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4
5 **RESOLUTION NO. R2006-52s**
6
7

8 **A Resolution of the Pierce County Council Appointing a Hearing Examiner**
9 **and Deputy Hearing Examiners; Authorizing the Chair of the**
10 **Pierce County Council to Enter Into an Agreement for**
11 **Hearing Examiner Services for a Five-Year Term; and**
12 **Authorizing the Director of Budget and Finance to Disburse**
13 **Expenditures from the Special Projects Budget.**
14

15 **Whereas**, Section 36.70.970 of the Revised Code of Washington authorizes the
16 Pierce County Council (“Council”) to use a hearing examiner system to hear and issue
17 decisions on proposals for plat approval and for amendments to the zoning code when
18 those amendments are not of general applicability and for other land use decisions as
19 specified in that section; and
20

21 **Whereas**, the Pierce County Code authorizes the use of a hearing examiner
22 system for various other administrative and quasi-judicial decisions; and
23

24 **Whereas**, after a competitive selection process, a contractor was selected and
25 appropriate terms were negotiated; **Now Therefore**,

26
27 **BE IT RESOLVED by the Council of Pierce County:**
28

29 Section 1. Stephen K. Causseaux, Jr., of McCarthy, Caussaux, & Hurdlebrink,
30 Inc., P.S., is hereby appointed as the Pierce County Hearing Examiner.
31

32 Section 2. The following individuals are hereby appointed as Deputy Hearing
33 Examiners: Robert Denomy, Antoni H. Froehling, Joe M. Quaintance, Adam Torem,
34 George Kelly, Terrence F. McCarthy, Keith D. McGoffin, Mary Kay High, Jeff Robinson,
35 Mark E. Hurdlebrink, Robert E. Beaty, Jim Densley, and Matthew King.
36

37 Section 3. The Chair of the Council is authorized to execute the Personal
38 Services Agreement in substantially the same form as that in Exhibit A, which is
39 attached hereto and incorporated herein by reference.
40



1 Section 4. The Director of Budget and Finance is authorized to disburse
2 expenditures from the Special Projects Budget for the years in which the expenditures
3 occur in accordance with the terms and conditions set forth in Exhibit A.

4
5 **ADOPTED this _____ day of _____, 2006.**

6
7 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

8
9
10
11 _____
12 **Denise D. Johnson**
13 Clerk of the Council

Shawn Bunney
Council Chair



PERSONAL SERVICES AGREEMENT

McCarthy, Causseaux, & Hurdlebrink, Inc, PS, hereinafter called Contractor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

(General Conditions), pp. 2 to 9; Exhibit A to Exhibit A (Scope of Work), pp. 10 to 11; Exhibit B to Exhibit A (Compensation), p. 12-13 (copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein).

The term of this Agreement shall commence on the 1st day of July, 2006, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 30th day of June, 2011.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$225,000 per calendar year. The County has established the following BARS expenditure code for this agreement: 001143000055890, which shall be included on all billings or correspondence in connection therewith. In any calendar year, the Contractor is not authorized to exceed the annual budget allocation for the Hearing Examiner, unless a supplemental budget for the Hearing Examiner is adopted by the County Council.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 4, 12, 18, and 21, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2006.

CONTRACTOR:
McCarthy, Causseaux, & Hurdlebrink, Inc, PS
Attest:

PIERCE COUNTY:
Approved:

Name

Shawn Bunney, Chair
Pierce County Council

Title of Signatory Authorized by Firm Bylaws

Date: _____

Date: _____



1
2 Address:
3 902 South 10th Street
4 Tacoma, WA

5
6 Mailing Address:
7 P.O. Box 5767
8 Tacoma, WA 98405

9
10 Contact Name: _____

11
12 Contact Phone: _____

13
14 Contact FAX: _____

15
16 **CONTRACTOR:**

17
18 Complete the tax status information for one of the following business entity types.
19 Individual or Corporate name must exactly match that which is registered with either
20 Social Security Administration or Internal Revenue Service.

