

3
4
5 **RESOLUTION NO. R2007-132**
6

7
8 **A Resolution of the Pierce County Council Related to the Office of the**
9 **Hearing Examiner; Authorizing the Use of Gig Harbor's**
10 **Hearing Examiner as a Deputy Hearing Examiner for Cases**
11 **Involving Property Within Gig Harbor's Urban Growth Area**
12 **(UGA); Increasing the Maximum Consideration Authorized**
13 **Under the Agreement; Requesting that the Examiner's**
14 **Quarterly Reports Include the Time Periods within which**
15 **Decisions are Rendered; and Amending Resolution No.**
16 **R2006-52, as Amended by Resolution No. R2006-125, in**
17 **Connection Therewith.**

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

24
25 **Whereas**, Pierce County authorizes the use of a hearing examiner system for
26 various other administrative and quasi-judicial decisions; and

27
28 **Whereas**, the Council appointed Stephen Causseaux, Jr., of McCarthy,
29 Causseaux, & Hurdlebrink, Inc., P.S. as the Pierce County Hearing Examiner and
30 authorized the Chair to enter into a Personal Services contract for Hearing Examiner
31 services in Resolution No. R2006-52s; and

32
33 **Whereas**, the Hearing Examiner is authorized to use the services of Deputy
34 Hearing Examiners; and

35
36 **Whereas**, Resolution No. R2006-52s was amended by Resolution No. R2006-
37 125 to add a Deputy Hearing Examiner; and

38
39 **Whereas**, in a previous Personal Services Agreement, the Council authorized
40 the Examiner to use Gig Harbor's Hearing Examiner to hear matters involving property
41 located within Gig Harbor's Urban Growth Area (UGA). That arrangement worked well
42 for citizens of Pierce County and similar authorization should be continued in the current
43 agreement; and



1 **Whereas**, the Personal Services Agreement provides that the maximum
2 consideration for the term of the agreement shall not exceed \$225,000 per calendar
3 year; and
4

5 **Whereas**, cases before the Examiner are becoming more and more complex
6 involving lengthier and more expensive hearings; and
7

8 **Whereas**, the maximum authorized consideration may not fairly compensate the
9 Hearing Examiner for the increasing costs actually incurred in fulfilling the Scope of
10 Work set forth in Exhibit A of the Agreement; and
11

12 **Whereas**, both RCW 36.70.970(3) and PCC 1.22.120 provide that final decisions
13 of a hearing examiner shall be rendered within ten working days following conclusion of
14 all testimony and hearings, unless a longer period is mutually agreed to in writing by the
15 applicant and the hearing examiner; and
16

17 **Whereas**, the Council is concerned that delays in rendering decisions far exceed
18 the statutory ten working days following the conclusion of all testimony and hearings,
19 and are causing detrimental consequences to applicants; **Now Therefore**,

20
21 **BE IT RESOLVED by the Council of Pierce County:**
22

23 Section 1. Section 2. of Resolution No. R2006-52, as amended by R2006-125, is
24 amended to read as follows:
25

26 Section 2. The following individuals are hereby appointed as
27 Deputy Hearing Examiners: Robert Denomy, Antoni H. Froehling, Joe M.
28 Quaintance, Adam Torem, George Kelly, Terrence F. McCarthy, Keith D.
29 McGoffin, Mary Kay High, Jeff Robinson, Mark E. Hurdelbrink, Robert E.
30 Beaty, Jim Densley, Garette Moore, and Matthew King, and for cases
31 involving property within Gig Harbor's UGA, the Hearing Examiner for the
32 City of Gig Harbor.
33

34 Section 2. The Hearing Examiner's quarterly reports shall include a report of the
35 time periods within which decisions are rendered. Such report shall also include
36 whether or not any delay was mutually agreed to by the applicant or appellant and the
37 examiner.
38




1 Section 3. The Personal Services Agreement for Hearing Examiner Services
2 (Exhibit A to Resolution No. R2006-52s) is hereby amended as shown on Exhibit A,
3 which is attached hereto and incorporated herein by reference.

4
5 ADOPTED this 30th day of October, 2007.

6
7 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

8
9
10 
11 _____
12 **Denise D. Johnson**
13 Clerk of the Council
14



Terry Lee
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 \$225,000,246,120 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 30th day of October, 2007.

