<sup>th</sup>) year of the Initial Term, then Customer shall pay twenty-five percent (25%) of the remaining fees owed for the initial term. (Note: There will be no 4<sup>th</sup> or 5<sup>th</sup> year of the Initial Term for Customers who purchase a 3 year Initial Term). Customer shall be responsible for one hundred percent (100%) of the remaining fees owed for the Renewal Term. If Service Provider terminates for convenience, Customer shall be under no further obligation to pay for continued subscription fees after the effective date of termination as specified in Service Provider's notice to Customer. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Service Provider for Customer's failure to satisfy the commitment set forth in these Terms and Conditions on which Customer's pricing is based upon.

**11.4 Return of Customer Data.** Within ninety (90) days after termination of the Services being provided hereunder, Service Provider will provide Customer with a copy of all Customer Data in its native file format as determined by Service Provider. After a copy of the Customer Data has been provided to the Customer, Service Provider shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

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**11.5 Surviving Provisions.** The following provisions shall survive any termination or expiration of these Terms and Conditions: Sections 4, 5, 6, 7, 9, 11, and 12.

**12. General Provisions.**

**12.1 Relationship of the Parties.** Customer and Service Provider are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

**12.2 Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of these Terms and Conditions shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. All notices shall be provided to the following addresses:

If to Service Provider:

Tiburon, Inc.  
Attention: VP of Contracts  
3000 Executive Parkway, Suite 500  
San Ramon, California 94583  
Phone: 925-621-2700  
Fax: 925-621-2799

If to Customer:

Dave Zabell, City Manager

City of Fife

5411 23rd St East

Fife, WA 98424

Phone 253-922-2489

**12.3 Waiver.** In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Terms and Conditions. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of these Terms and Conditions.

**12.4 Amendments.** No amendment or other modification of these Terms and Conditions shall be valid unless pursuant to a written instrument referencing these Terms and Conditions signed by duly authorized representatives of each of the parties hereto.

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

**12.5 Severability.** If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in effect.

**12.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Service Provider may assign these Terms and Conditions in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.7 Third Party Beneficiaries.** This Terms and Conditions is entered into for the sole benefit of the Customer and Service Provider and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in these Terms and Conditions shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to these Terms and Conditions to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with these Terms and Conditions.

**12.8 Anti-Discrimination.** Service Provider agrees that in performing its tasks under these Terms and Conditions, it shall not discriminate against any worker, employee, or applicant, or any member of the public, because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice in violation of any state or federal law.

**12.9 Governing Law.** This Terms and Conditions shall be governed exclusively by the internal laws of the State in which Customer resides, without regard to its conflicts of laws rules.

**12.10 Venue; Waiver of Jury Trial.** The state and federal courts located in the County and State of where the Customer resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms and Conditions. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms and Conditions.

**12.11 Entire Terms and Conditions.** These Terms and Conditions, including all exhibits and addenda hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any exhibit hereto, the terms of such exhibit shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void.

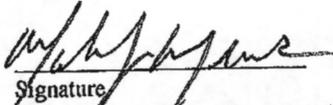
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MASTER SUBSCRIPTION TERMS AND CONDITIONS

13. Signatures

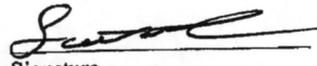
By signing in the designated space below, the parties hereby represent that the person signing has the authority to enter into these Terms and Conditions and thereby agree to be bound by such:

Customer

  
Signature  
Name: MARK MEARS  
Title: Assistant Chief of Police  
Date: 3-14-13

For City of FIRE  
FIRE Police Dept.

Tiburon, Inc.

  
Signature  
Name: Scott Carroll  
Title: Contracts Manager  
Date:

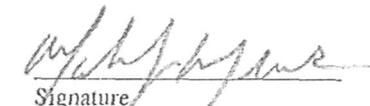
MASTER SUBSCRIPTION TERMS AND CONDITIONS

13. Signatures

By signing in the designated space below, the parties hereby represent that the person signing has the authority to enter into these Terms and Conditions and thereby agree to be bound by such:

Customer

Tiburon, Inc.

  
Signature

\_\_\_\_\_  
Signature

Name: MARK MEARS  
Title: Assistant Chief of Police

Name:

Date: 3-14-13

Title:

For City of FIRE  
FIRE Police Dept.