21
22 **SOLE PROPRIETOR:** _____
23 Business Owner's Name/DBA Business Owner's Social Security No.

24
25 **PARTNERSHIP:** _____
26 Name of Partnership Partnership's Employer Identification No.

27
28 **CORPORATION:** McCarthy, Causseaux, & Hurdlebrink, Inc. PS. _____
29 Name of Corporation Corporation's Employer Identification No.

30
31 **GENERAL CONDITIONS**

- 32
33 1. Scope of Contractor's Services:
34 The Contractor agrees to provide to the County services and any materials set
35 forth in the project narrative identified as Exhibit A to Exhibit A during the
36 agreement period. No material, labor, or facilities will be furnished by the
37 County, unless otherwise provided for in the Agreement.
38
39 2. Accounting and Payment for Contractor Services:
40 Payment to the Contractor for services rendered under this Agreement shall be
41 as set forth in Exhibit B to Exhibit A. Where Exhibit B to Exhibit A requires
42 payments by Pierce County, payment shall be based upon billings, supported
43 unless otherwise provided in Exhibit B to Exhibit A, by documentation of units of
44 work actually performed and amounts earned, including where appropriate, the
45 actual number of days worked each month, total number of hours for the month,
46 and the total dollar payment requested. Unless specifically stated in Exhibit B to
47 Exhibit A or approved in writing in advance by the official executing this
48 Agreement for Pierce County (hereinafter referred to as the "Contracting

1 Officer"), the County will not reimburse the Contractor for any costs or expenses
2 incurred by the Contractor in the performance of this contract.

3
4 Where required, the County shall, upon receipt of appropriate documentation,
5 compensate the Contractor, no more often than monthly, through the County
6 voucher system for the Contractor's service pursuant to the fee schedule set forth
7 in Exhibit B to Exhibit A.
8

9 3. Assignment and Subcontracting:

10 No portion of this contract may be assigned or subcontracted to any other
11 individual, firm or entity without the express and prior written approval of the
12 Contracting Officer.
13

14 4. Independent Contractor:

15 The Contractor's services shall be furnished by the Contractor as an independent
16 Contractor and nothing herein contained shall be construed to create a
17 relationship of employer-employee or master-servant, but all payments made
18 hereunder and all services performed shall be made and performed pursuant to
19 this Agreement by the Contractor as an independent Contractor.
20

21 The Contractor acknowledges that the entire compensation for this Agreement is
22 specified in Exhibit B to Exhibit A and the Contractor is not entitled to any County
23 benefits including, but not limited to: vacation pay, holiday pay, sick leave pay,
24 medical, dental, or other insurance benefits, or any other rights or privileges
25 afforded to Pierce County employees. The Contractor represents that he/she/it
26 maintains a separate place of business, serves clients other than the County, will
27 report all income and expense accrued under this contract with the Internal
28 Revenue Service on a Schedule C, and has a tax account with the State of
29 Washington Department of Revenue for payment of all sales and use and
30 Business and Occupation taxes collected by the State of Washington.
31

32 Contractor will defend, indemnify and hold harmless the County, its officers,
33 agents or employees from any loss or expense, including but not limited to
34 settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of
35 claims or demands because of breach of the provisions of this paragraph.
36

37 5. No Guarantee of Employment:

38 The performance of all or part of this contract by the Contractor shall not operate
39 to vest any employment rights whatsoever and shall not be deemed to guarantee
40 any employment of the Contractor or any employee of the Contractor or any
41 subcontractor or any employee of any subcontractor by the County at the present
42 time or in the future.
43

44 6. Taxes:

45 The Contractor understands and acknowledges that the County will not withhold
46 Federal or State income taxes. Where required by State or Federal law, the
47 Contractor authorizes the County to make withholding for any taxes other than
48 income taxes (i.e., medicare). All compensation received by the Contractor will



1 be reported to the Internal Revenue Service at the end of the calendar year in
2 accordance with the applicable IRS regulations. It is the responsibility of the
3 Contractor to make the necessary estimated tax payments throughout the year, if
4 any, and the Contractor is solely liable for any tax obligation arising from the
5 Contractor's performance of this Agreement. The Contractor hereby agrees to
6 indemnify the County against any demand to pay taxes arising from the
7 Contractor's failure to pay taxes on compensation earned pursuant to this
8 Agreement.