CONTRACTOR:

McCarthy, Causseaux, & Hurdlebrink, Inc, PS

Attest:

Name

President
Title of Signatory Authorized by Firm Bylaws

Date: 10/29/07

PIERCE COUNTY:

Approved:

Terry Lee, Chair
Pierce County Council

Date: 10/30/07



1 Address:
 2 902 South 10th Street
 3 Tacoma, WA
 4
 5 Mailing Address:
 6 P.O. Box 5767
 7 Tacoma, WA 98405
 8
 9 Contact Name: Stephen Causseaux
 10
 11 Contact Phone: (253) 272-2206
 12
 13 Contact FAX: (253) 272-6439

14
 15 **CONTRACTOR:**

16
 17 Complete the tax status information for one of the following business entity types.
 18 Individual or Corporate name must exactly match that which is registered with either
 19 Social Security Administration or Internal Revenue Service.

20
 21 **SOLE PROPRIETOR:** _____
 22 Business Owner's Name/DBA Business Owner's Social Security No.
 23
 24 **PARTNERSHIP:** _____
 25 Name of Partnership Partnership's Employer Identification No.
 26
 27 **CORPORATION:** McCarthy, Causseaux, & Hurdlebrink, Inc, PS. 91-1292636
 28 Name of Corporation Corporation's Employer Identification No.
 29

30 **GENERAL CONDITIONS**

- 31
 32 1. Scope of Contractor's Services:
 33 The Contractor agrees to provide to the County services and any materials set
 34 forth in the project narrative identified as Exhibit A to Exhibit A during the
 35 agreement period. No material, labor, or facilities will be furnished by the
 36 County, unless otherwise provided for in the Agreement.
 37
 38 2. Accounting and Payment for Contractor Services:
 39 Payment to the Contractor for services rendered under this Agreement shall be
 40 as set forth in Exhibit B to Exhibit A. Where Exhibit B to Exhibit A requires
 41 payments by Pierce County, payment shall be based upon billings, supported
 42 unless otherwise provided in Exhibit B to Exhibit A, by documentation of units of
 43 work actually performed and amounts earned, including where appropriate, the
 44 actual number of days worked each month, total number of hours for the month,
 45 and the total dollar payment requested. Unless specifically stated in Exhibit B to
 46 Exhibit A or approved in writing in advance by the official executing this
 47 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



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

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

16
17 7. Regulations and Requirement:

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

22
23 8. Right to Review:

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

36
37 9. Modifications:

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

40
41 10. Termination for Default:

42 If the Contractor defaults by failing to perform any of the obligations of the
43 contract or becomes insolvent or is declared bankrupt or commits any act of
44 bankruptcy or insolvency or makes an assignment for the benefit of creditors, the
45 County may, by depositing written notice to the Contractor in the U.S. mail,
46 postage prepaid, terminate the contract, and at the County's option, obtain
47 performance of the work elsewhere. If the contract is terminated for default, the



1 Contractor shall not be entitled to receive any further payments under the
2 contract until all work called for has been fully performed. Any extra cost or
3 damage to the County resulting from such default(s) shall be deducted from any
4 money due or coming due to the Contractor. The Contractor shall bear any extra
5 expenses incurred by the County in completing the work, including all increased
6 costs for completing the work, and all damage sustained, or which may be
7 sustained by the County by reason of such default.
8

9 If a notice of termination for default has been issued and it is later determined for
10 any reason that the Contractor was not in default, the rights and obligations of
11 the parties shall be the same as if the notice of termination had been issued
12 pursuant to the Termination for Public Convenience paragraph hereof.
13

14 11. Termination for Public Convenience:

15 The County may terminate the contract in whole or in part whenever the County
16 determines, in its sole discretion, that such termination is in the interests of the
17 County. Whenever the contract is terminated in accordance with this paragraph,
18 the Contractor shall be entitled to payment for actual work performed at unit
19 contract prices for completed items of work. An equitable adjustment in the
20 contract price for partially completed items of work will be made, but such
21 adjustment shall not include provision for loss of anticipated profit on deleted or
22 uncompleted work. Termination of this contract by the County at any time during
23 the term, whether for default or convenience, shall not constitute a breach of
24 contract by the County.
25

26 12. Defense & Indemnity Agreement:

27 The Contractor agrees to defend, indemnify and save harmless the County, its
28 appointed and elective officers and employees, from and against all loss or
29 expense, including but not limited to judgements, settlements, attorney's fees and
30 costs by reason of any and all claims and demands upon the County, its elected
31 or appointed officials or employees for damages because of personal or bodily
32 injury, including death at any time resulting therefrom, sustained by any person
33 or persons and on account of damage to property including loss of use thereof,
34 whether such injury to persons or damage to property is due to the negligence of
35 the Contractor, his/her Subcontractor, its successor or assigns, or its or their
36 agent, servants, or employees, the County, its appointed or elected officers,
37 employees or their agents, except only such injury or damage as shall have been
38 occasioned by the sole negligence of the County, its appointed or elected
39 officials or employees. It is further provided that no liability shall attach to the
40 County by reason of entering into this contract, except as expressly provided
41 herein.
42

43 13. Industrial Insurance Waiver:

44 With respect to the performance of this agreement and as to claims against the
45 County, its officers, agents and employees, the Contractor expressly waives its
46 immunity under Title 51 of the Revised Code of Washington, the Industrial
47 Insurance Act, for injuries to its employees and agrees that the obligations to



1 indemnify, defend and hold harmless provided in this agreement extend to any
2 claim brought by or on behalf of any employee of the Contractor. This waiver is
3 mutually negotiated by the parties to this agreement.
4

5 14. Venue and Choice of Law:

6 In the event that any litigation should arise concerning the construction or
7 interpretation of any of the terms of this Agreement, the venue of such action of
8 litigation shall be in the courts of the State of Washington in and for the County of
9 Pierce. This Agreement shall be governed by the law of the State of
10 Washington.
11

12 15. Withholding Payment:

13 In the event the Contracting Officer determines that the Contractor has failed to
14 perform any obligation under this Agreement within the times set forth in this
15 Agreement, then the County may withhold from amounts otherwise due and
16 payable to Contractor the amount determined by the County as necessary to
17 cure the default, until the Contracting Officer determines that such failure to
18 perform has been cured. Withholding under this clause shall not be deemed a
19 breach entitling Contractor to termination or damages, provided that the County
20 promptly gives notice in writing to the Contractor of the nature of the default or
21 failure to perform, and in no case more than 10 days after it determines to
22 withhold amounts otherwise due. A determination of the Contracting Officer set
23 forth in a notice to the Contractor of the action required and /or the amount
24 required to cure any alleged failure to perform shall be deemed conclusive,
25 except to the extent that the Contractor acts within the times and in strict accord
26 with the provisions of the Disputes clause of this Agreement. The County may
27 act in accordance with any determination of the Contracting Officer which has
28 become conclusive under this clause, without prejudice to any other remedy
29 under the Agreement, to take all or any of the following actions: (1) cure any
30 failure or default, (2) to pay any amount so required to be paid and to charge the
31 same to the account of the Contractor, (3) to set off any amount so paid or
32 incurred from amounts due or to become due the Contractor. In the event the
33 Contractor obtains relief upon a claim under the Disputes clause, no penalty or
34 damages shall accrue to Contractor by reason of good faith withholding by the
35 County under this clause.
36

37 16. Future Non-Allocation of Funds:

38 If sufficient funds are not appropriated or allocated for payment under this
39 contract for any future fiscal period, the County will not be obligated to make
40 payments for services or amounts incurred after the end of the current fiscal
41 period. No penalty or expense shall accrue to the County in the event this
42 provision applies.
43

44 17. Contractor Commitments, Warranties and Representations:

45 Any written commitment received from the Contractor concerning this Agreement
46 shall be binding upon the Contractor, unless otherwise specifically provided
47 herein with reference to this paragraph. Failure of the Contractor to fulfill such a



1 commitment shall render the Contractor liable for damages to the County. A
2 commitment includes, but is not limited to any representation made prior to
3 execution of this Agreement, whether or not incorporated elsewhere herein by
4 reference, as to performance of services or equipment, prices or options for
5 future acquisition to remain in effect for a fixed period, or warranties.
6

7 18. Patent/Copyright Infringement:

8 Contractor will defend and indemnify the County from any claimed action, cause
9 or demand brought against the County, to the extent such action is based on the
10 claim that information supplied by the Contractor infringes any patent or
11 copyright. The Contractor will pay those costs and damages attributable to any
12 such claims that are finally awarded against the County in any action. Such
13 defense and payments are conditioned upon the following:
14