  
Dave Zabell, City Manager

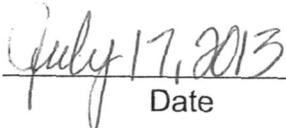
  
Date

Exhibit A  
to  
MASTER SUBSCRIPTION TERMS AND CONDITIONS

Quote Document

The Quote Document shall follow this cover page.

Exhibit B  
to  
MASTER SUBSCRIPTION TERMS AND CONDITIONS  
Maintenance and Support Guidelines

The Maintenance and Support Guidelines shall follow this cover page.

## Hosting Maintenance and Support Guidelines

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## Technical Support Services

Service Provider's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

### Help Desk Service

The Help Desk service includes technical support on products purchased from Service Provider including Service Provider licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all Service Provider products. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Service Provider's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following toll-free number; **1 (877) 441-4648**.

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to [DispatchNowSupport@tiburoninc.com](mailto:DispatchNowSupport@tiburoninc.com) which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Service Provider has received the Customer's email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).

### Help Desk Call Taking Process

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only 'closed' by Service Provider upon positive confirmation from the Customer.

### Escalation Procedure

When the call-back SLA specified in Table A is not met, the Help Desk is instructed to escalate the ticket to the people identified below and advise the Customer that this escalation is in progress. Should the Customer not receive a call from the Help Desk within the call-back SLA, the Customer is free to contact the following escalation contacts directly (in the order indicated):



Help Desk Team Leader	(514) 916-0199
Sr. Manager Technical services	(514) 804-9334
Sr. Manager, SW Development	(514) 916-3995
VP Products	(514) 916-0423

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Internal escalation is automatically triggered in the timeframes defined in the last two columns of Table A in order to ensure that high priority tickets are resolved as quickly as possible.

**Note:**

The call-back time is defined as the interval of time from the moment Service Provider Help Desk received a call for service to the moment a Service Provider technical specialist contacts the site.

**Table A: Ticket Priorities and the Service Level Agreement (SLA)**

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

(1) <b>URGENT</b>	<u>Severe Operational Impact:</u> The system is not operational or the Customer's operation is severely impaired.	<b>15 MINUTES</b>	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on as a high priority until delivered.	<b>IMMEDIATE</b>	<b>1 HOUR</b>
(2) <b>HIGH PRIORITY</b>	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer's normal operation but essential services are still supported.	<b>1 HOUR</b>	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on to be delivered in the next available release.	<b>4 HOURS</b>	<b>START OF NEXT BUSINESS DAY</b>
(3) <b>ROUTINE</b>	<u>Limited Operational Impact:</u> The loss of a non-essential functionality or a failure that is limited to a subset of users.	<b>8 HOURS</b>	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release.	<b>NOT APPLICABLE</b>	<b>NOT APPLICABLE</b>
(4) <b>LOW</b>	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	<b>NEXT BUSINESS DAY</b>	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release or a commercially reasonable effort is made to provide a workaround solution.	<b>NOT APPLICABLE</b>	<b>NOT APPLICABLE</b>
(5) <b>INQUIRY</b>	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	<b>2 BUSINESS DAYS</b>	Technical specialists respond during office hours.	<b>NOT APPLICABLE</b>	<b>NOT APPLICABLE</b>

## Software Updates Program

If the Customer has purchased the Software Updates Program, the Customer will be entitled to receive new General Availability (GA) releases of the Service Provider licensed software products purchased by the Customer.

The Software Updates Program provided hereunder does not include any of the following:

- (a) Installation, configuration and training services. Upon reasonable notice from the Customer, Service Provider will provide a Quote Document to the Customer on a time and materials basis at Service Provider's then current rates for such services;
- (b) Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
- (c) Consultation for new programs or equipment;
- (d) Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
- (e) Correction of errors attributable to software other than the licensed Software.

Upgrade of the Customer's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Customer shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

## Product Specialist and Training Services

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

## Customer Responsibilities

- (a) **Technical Service Tickets** The Customer shall provide all information requested by Service Provider necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.
- (b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Service Provider to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Service Provider. Service Provider personnel will require local administrative control of all servers and workstations involved in Service Provider implementation. In addition,

Service Provider requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Service Provider technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Service Provider's request to halt any System functionality shall require the Customer's appropriate management approval. Service Provider shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Service Provider recognizes the need for security of remote access facilities. Service Provider shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Service Provider shall not be held liable for response times.