9
10 The County will pay sales and use taxes imposed on goods or services acquired
11 hereunder as required by law. The Contractor must pay all other taxes including,
12 but not limited to: Business and Occupation Tax, taxes based on the
13 Contractor's gross or net income, or personal property to which the County does
14 not hold title. The County is exempt from Federal Excise Tax.

15
16 7. Regulations and Requirement:

17 This Agreement shall be subject to all laws, rules, and regulations of the United
18 States of America, the State of Washington, and political subdivisions of the
19 State of Washington, and to any other provisions set forth in Exhibit D to Exhibit
20 A.

21
22 8. Right to Review:

23 This contract is subject to review by any Federal or State auditor. The County or
24 its designee shall have the right to review and monitor the financial and service
25 components of this program by whatever means are deemed expedient by the
26 Contracting Officer. Such review may occur with or without notice, and may
27 include, but is not limited to, on site inspection by County agents or employees,
28 inspection of all records or other materials which the County deems pertinent to
29 the Agreement and its performance, and any and all communications with or
30 evaluations by service recipients under this Agreement. The Contractor shall
31 preserve and maintain all financial records and records relating to the
32 performance of work under this Agreement for three years after contract
33 termination, and shall make them available for such review, within Pierce County,
34 State of Washington, upon request.

35
36 9. Modifications:

37 Either party may request changes in the Agreement. Any and all agreed
38 modifications shall be in writing, signed by each of the parties.

39
40 10. Termination for Default:

41 If the Contractor defaults by failing to perform any of the obligations of the
42 contract or becomes insolvent or is declared bankrupt or commits any act of
43 bankruptcy or insolvency or makes an assignment for the benefit of creditors, the
44 County may, by depositing written notice to the Contractor in the U.S. mail,
45 postage prepaid, terminate the contract, and at the County's option, obtain
46 performance of the work elsewhere. If the contract is terminated for default, the
47 Contractor shall not be entitled to receive any further payments under the
48 contract until all work called for has been fully performed. Any extra cost or



1 damage to the County resulting from such default(s) shall be deducted from any
2 money due or coming due to the Contractor. The Contractor shall bear any extra
3 expenses incurred by the County in completing the work, including all increased
4 costs for completing the work, and all damage sustained, or which may be
5 sustained by the County by reason of such default.
6

7 If a notice of termination for default has been issued and it is later determined for
8 any reason that the Contractor was not in default, the rights and obligations of
9 the parties shall be the same as if the notice of termination had been issued
10 pursuant to the Termination for Public Convenience paragraph hereof.
11

12 11. Termination for Public Convenience:

13 The County may terminate the contract in whole or in part whenever the County
14 determines, in its sole discretion, that such termination is in the interests of the
15 County. Whenever the contract is terminated in accordance with this paragraph,
16 the Contractor shall be entitled to payment for actual work performed at unit
17 contract prices for completed items of work. An equitable adjustment in the
18 contract price for partially completed items of work will be made, but such
19 adjustment shall not include provision for loss of anticipated profit on deleted or
20 uncompleted work. Termination of this contract by the County at any time during
21 the term, whether for default or convenience, shall not constitute a breach of
22 contract by the County.
23

24 12. Defense & Indemnity Agreement:

25 The Contractor agrees to defend, indemnify and save harmless the County, its
26 appointed and elective officers and employees, from and against all loss or
27 expense, including but not limited to judgements, settlements, attorney's fees and
28 costs by reason of any and all claims and demands upon the County, its elected
29 or appointed officials or employees for damages because of personal or bodily
30 injury, including death at any time resulting therefrom, sustained by any person
31 or persons and on account of damage to property including loss of use thereof,
32 whether such injury to persons or damage to property is due to the negligence of
33 the Contractor, his/her Subcontractor, its successor or assigns, or its or their
34 agent, servants, or employees, the County, its appointed or elected officers,
35 employees or their agents, except only such injury or damage as shall have been
36 occasioned by the sole negligence of the County, its appointed or elected
37 officials or employees. It is further provided that no liability shall attach to the
38 County by reason of entering into this contract, except as expressly provided
39 herein.
40

41 13. Industrial Insurance Waiver:

42 With respect to the performance of this agreement and as to claims against the
43 County, its officers, agents and employees, the Contractor expressly waives its
44 immunity under Title 51 of the Revised Code of Washington, the Industrial
45 Insurance Act, for injuries to its employees and agrees that the obligations to
46 indemnify, defend and hold harmless provided in this agreement extend to any
47 claim brought by or on behalf of any employee of the Contractor. This waiver is
48 mutually negotiated by the parties to this agreement.



1
2 14. Venue and Choice of Law:

3 In the event that any litigation should arise concerning the construction or
4 interpretation of any of the terms of this Agreement, the venue of such action of
5 litigation shall be in the courts of the State of Washington in and for the County of
6 Pierce. This Agreement shall be governed by the law of the State of
7 Washington.

8
9 15. Withholding Payment:

10 In the event the Contracting Officer determines that the Contractor has failed to
11 perform any obligation under this Agreement within the times set forth in this
12 Agreement, then the County may withhold from amounts otherwise due and
13 payable to Contractor the amount determined by the County as necessary to
14 cure the default, until the Contracting Officer determines that such failure to
15 perform has been cured. Withholding under this clause shall not be deemed a
16 breach entitling Contractor to termination or damages, provided that the County
17 promptly gives notice in writing to the Contractor of the nature of the default or
18 failure to perform, and in no case more than 10 days after it determines to
19 withhold amounts otherwise due. A determination of the Contracting Officer set
20 forth in a notice to the Contractor of the action required and /or the amount
21 required to cure any alleged failure to perform shall be deemed conclusive,
22 except to the extent that the Contractor acts within the times and in strict accord
23 with the provisions of the Disputes clause of this Agreement. The County may
24 act in accordance with any determination of the Contracting Officer which has
25 become conclusive under this clause, without prejudice to any other remedy
26 under the Agreement, to take all or any of the following actions: (1) cure any
27 failure or default, (2) to pay any amount so required to be paid and to charge the
28 same to the account of the Contractor, (3) to set off any amount so paid or
29 incurred from amounts due or to become due the Contractor. In the event the
30 Contractor obtains relief upon a claim under the Disputes clause, no penalty or
31 damages shall accrue to Contractor by reason of good faith withholding by the
32 County under this clause.

33
34 16. Future Non-Allocation of Funds:

35 If sufficient funds are not appropriated or allocated for payment under this
36 contract for any future fiscal period, the County will not be obligated to make
37 payments for services or amounts incurred after the end of the current fiscal
38 period. No penalty or expense shall accrue to the County in the event this
39 provision applies.

40
41 17. Contractor Commitments, Warranties and Representations:

42 Any written commitment received from the Contractor concerning this Agreement
43 shall be binding upon the Contractor, unless otherwise specifically provided
44 herein with reference to this paragraph. Failure of the Contractor to fulfill such a
45 commitment shall render the Contractor liable for damages to the County. A
46 commitment includes, but is not limited to any representation made prior to
47 execution of this Agreement, whether or not incorporated elsewhere herein by



1 reference, as to performance of services or equipment, prices or options for
2 future acquisition to remain in effect for a fixed period, or warranties.