- 15 a. That Contractor shall be notified promptly in writing by County of any notice
16 of such claim.
- 17
- 18 b. Contractor shall have the right, hereunder, at its option and expense, to
19 obtain for the County the right to continue using the information, in the event
20 such claim of infringement, is made, provided no reduction in performance
21 or loss results to the County.
22

23 19. Disputes:

24 a. General

25 Differences between the Contractor and the County, arising under and by
26 virtue of the Contract Documents shall be brought to the attention of the
27 County at the earliest possible time in order that such matters may be
28 settled or other appropriate action promptly taken. Except for such
29 objections as are made of record in the manner hereinafter specified and
30 within the time limits stated, the records, orders, rulings, instructions, and
31 decisions of the Contracting Officer, shall be final and conclusive.
32

33 b. Notice of Potential Claims

34 The Contractor shall not be entitled to additional compensation which
35 otherwise may be payable, or to extension of time for (1) any act or failure to
36 act by the Contracting Officer or the County, or (2) the happening of any
37 event or occurrence, unless the Contractor has given the County a written
38 Notice of Potential Claim within 10 days of the commencement of the act,
39 failure, or event giving rise to the claim, and before final payment by the
40 County. The written Notice of Potential Claim shall set forth the reasons for
41 which the Contractor believes additional compensation or extension of time
42 is due, the nature of the cost involved, and insofar as possible, the amount
43 of the potential claim. Contractor shall keep full and complete daily records
44 of the Work performed, labor and material used, and all costs and additional
45 time claimed to be additional.
46



1 c. Detailed Claim

2 The Contractor shall not be entitled to claim any such additional
3 compensation, or extension of time, unless within 30 days of the
4 accomplishment of the portion of the work from which the claim arose, and
5 before final payment by the County, the Contractor has given the County a
6 detailed written statement of each element of cost or other compensation
7 requested and of all elements of additional time required, and copies of any
8 supporting documents evidencing the amount or the extension of time
9 claimed to be due.

10
11 20. Ownership of Items Produced:

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

15
16 21. Confidentiality:

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

27
28 22. Notice:

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

36
37 23. Severability:

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



- 1 24. Waiver:
2 Waiver of any breach or condition of this contract shall not be deemed a waiver
3 of any prior or subsequent breach. No term or condition of this contract shall be
4 held to be waived, modified or deleted except by an instrument, in writing, signed
5 by the parties hereto.
6
- 7 25. Waiver of Noncompetition:
8 Contractor irrevocably waives any existing rights which it may have, by contract
9 or otherwise, to require another person or corporation to refrain from submitting a
10 proposal to or performing work or providing supplies to Pierce County, and
11 contractor further promises that it will not in the future, directly or indirectly,
12 induce or solicit any person or corporation to refrain from submitting a bid or
13 proposal to or from performing work or providing supplies to Pierce County.
14
- 15 26. Survival:
16 The provisions of paragraphs 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
17 21, 24, and 25 shall survive, notwithstanding the termination or invalidity of this
18 Agreement for any reason.
19
- 20 27. Entire Agreement:
21 This written contract represents the entire Agreement between the parties and
22 supersedes any prior oral statements, discussions or understandings between
23 the parties.
24
- 25 28. Labor Standards and Contract Assistance:
26 The Contractor shall comply with the provisions of Exhibit C to Exhibit A,
27 attached hereto, titled "Contract Compliance For Professional, Technical, Supply
28 or Services".
29



EXHIBIT A TO EXHIBIT A
(SCOPE OF WORK)

I.

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

- (1) Serve as the Pierce County Hearing Examiner.
- (2) Hear and act as authorized by the Council in conducting hearings pursuant to Pierce County Code, ordinance, resolution, and State law.
- (3) Submit to the Council a quarterly report summarizing the type and nature of the hearings held during the quarter.
- (4) Initiate, recommend, and assist with any revisions to the Pierce County Code affecting the duties of the Hearing Examiner.
- (5) Prepare and copy the administrative record at request of the County when a Hearing Examiner decision is appealed.

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

II,

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

- (1) Transportation to and from public hearings, and to and from the sites to be viewed.
- (2) View sites when deemed necessary.
- (3) Office and office equipment.
- (4) 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.
- (5) Send copies of the Hearing Examiner's Report of Findings, Conclusions, and Decision (as required by law or regulation) and all other appropriate documents related to each case.