Service Provider shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Service Provider shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Service Provider following each remote access as requested by Service Provider.

(c) **Access** The Customer shall provide Service Provider's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Service Provider proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are timely carried out.

(e) **Data Input** The Customer shall enter, update and maintain the input data as required for satisfactory operation of the Service Provider proprietary software, and be responsible for the accuracy of all Customer-provided data.

(f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Service Provider, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Service Provider to request support services there under on the Customer's behalf.

(g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

(h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Service Provider proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Service Provider. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Service Provider; provided, however, that said consent is not intended to constitute in

any manner Service Provider's approval, certification, endorsement, or warranty of the System configuration or System performance.

(i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Service Provider's Technical Support Services department. Database administration shall be in compliance with Service Provider provided guidelines. Service Provider cannot assist Customer personnel other than those on the most current authorization list.

(j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Service Provider's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Service Provider advance written notice designating the new individual authorized to act as the Customer Representative.

(k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Service Provider proprietary software and System training and shall otherwise be familiar with the Service Provider proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Service Provider to aid Service Provider in performing its services hereunder. The Customer may change any individual designated hereunder by providing Service Provider with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Service Provider proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Service Provider proprietary software applications, the Customer shall provide Service Provider a listing of command input, resulting output and any other data, including databases and back-up systems, that Service Provider may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

#### **Exclusions to Technical Support Services**

The following services are outside the scope of the Technical Support Services provided by Service Provider and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed;
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Service Provider's prior approval;
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Service Provider shall not be obligated to repair or replace any component of the System which has not been installed by Service Provider or a Service Provider authorized technician;
- (f) Removal, relocation and/or reinstallation of the System or any component thereof;
- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Service Provider and explicitly covered by a Service Provider warranty or maintenance program.



**City of Orting**  
*City Council Staff Report*

**Date:** 9/9/15

**Prepared By:** Rachel Pitzel

**Agenda Item:** Eagle Scout Project - Kiosk

<b>Issue Synopsis:</b>	A Scout approached the City looking for a project to earn his Eagle Scout status. The City is in need of an information board/kiosk in the park to offer information to the citizens of Orting.
<b>Background:</b>	The kiosk will be in the Park between the trail and the Gazebo on the small hill next to the tree, it will be 12'x10'. It will be covered and offer a corkboard face for information to be placed.
<b>Policy Options:</b>	Approve, Amend, Deny.
<b>Analysis:</b>	The project will be made up of Scouts and supervisory adults and begin in November 2015 with completion being set for December 2015.
<b>Fiscal Impact:</b>	Fund(s): \$0 - Eagle Scout Project is responsible for all purchase.  Expenditure Required: \$0  Amount Budgeted: \$0  Additional Appropriation Required: \$0
<b>Policy Questions:</b>	See Above
<b>Staff Recommendation:</b>	Approve
<b>Parks Commission &amp; Planning Commission Recommendation:</b>	Approve
<b>Attachments:</b>	Letter from Scout Bradley Jackson; sample of Kiosk