3
4 18. Patent/Copyright Infringement:

5 Contractor will defend and indemnify the County from any claimed action, cause
6 or demand brought against the County, to the extent such action is based on the
7 claim that information supplied by the Contractor infringes any patent or
8 copyright. The Contractor will pay those costs and damages attributable to any
9 such claims that are finally awarded against the County in any action. Such
10 defense and payments are conditioned upon the following:

- 11
- 12 a. That Contractor shall be notified promptly in writing by County of any notice
13 of such claim.
 - 14
 - 15 b. Contractor shall have the right, hereunder, at its option and expense, to
16 obtain for the County the right to continue using the information, in the event
17 such claim of infringement, is made, provided no reduction in performance
18 or loss results to the County.
 - 19

20 19. Disputes:

21 a. General

22 Differences between the Contractor and the County, arising under and by
23 virtue of the Contract Documents shall be brought to the attention of the
24 County at the earliest possible time in order that such matters may be
25 settled or other appropriate action promptly taken. Except for such
26 objections as are made of record in the manner hereinafter specified and
27 within the time limits stated, the records, orders, rulings, instructions, and
28 decisions of the Contracting Officer, shall be final and conclusive.

29

30 b. Notice of Potential Claims

31 The Contractor shall not be entitled to additional compensation which
32 otherwise may be payable, or to extension of time for (1) any act or failure to
33 act by the Contracting Officer or the County, or (2) the happening of any
34 event or occurrence, unless the Contractor has given the County a written
35 Notice of Potential Claim within 10 days of the commencement of the act,
36 failure, or event giving rise to the claim, and before final payment by the
37 County. The written Notice of Potential Claim shall set forth the reasons for
38 which the Contractor believes additional compensation or extension of time
39 is due, the nature of the cost involved, and insofar as possible, the amount
40 of the potential claim. Contractor shall keep full and complete daily records
41 of the Work performed, labor and material used, and all costs and additional
42 time claimed to be additional.

43

44 c. Detailed Claim

45 The Contractor shall not be entitled to claim any such additional
46 compensation, or extension of time, unless within 30 days of the
47 accomplishment of the portion of the work from which the claim arose, and
48 before final payment by the County, the Contractor has given the County a



1 detailed written statement of each element of cost or other compensation
2 requested and of all elements of additional time required, and copies of any
3 supporting documents evidencing the amount or the extension of time
4 claimed to be due.

5
6 20. Ownership of Items Produced:

7 All writings, programs, data, public records or other materials prepared by the
8 Contractor and/or its consultants or subcontractors, in connection performance of
9 this Agreement shall be the sole and absolute property of the County.

10
11 21. Confidentiality:

12 The Contractor, its employees, subcontractors, and their employees shall
13 maintain the confidentiality of all information provided by the County or acquired
14 by the Contractor in performance of this Agreement, except upon the prior written
15 consent of the Pierce County Prosecuting Attorney or an order entered by a court
16 after having acquired jurisdiction over the County. Contractor shall immediately
17 give to the County notice of any judicial proceeding seeking disclosure of such
18 information. Contractor shall indemnify and hold harmless the County, its
19 officials, agents or employees from all loss or expense, including, but not limited
20 to settlements, judgments, setoffs, attorneys' fees and costs resulting from
21 Contractor's breach of this provision.

22
23 22. Notice:

24 Except as set forth elsewhere in the Agreement, for all purposes under this
25 Agreement, except service of process, notice shall be given by the Contractor to
26 the department head of the department for whom services are rendered, and to
27 the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4674. Notice to
28 the Contractor for all purposes under this Agreement shall be given to the
29 address reflected below. Notice may be given by delivery or by depositing in the
30 US Mail, first class, postage prepaid.

31
32 23. Severability:

33 If any term or condition of this contract or the application thereof to any person(s)
34 or circumstances is held invalid, such invalidity shall not affect other terms,
35 conditions or applications which can be given effect without the invalid term,
36 condition or application. To this end, the terms and conditions of this contract are
37 declared severable.

38
39 24. Waiver:

40 Waiver of any breach or condition of this contract shall not be deemed a waiver
41 of any prior or subsequent breach. No term or condition of this contract shall be
42 held to be waived, modified or deleted except by an instrument, in writing, signed
43 by the parties hereto.