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



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



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

1
2
3
4
5
6
7
8
9
10
11
12
13

Not amended by this Proposal.





Pierce County Council

930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402-2176
(253) 798-7777
FAX (253) 798-7509
Toll-Free (800) 992-2456
www.piercecountywa.org/council

County Council Meeting

Terry Lee, Chair
Calvin Goings, Vice Chair
Shawn Bunney, Executive Pro Tempore
Roger Bush, Member
Timothy M. Farrell, Member
Barbara Gelman, Member
Dick Muri, Member
Clerk: Denise Johnson, (253) 798-6065

MEETING NOTICE

Meeting Date: October 30, 2007
Time: 3:00 p.m.
Place: Pierce County Council Chambers
930 Tacoma Avenue South, Room 1045, Tacoma, WA

The Council encourages public participation. Opportunities for public comment are provided for every action item on the agenda. You may also provide written comments at any time up to final adoption of a proposal. You can find the mailing address and Fax numbers at the top of this notice or on the Council's web page (www.piercecountywa.org/council). The email address and phone number for the appropriate Council contact person for the proposal is noted below.

- 1. Proposal No. R2007-132, A Resolution of the Pierce County Council Related to the Office of the Hearing Examiner; Authorizing the Use of Gig Harbor's Hearing Examiner as a Deputy Hearing Examiner for Cases Involving Property within Gig Harbor's Urban Growth Area (UGA); Increasing the Maximum Consideration Authorized under the Agreement; Requesting that the Examiner's Quarterly Reports Include the Time Periods within which Decisions are Rendered; and Amending Resolution No. R2006-52, as Amended by Resolution No. R2006-125, in Connection Therewith.**

Council contact person: Susan Long, (253) 798-6068, slong@co.pierce.wa.us

Dated: October 24, 2007

Please note that all Council meetings are audio recorded and cablecast from gavel to gavel. Meetings are broadcast live and replayed beginning the next day on channels 22 (Comcast), 78 (Rainier Connect) and 22 (Click! network).

Srt 10/24/07

Steve Causseaux, Jr.
Hearing Examiner
902 So. 10th Street
Tacoma, WA 98405

ROUTING

Attn: Aaron BeMiller
BNF

ROUTING

Attn: Vicki Diamond
PALS

ROUTING

Attn: Paul Bocchi
CNCL

Margaret Klockars
Hearing Examiner
3510 Grandview Street
Gig Harbor, WA 98335

ROUTING

Attn: Judy Gasperecz
BNF

ROUTING

Attn: Jill Guernsey
PA-CIV

ROUTING

Attn: Chuck Kleeberg
PALS

ROUTING

Attn: Patrick Kenney
BNF

ROUTING

Attn: Pat McCarthy
AUD

ROUTING

Attn: Anne McKay
CNCL



[Menu](#)

Preview Message

From: automail@co.pierce.wa.us
To: Land Use and Planning Mailing List
Subject: Proposal No. R2007-132

Pierce County
Washington

County Council Meeting
 Terry Lee, Chair
 Calvin Goings, Vice Chair
 Shawn Bunney, Executive Pro Tempore
 Roger Bush, Member
 Timothy M. Farrell, Member
 Barbara Gelman, Member
 Dick Muri, Member

Clerk: Denise Johnson, (253) 798-6065

MEETING NOTICE

Meeting Date: October 30, 2007
 Time: 3:00 p.m.
 Place: Pierce County Council Chambers
 930 Tacoma Avenue South, Room 1045, Tacoma, WA

The Council encourages public participation. Opportunities for public comment are provided for every action item on the agenda. You may also provide written comments at any time up to final adoption of a proposal. You can find the mailing address and Fax numbers at the top of this notice or on the Council's web page (www.piercecountywa.org/council). The email address and phone number for the appropriate Council contact person for the proposal is noted below.

1. Proposal No. R2007-132, A Resolution of the Pierce County Council Related to the Office of the Hearing Examiner; Authorizing the Use of Gig Harbor's Hearing Examiner as a Deputy Hearing Examiner for Cases Involving Property within Gig Harbor's Urban Growth Area (UGA); Increasing the Maximum Consideration Authorized under the Agreement; Requesting that the Examiner's Quarterly Reports Include the Time Periods within which Decisions are Rendered; and Amending Resolution No. R2006-52, as Amended by Resolution No. R2006-125, in Connection Therewith.