Hi,

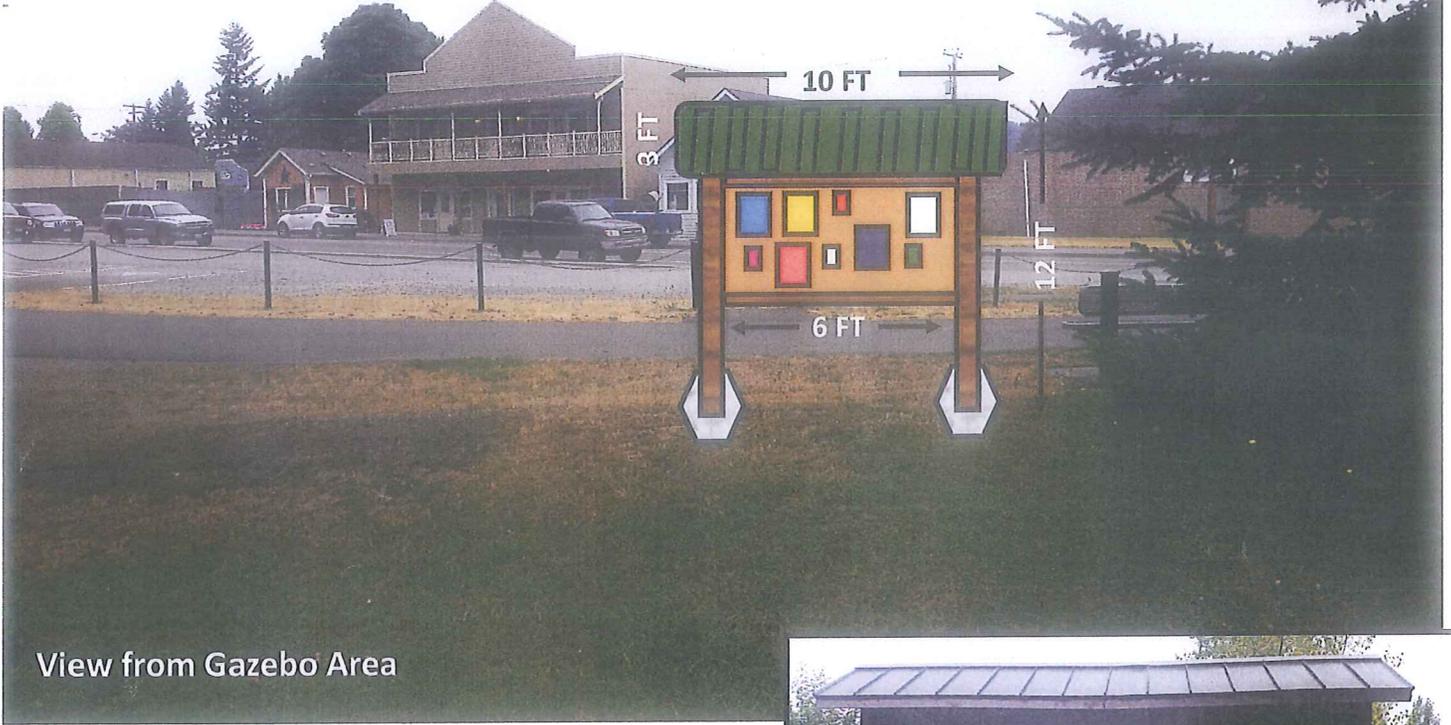
My name is Bradley Jackson and I am a future Eagle Scout. I am here to ask to build a Kiosk/Information Board for my Eagle Project.

The Kiosk will be in the Park on the Right Side looking towards the Orting Bakery, but across the street from the Wild Rose Quilt Shop. It will be 12 feet tall and approximately 10 feet across, made out of 4x4 wood posts in cement and cork board with a wood trim. It will have a green metal roof to match the materials at the covered area of the Sawblade over by the Silo area.

I will be directing a group of volunteers made up of Scouts and Adults. I will be working on the project after these two meetings and after my schoolwork. I would like to start the project in November 2015 with a projected completed date of December 31, 2015.

Bradley Jackson

# Kiosk/Information Board

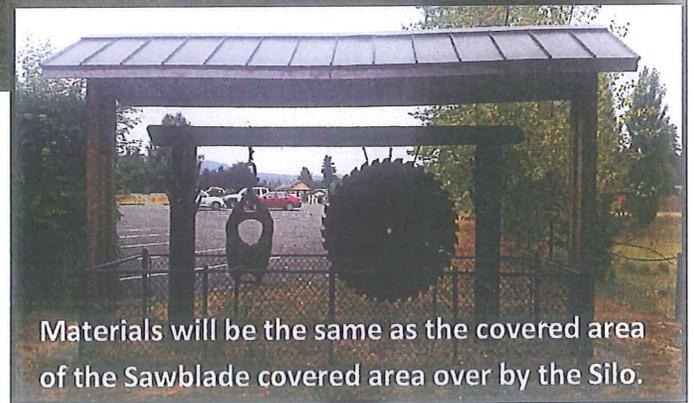


View from Gazebo Area

Green Metal Roof

4x4 Wood Posts put in Cement

Board will be pincushion material with wood boarder trim



Materials will be the same as the covered area of the Sawblade covered area over by the Silo.



View from Parking Lot Area

September 04, 2015

To: Councilmembers: Birkes, Drennen, Ford, Guenther, Harman and Penner

  
From: Councilmember Colorossi

Subject: Engagement Letter  
Special Attorney/ PBS Lease Agreement

At the August 26<sup>th</sup> council meeting I attempted to put a package together to hire a special attorney to provide legal services for the purpose of negotiating a lease, for a portion, of the Public Safety Building to the Orting Valley Fire & Rescue.