44
45 25. Waiver of Noncompetition:

46 Contractor irrevocably waives any existing rights which it may have, by contract
47 or otherwise, to require another person or corporation to refrain from submitting a
48 proposal to or performing work or providing supplies to Pierce County, and



1 contractor further promises that it will not in the future, directly or indirectly,
2 induce or solicit any person or corporation to refrain from submitting a bid or
3 proposal to or from performing work or providing supplies to Pierce County.
4

5 26. Survival:

6 The provisions of paragraphs 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
7 21, 24, and 25 shall survive, notwithstanding the termination or invalidity of this
8 Agreement for any reason.
9

10 27. Entire Agreement:

11 This written contract represents the entire Agreement between the parties and
12 supersedes any prior oral statements, discussions or understandings between
13 the parties.
14

15 28. Labor Standards and Contract Assistance:

16 The Contractor shall comply with the provisions of Exhibit C to Exhibit A,
17 attached hereto, titled "Contract Compliance For Professional, Technical, Supply
18 or Services".
19



1 EXHIBIT A TO EXHIBIT A
2 (SCOPE OF WORK)
3

4 I.
5

6 The Contractor agrees to perform the following professional services for the
7 Council:
8

9 (1) Serve as the Pierce County Hearing Examiner.
10

11 (2) Hear and act as authorized by the Council in conducting hearings pursuant
12 to Pierce County Code, ordinance, resolution, and State law.
13

14 (3) Submit to the Council a quarterly report summarizing the type and nature of
15 the hearings held during the quarter.
16

17 (4) Initiate, recommend, and assist with any revisions to the Pierce County
18 Code affecting the duties of the Hearing Examiner.
19

20 (5) Prepare and copy the administrative record at request of the County when a
21 Hearing Examiner decision is appealed.
22

23 The contractor recognizes that ordinances may be adopted during the term of
24 this contract that directly affect the specific duties and responsibilities of the Contractor,
25 and agrees that those specific duties and responsibilities shall control and be
26 automatically incorporated herein.
27

28 II,
29

30 In order to appropriately accomplish the duties specified in Paragraph I above, it
31 is agreed the Hearing Examiner shall do and provide the following:
32

33 (1) Transportation to and from public hearings, and to and from the sites to be
34 viewed.
35

36 (2) View sites when deemed necessary.
37

38 (3) Office and office equipment.
39

40 (4) A clerk or secretary at Hearing Examiner hearings to tape record the
41 verbatim record and keep notes regarding speakers who address the Hearing
42 Examiner, and a secretary to type all the Hearing Examiner's findings, conclusions, and
43 decisions.
44

45 (5) Send copies of the Hearing Examiner's Report of Findings, Conclusions,
46 and Decision (as required by law or regulation) and all other appropriate documents
47 related to each case.
48



1 (6) Make all the required copies of Hearing Examiner decisions and distribute
2 to parties of record and designated agencies.

3
4 (7) Following distribution of the Hearing Examiner's final Report of Findings,
5 Conclusions, and Decision and the expiration of any time for filing request for
6 reconsideration or appeal, the Hearing Examiner shall close the official file and transmit
7 it to the Planning and Land Services Department.

8
9 (8) Do all other things necessary to administratively process the files,
10 materials, and records while the matter is pending before the Hearing Examiner.

11
12 III.

13
14 The County, through its departments, shall furnish a hearing room, speaking
15 system, stationery and envelopes, tapes and tape recorder, and shall schedule all
16 hearings and set the agenda therefor, and prepare County resolutions or ordinances.

17
18 The contractor agrees to provide monthly time, copy, and mailing cost records to
19 the Council and the Planning and Land Services Department, in order to enable the
20 County to determine and verify the Contractor's time spent in fulfilling this contract.

21
22 It is anticipated that there will be times when the Contractor cannot serve
23 because of illness, vacation, conflict of interest, potential for violation of appearance of
24 fairness, or other such reasons.