Council contact person: Susan Long, (253) 798-6068, slong@co.pierce.wa.us

Dated: October 24, 2007

We hope this message was helpful. However, if you'd rather not receive future e-mails of this type, please remove yourself from this mailing list at <http://www.co.pierce.wa.us/cfapps/internet/account/myAccount.cfm>.

Copyright (c) 2007 Pierce County Washington

<<< Edit

Send the Sucker!

Sent 10/24/07



[Menu](#)

Send Message

Sending message to <dmkeln_05@yahoo.com>... message sent.
 Sending message to <josacole@hotmail.com>... message sent.
 Sending message to <kelly_mainard@comcast.net>... message sent.
 Sending message to <murback@earthlink.net>... message sent.
 Sending message to <peter.bennett@us.kline.com>... message sent.
 Sending message to <r2kimac@earthlink.net>... message sent.
 Sending message to <rodem75@hotmail.com>... message sent.
 Sending message to <strych09XP@msn.com>... message sent.
 Sending message to <tvannuys@centurytel.net>... message sent.
 Sending message to <anonfree@yahoo.com>... message sent.
 Sending message to <colin@hometeamnw.com>... message sent.
 Sending message to <dcknowles@hotmail.com>... message sent.
 Sending message to <devans@tpchd.org>... message sent.
 Sending message to <mansdarbs@aol.com>... message sent.
 Sending message to <thomas-barone@msn.com>... message sent.
 Sending message to <zislanders@juno.com>... message sent.
 Sending message to Aaron Blaisdell <ablaisdell@prizmsurveying.com>... message sent.
 Sending message to Aaron Corvin <aaron.corvin@thenewstribune.com>... message sent.
 Sending message to Alan Roberts <AJDakine@comcast.net>... message sent.
 Sending message to alex otto <alex.otto@thenewstribune.com>... message sent.
 Sending message to ALFRED L Jose <kc6al@netscape.net>... message sent.
 Sending message to Allen Coward <ancoward@comcast.net>... message sent.
 Sending message to Amy Reagan <yachtlady@centurytel.net>... message sent.
 Sending message to Ana Sierra-Jonsson <amsierra@yahoo.com>... message sent.
 Sending message to Andrew Bacon <andrewbacon@theitconsultancy.com>... message sent.
 Sending message to Angela Wingate <awingate@investco.net>... message sent.
 Sending message to Ann Williams <dennis.w@comcast.net>... message sent.
 Sending message to annalisa farley <sinfullysweet722@hotmail.com>... message sent.
 Sending message to annalisa oswald <sinfullysweet722@aol.com>... message sent.
 Sending message to April Putney <april@futurewise.org>... message sent.
 Sending message to b sawyer <bsawyer>... message sent.
 Sending message to B Trujillo <btrujillo@cabq.gov>... message sent.
 Sending message to Barbara Best <hersgh@comcast.net>... message sent.
 Sending message to Barbara Schoos <sbbz@zcloud.net>... message sent.
 Sending message to Ben Williams <bwilliams@sonitrolpacific.com>... message sent.
 Sending message to Benjamin Pierson <bpierse@co.pierce.wa.us>... message sent.
 Sending message to Benjamin Williams <bcwglm1@aol.com>... message sent.
 Sending message to Brad Doll <braddoll@msn.com>... message sent.
 Sending message to Brian Ziegler <bziegle@co.pierce.wa.us>... message sent.
 Sending message to Brook Parker <Che-Che-16@yahoo.com>... message sent.
 Sending message to Bryan McConaughy <bryan@bmccconsulting.net>... message sent.
 Sending message to C McAfee <a911firelady@hotmail.com>... message sent.
 Sending message to Carl Beauregard <cbeauregard@multistate.com>... message sent.
 Sending message to Carol Cain <cain1950@comcast.net>... message sent.
 Sending message to Cary Bailey <lanebailey@comcast.net>... message sent.
 Sending message to Char Humelbaugh <contact@rivieraclub.org>... message sent.
 Sending message to Chris Gillooly <chris@creationllc.com>... message sent.
 Sending message to Christina Mudgett <cmudget@co.pierce.wa.us>... message sent.
 Sending message to Cindy Beckett <cbecket@prodigy.net>... message sent.
 Sending message to Cindy Willis <cwillis@co.pierce.wa.us>... message sent.
 Sending message to Clinton Lewis <clint_7088@msn.com>... message sent.
 Sending message to Colleen Slater <cas4936@centurytel.net>... message sent.
 Sending message to Cort Daniel <Cort_Daniel@alum.ups.edu>... message sent.
 Sending message to Cristina Cheramie <CristinaCheramie@msn.com>... message sent.
 Sending message to Cynthia Baldado <cynthwa@comcast.net>... message sent.
 Sending message to Dan Nutt <dannutt@centurytel.net>... message sent.