My communications lacked the understanding that I was attempting to express. What I wanted was to go on record of hiring a special attorney, namely Mr. Quinn, with the caveat that if we couldn't agree on a contract (Engagement letter) that was to follow, we could still back out.

Enclosed, with this cover letter, is my dialogue with Councilmember Penner regarding this process. He had some valid questions which caused me to rethink what I had done and to bring this request back to the council for final consideration.

Enclosed, you'll find an "Engagement Letter" from Mr. Quinn and all the e-mail communications I have had with all councilmembers up to this date.

I hope we can resolve our differences and move forward. It really is important.

Thank you for your patience.

# Joseph F. Quinn, P.S.

PROFESSIONAL SERVICE CORPORATION  
ATTORNEY AT LAW

20 FOREST GLEN LN. SW  
LAKEWOOD, WA 98498  
(253) 858-3226  
e-mail address: firelaw@comcast.net

*Of Counsel:*  
Eric T.M. Quinn  
Brian Snure

*By email only*

August 27, 2015

Honorable Mayor and City Council  
City of Orting  
110 Train St. SE  
P.O. Box 489  
Orting, WA 98360-0489

Re: Engagement Letter

This letter is to confirm our agreement to have the undersigned law firm provide legal services to the City of Orting.

First: Our representation of the client involves the following matter: Provide legal advice and counsel, including but not limited to reviewing and/or drafting and/or negotiating a lease, and if needed, contracts and related documents pertaining to the City's Public Service Building, between the City of Orting and Orting Valley Fire and Rescue (Pierce County Fire District 18).

Second: I will bill you monthly for legal services and costs advanced. You will be billed a reasonable charge for legal services, the principal component of which will be an hourly rate with time less than one hour calculated on a 1/10th of an hour basis. Other factors are considered in fee charges, such as the skills and experience required by the matter, the amount involved in the matter, and the time limitations imposed. You will also be billed for costs incurred such as filing fees, court reporter fees and costs, etc., if any, but not for expenses such as long distance telephone charges, bridge tolls, photocopies and fax charges, which are included in my overhead. All billings are payable upon receipt of the billing statement. I may charge the account a late payment charge of one percent (1%) per month on all amounts unpaid after thirty (30) days from the date of the statement.

Third: For services performed, my hourly time charges will be \$240.00 per hour. I review my hourly rates on at least an annual basis and these rates may be increased by a reasonable amount during the course of my representation. I do ordinarily notify clients in advance of changes in the standard rates. Some of the work may be done by one or

more of the "of counsel" attorneys who also assist me in my work. The hourly rate for Eric Quinn is currently \$175 per hour, and for Brian Snure it is \$210.00 per hour.

Fourth: Based on my discussions with Council Member Colorossi, and past experience, it is difficult to estimate the fees for legal services necessary on a monthly basis as that depends on the number of documents reviewed, questions asked and any needed meetings in your area. Given the initial tasks assigned to me, my estimate is that the fees for this legal work could be approximately \$3600.00 to \$6000.00. No advance payment of fees or costs (retainer) will be necessary, due to the client's financial stability. As the work progresses, and monthly charges are incurred, we may have a better estimate of the total project cost, which may be less or more than the amounts estimated above. I will expect to be paid for the actual fees incurred and costs advanced which are necessary to complete the representation we discussed.

Fifth: The City has at all times the right to terminate my services upon written notice to that effect. I reserve the right at all times to terminate my services upon written notice. I will keep the City informed regularly of our progress in accomplishing the tasks set forth above, and if needed, I will attend Council meetings to provide my reports.

If you have any questions concerning the foregoing terms and conditions of my representation, please contact me so that we can resolve your concerns before you incur significant fees, costs or expenses.

If the foregoing terms and conditions accurately summarize and confirm your understanding of the attorney-client relationship, please indicate your approval and acceptance by dating, signing and returning an original of this letter.

Very truly yours,

Joseph F. Quinn

Approved and Accepted:

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Joachim Pestinger, Mayor

Approved and Accepted:

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Guy Colorossi, representing City Council

determine a violation. He noted, the biggest thing about the new revision is the penalty phase, it is much more precise and in line with what the state wants.

Discussion took place regarding barking of dogs; definitions regarding motorcycles and farm equipment; "normal hearing" and the hours which are stated in the ordinance.