25
26 The Contractor shall make arrangements with qualified Deputy Hearing
27 Examiners to serve in the absence of the Contractor and to assist in reducing hearing
28 backlogs. The Contractor shall be responsible for payment of the Deputy Hearing
29 Examiner and for fulfilling all the clerical duties related to the maintenance of the case
30 file and notification of parties and designated agencies of all decisions and other
31 relevant matters. Additionally, no Deputy Hearing Examiner shall receive more than
32 \$25,000.00 during this contract term.

33
34 IV.

35
36 The Contractor agrees to carry automobile liability insurance with coverage
37 amounts of at least \$250,000.00 per person and \$500,000.00 per incident, and the
38 carrier shall be obligated to notify the County 20 days prior to any termination of said
39 policy. In addition, the Contractor agrees to carry professional liability insurance with
40 limits of not less than \$1,000,000.00 combined single limit per occurrence. Said carrier
41 shall be obligated to notify the County of any termination 20 days prior to said
42 termination.

43
44 V.

45
46 This Agreement may be terminated by either party upon 30 days written notice.
47
48



EXHIBIT B TO EXHIBIT A
(COMPENSATION)

For the Performance of Services listed in Exhibit A to Exhibit A, the County agrees to compensate the Contractor according to the following rate schedule:

A. "Attorney Rate" shall mean the hourly rate for services performed by an attorney. For Steve Causseaux, the rate shall be \$120.00 per hour. For Terrance McCarthy, Keith McGoffin, and Mark Hurdlebrink, the rate shall be \$110.00 per hour. For all other Deputy Hearing Examiner the rate shall be \$100.00 per hour.

B. "Paralegal Rate" shall mean the hourly rate for services performed by staff commensurate with the additional skills and knowledge generally associated with paralegal work. This rate shall be \$50.00 per hour.

C. "Clerk Rate" shall mean the hourly rate for services performed by staff that are normally associated with administrative processing of cases, including but not limited to staffing hearings, mailing, general filing and typing.

The following rates shall apply to the tasks set forth in the Scope of Work:

1. Hear and act as authorized by the Council in conducting hearings pursuant to Pierce County Code, ordinance, resolution, and State law – Attorney/Clerk Rate.
2. Submit to the Council a quarterly report summarizing the type and nature of the hearings held during the quarter – Attorney/Clerk Rate.
3. Initiate, recommend, and assist with any revisions to the Pierce County Code affecting the duties of the Hearing Examiner – Attorney Rate.
4. Prepare and copy the administrative record at request of the County when a Hearing Examiner decision is appealed – Paralegal Rate.
5. Transportation to and from public hearings, and to and from the sites to be viewed— Included in hourly rate.
6. View sites when deemed necessary – Included in hourly rate.
7. Office and office equipment – Included in hourly rate; provided, however, that the County shall reimburse the Contractor \$1200.00 per month for copying and postage charges.
8. A clerk or secretary at Hearing Examiner hearings to tape record the verbatim record and keep notes regarding speakers who address the Hearing Examiner, and a secretary to type all the Hearing Examiner's findings, conclusions, and decisions – Clerk Rate.



- 1 9. Send copies of the Hearing Examiner's Report of Findings, Conclusions, and
2 Decision (as required by law or regulation) and all other appropriate documents
3 related to each case – Clerk Rate.
4
- 5 10. Make all the required copies of Hearing Examiner decisions and distribute to
6 parties of record and designated agencies.
7
- 8 11. Following distribution of the Hearing Examiner's final Report of Findings,
9 Conclusions, and Decision and the expiration of any time for filing request for
10 reconsideration or appeal, the Hearing Examiner shall close the official file and
11 transmit it to the Planning and Land Services Department.
12
- 13 12. Do all other things necessary to administratively process the files, materials, and
14 records while the matter is pending before the Hearing Examiner.
15
16
17
18



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PAGES 14-18 ARE EXHIBIT C TO EXHIBIT A
CONTRACT COMPLIANCE FOR PROFESSIONAL,
TECHNICAL, SUPPLY OR SERVICES
Revised 10/5

Electronic copy not available