**Councilmember Birkes moved to adopt Ordinance No. 2015-971, relating to Noise Control; repealing Orting Municipal Code Section 5-1-4 & Orting Municipal Code Chapter 5-8; creating a new Orting Municipal Code Chapter 5-8. Second by Councilmember Ford. Motion carried (7-0).**

Amendment to the  
Contract for Services/  
Bev Emmons

Councilmember Colorossi discussed the need to extend the contract for services with Bev Emmons.

**Councilmember Colorossi moved to amend the current contract for services with Bev Emmons for an additional 40 hours. Second by Councilmember Birkes. Motion carried (7-0).**

First Reading ●  
Sponsorship Policy

Councilmember Ford reported on the first reading of the sponsorship policy, she explained some of the frustration regarding sponsorship policy and this is to clarify those questions. She went through the policy and noted the separation between the sponsorship portion and the grant funding portion.

Discussion took place regarding a previous memo discussing the waiver for park and facility fees; 501c3 tax exempt vs. non tax exempt 501c3's; budget process with a pool of money; discussed removing statement made regarding programs where funds were raised privately.



Special Attorney  
Services for PSB  
Lease

Councilmember Colorossi reported he put a packet together with qualifications of a special attorney to guide Council through the PSB lease agreement.

**Councilmember Colorossi moved to have Attorney Joseph F. Quinn draw up a contract for Special Attorney Services for the Public Safety Building lease agreement. Second by Councilmember Drennen.**

Discussion took place regarding working collectively with the City's Attorney; it was also stated that once a contract is written up, there is still the opportunity for Council to back out.

**Motion carried (7-0).**

## **EXECUTIVE SESSION:**

Mayor Pestinger recessed to Executive Session at 8:50 pm to discuss the selection of a site or the acquisition of real estate by

## Guy Colorossi

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**From:** Guy Colorossi <gcolorossi@centurytel.net>  
**Sent:** Thursday, September 3, 2015 6:50 PM  
**To:** 'Josh Penner'  
**Cc:** s\_drennen@comcast.net; William Birkes (WBirkes@cityoforting.org); Tod Gunther (TGunther@cityoforting.org); Barbara Ford (BFord@cityoforting.org); dharmanw@hotmail.com; rpitzel@cityoforting.org  
**Subject:** RE: Legal Services - PSB Lease - OVF&R  
**Importance:** High

Good Evening Josh,

**Please forgive the slow response to your message. I had to go back and retrace my steps. I am going to response within the text of your message.**

-----Original Message-----

From: Josh Penner [<mailto:JPenner@cityoforting.org>]  
Sent: Tuesday, September 1, 2015 4:01 PM  
To: Guy Colorossi  
Subject: Re: Legal Services - PSB Lease - OVF&R

To me - you asked us to approve an intent. We did.

- **I thought I made the motion to approve the hiring of a special attorney with a provision that would allow us to back out if we didn't like his contract. After reviewing the tapes and working with Rachel; here is how the motion fell from my lips. Councilmember Colorossi moved to have Attorney Joseph F Quinn draw up a contract for Special Attorney Services for the Public Safety Building lease agreement. Seconded by Councilmember Drennen. Poor communications on my part.**

However, I stated in the meeting I want to see a scope of work before approving a contract.

- **Yes, you did and Mr. Quinn provided that paperwork for us. Here again, I was under the impression that each of you would look at his plan and let me know. I have no problem in bringing this back before the council for discussions of his scope of work and I'll be in touch with Rachel tomorrow to have it on the agenda.**

My vote was not the approval of a contract contingent on a scope of work.

- **Understand.**

I don't understand why this cannot wait until the next council meeting where it can be handled in a more transparent manner.

- **It will be.**

You ask how the other attorneys were hired - do you agree with the process whereby they were hired?

- **Not necessarily but the job got done.**

Do you think we should set the council approval of contracts aside for this one situation because it “looks like” a previous behavior.

- **No, because I feel we can set the process straight as this is a very important issue.**

In this email itself you and I are debating an issue that should be debated among the other 5 council members as well.

- **They will have their opportunity at the next council meeting.**

I approve of bringing on special counsel, I don't approve of doing it without a vote.

- **We will vote and I am going to be better equipped with my recommendation.**

J

## Guy Colorossi

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**From:** Guy Colorossi <gcolorossi@centurytel.net>  
**Sent:** Monday, August 31, 2015 1:58 PM  
**To:** 'Joseph Quinn'  
**Cc:** William Birkes (WBirkes@cityoforting.org)  
**Subject:** RE: Engagement Letter - question

Hi Joe,

Yes and thank you for your explanation of your hourly rates. Your rate of \$240.00 per hour is the exactly the same as our attorney Jay Long receives, except we have a retainer fee for the monthly council meetings. I have never broken that down into hourly rate. But, I'll bet it works out to be pretty close.

Sam

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**From:** Joseph Quinn [<mailto:firelaw@comcast.net>]  
**Sent:** Monday, August 31, 2015 1:10 PM  
**To:** 'Guy Colorossi'  
**Subject:** RE: Engagement Letter - question

Sam: Good questions. I often do not charge fully for travel time. For example, with a long time client—Burien Fire—I typically charge travel time for only one way, writing off the other half as if it were just commuting back to home. I would charge you about \$168 per trip to Orting, i.e. .7 hours one way. Certainly the \$240 per hour would be charged for all of the time at the meeting; this is why boards or councils typically avoid a lot of that and when it is needed, they get the lawyer in and out quickly. I do what I can to keep my overhead lower than most attorneys and that is why my rates are low. (The average lawyer in Tacoma charges \$200 per hour now, but I am not average as I am a specialist with 40 years experience.) Many of my peers charge much more per hour. Remember that some of the easier tasks like legal research will be assigned to my son, Eric, at \$160 per hour. (None of the significant work will be assigned to an associate, unlike what some large firms will do.) Does that answer your question? Joe

P.S. How much does your city attorney charge per hour? Or is that billed differently than hourly?

Joseph F. Quinn, Attorney at Law  
20 Forest Glen Lane SW  
Lakewood, WA 98498-5306  
Office Tel.: 253 858-3226  
Cell: 253 576-3232  
email: [firelaw@comcast.net](mailto:firelaw@comcast.net)  
Web Site: [firehouselawyer.com](http://firehouselawyer.com)

The information contained in this email may be privileged, confidential and intended only for the use of the person identified above. If you have received this email in error, please notify me immediately. Please do not copy or send the email to anyone else and please delete the original email. Thank you.

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**From:** Guy Colorossi [<mailto:gcolorossi@centurytel.net>]  
**Sent:** Monday, August 31, 2015 12:30 PM  
**To:** [firelaw@comcast.net](mailto:firelaw@comcast.net)  
**Cc:** William Birkes  
**Subject:** Ref: Engagement Letter - question

Good Afternoon Joe,

The council continues to review your engagement letter. As a result, a question was asked of me and I couldn't answer it. The question: Will there be travel time from your home or workplace to Orting? If yes, how much? Will the \$240.00 an hour fee be charged to attend council meetings? I guess we don't want you sitting in the audience waiting to engage with the council at those fees. I am hoping we can make all of our arrangements where you'll drop in and do business as quickly as possible. I have to tell you that our legal fees are off the charts, this year, as far as our budget is concerned. Yet, your mission is very, very important for the City of Orting.

Other than that it is looking good.

Sam

## Guy Colorossi

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**From:** dave Harman <dharmanw@hotmail.com>  
**Sent:** Monday, August 31, 2015 7:01 AM  
**To:** Guy Colorossi  
**Subject:** RE: Legal Services - PSB Lease - OVF&R

It sounds ok to me. Hopefully we can get by on the lower amount of approximately \$4000 but I doubt it. I remember an old attorney that used to specialize in fire law named Clark Snure. Is Brian Snure who is mentioned in the letter his son ? Just wondering. Clark was known as the best in the business years ago.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Guy Colorossi  
**Date:** 08/31/2015 6:05 AM (GMT-08:00)  
**To:** [dharmanw@hotmail.com](mailto:dharmanw@hotmail.com)  
**Subject:** FW: Legal Services - PSB Lease - OVF&R

Good Morning Dave,  
Have you had a few minute to review this engagement letter? I need your response in order to move forward.  
Thanks Dave.  
Sam

---

**From:** Guy Colorossi [<mailto:gcolorossi@centurytel.net>]  
**Sent:** Thursday, August 27, 2015 3:09 PM  
**To:** [dharmanw@hotmail.com](mailto:dharmanw@hotmail.com)  
**Subject:** FW: Legal Services - PSB Lease - OVF&R

Good Afternoon Dave,

Last night I shared with the mayor and council the legal qualifications of Mr. Joe Quinn in fire law. In my opinion he has the expertise to negotiate with the Orting Valley Fire & Rescue legal representatives for a new lease agreement for their portion of the Public Safety Building. Mr. Quinn has some concerns with portions of the agreement and wants to discuss those issues with all of us. But, first we have business to take care of. I spoke to you about acquiring a contract for Mr. Quinn services. Well, I learned something new. Rather than calling it a contract he has tendered an "engagement letter" via e-mail which function much in the same way. Once signed, we have an agreement to move forward. However, he has re-iterated that if any one of us has any concerns with his "engagement letter", to let me know and I'll convey your information back to Mr. Quinn for a resolution.

So, please take a few minutes and read the attachment "engagement letter" to see if it meets with your approval. If not, you know what to do.

Since this is a critical issue, please keep this information to yourself until we meet to fully discuss the draft letter.

Thank you.

## Guy Colorossi

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**From:** Tod Gunther <TGunther@cityoforting.org>  
**Sent:** Thursday, August 27, 2015 8:38 PM  
**To:** Guy Colorossi  
**Subject:** RE: Legal Services - PSB Lease - OVF&R

Tx. Works for me.

++Tod

---

**From:** Guy Colorossi [gcolorossi@centurytel.net]  
**Sent:** Thursday, August 27, 2015 3:07 PM  
**To:** Tod Gunther  
**Subject:** FW: Legal Services - PSB Lease - OVF&R

Good Afternoon Tod,

Last night I shared with the mayor and council the legal qualifications of Mr. Joe Quinn in fire law. In my opinion he has the expertise to negotiate with the Orting Valley Fire & Rescue legal representatives for a new lease agreement for their portion of the Public Safety Building. Mr. Quinn has some concerns with portions of the agreement and wants to discuss those issues with all of us. But, first we have business to take care of. I spoke to you about acquiring a contract for Mr. Quinn services. Well, I learned something new. Rather than calling it a contract he has tendered an “engagement letter” via e-mail which function much in the same way. Once signed, we have an agreement to move forward. However, he has re-iterated that if any one of us has any concerns with his “engagement letter”, to let me know and I’ll convey your information back to Mr. Quinn for a resolution.

So, please take a few minutes and read the attachment “engagement letter” to see if it meets with your approval. If not, you know what to do.

Since this is a critical issue, please keep this information to yourself until we meet to fully discuss the draft letter.

Thank you.

Sam

## Guy Colorossi

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**From:** Scott Drennen <s\_drennen@comcast.net>  
**Sent:** Saturday, August 29, 2015 9:39 AM  
**To:** Sam  
**Subject:** Re: Legal Services - PSB Lease - OVF&R

Hello Sam,

I accept the terms presented and measurable services. The relationship you have maintained with Joe Quinn is invaluable and I can only hope the others will come to see it the same way. We need to resolve issues and our current process will not seek a path that will lead to resolution.

Thanks you again,

Scott Drennen  
City Councilmember  
City of Orting

----- Original Message -----

**From:** "Guy Colorossi" <[gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)>  
**To:** "s drennen" <[s\\_drennen@comcast.net](mailto:s_drennen@comcast.net)>  
**Sent:** Thursday, August 27, 2015 3:07:13 PM  
**Subject:** FW: Legal Services - PSB Lease - OVF&R

Good Afternoon Scott,

Last night I shared with the mayor and council the legal qualifications of Mr. Joe Quinn in fire law. In my opinion he has the expertise to negotiate with the Orting Valley Fire & Rescue legal representatives for a new lease agreement for their portion of the Public Safety Building. Mr. Quinn has some concerns with portions of the agreement and wants to discuss those issues with all of us. But, first we have business to take care of. I spoke to you about acquiring a contract for Mr. Quinn services. Well, I learned something new. Rather than calling it a contract he has tendered an "engagement letter" via e-mail which function much in the same way. Once signed, we have an agreement to move forward. However, he has re-iterated that if any one of us has any concerns with his "engagement letter", to let me know and I'll convey your information back to Mr. Quinn for a resolution.

So, please take a few minutes and read the attachment "engagement letter" to see if it meets with your approval. If not, you know what to do.

Since this is a critical issue, please keep this information to yourself until we meet to fully discuss the draft letter.

Thank you.

Sam