Sending message to Daniel Manasco <dan5150@surfbest.net>... message sent.
Sending message to Dave Hobley <Info@Hobley.com>... message sent.
Sending message to Dave Hyres <dhyres@hotmail.com>... message sent.
Sending message to Dave Lewis <davel@gravelpits.com>... message sent.
Sending message to David Artz <builderdave@hotmail.combettya>... message sent.
Sending message to David Chapman <chap34@hotmail.com>... message sent.
Sending message to david mc hugh <davemchugh@centurytel.net>... message sent.
Sending message to Dawn Dalton <msladalton@comcast.net>... message sent.
Sending message to Denise Johnson <djohnso@co.pierce.wa.us>... message sent.
Sending message to dennis warner <dewles@comcast.net>... message sent.
Sending message to Dick Muri <DickMuri@aol.com>... message sent.
Sending message to Djana Milton <djanam@msn.com>... message sent.
Sending message to Domoni Glass <dglass@centurytel.net>... message sent.
Sending message to Don Pringle <pringlejdp@comcast.net>... message sent.
Sending message to Donald Perry <dtperry1@comcast.net>... message sent.
Sending message to Douglas Hart <dmhart@rainierconnect.com>... message sent.
Sending message to Douglas Querl <douglasquerl@hotmail.com>... message sent.
Sending message to Dwight Hartman <prestonpond@centurytel.net>... message sent.
Sending message to Elaina Johnson-Ng <elainajohnsonng@myway.com>... message sent.
Sending message to Elihue Claypoole <e.claypoole@comcast.net>... message sent.
Sending message to Eric Schuman <maintenanceeric@comcast.net>... message sent.
Sending message to Erik Hodge <ehodge@87s.org>... message sent.
Sending message to Foster Morss <dfmorss@multistate.com>... message sent.
Sending message to Francisca Beaver <Francisca.B@comcast.net>... message sent.
Sending message to Gary Purcell <gnjpurcell@comcast.net>... message sent.
Sending message to Gillian Payne <ghaywar@yahoo.com>... message sent.
Sending message to Gina Reed <blessedbasket@msn.com>... message sent.
Sending message to Gregg McClellan <gmcclel@co.pierce.wa.us>... message sent.
Sending message to hair farmer <hairfarmer101@msn.com>... message sent.
Sending message to heidi moores <heidi.c.amundson-moores@boeing.com>... message sent.
Sending message to Henry Collins <hank8ruby5@comcast.net>... message sent.
Sending message to Hugh McGillivray <HMcGillivr@AOL.com>... message sent.
Sending message to Irene Torres <irene2211@yahoo.com>... message sent.
Sending message to Isaiah Boney <isaiahbonmey400@hotmail.com>... message sent.
Sending message to ismail Arslangiray <iarslangiray@yahoo.com>... message sent.
Sending message to Jabari Hampton <jh407@earthlink.net>... message sent.
Sending message to James Bixler <aifr2701@centurytel.net>... message sent.
Sending message to James Jones <the3rdpigshouse@aol.com>... message sent.
Sending message to Jane Moore <swimmooore@comcast.net>... message sent.
Sending message to jane morris <jane022@centurytel.net>... message sent.
Sending message to Jane Parr <mparr@co.pierce.wa.us>... message sent.
Sending message to Janet Orozco <littlerespect@msn.com>... message sent.
Sending message to Janice Brevik <jbrevik@co.pierce.wa.us>... message sent.
Sending message to jason chambers <jchambers@barclaysnorth.com>... message sent.
Sending message to Javier Figueroa <javfig@comcast.net>... message sent.
Sending message to Jeff Tarbutton <jayypee@yahoo.com>... message sent.
Sending message to Jeff Webb <jeff.webb@comcast.net>... message sent.
Sending message to Jeff Webb <webb_965@msn.com>... message sent.
Sending message to jeffrey schulz <bodean12@comcast.net>... message sent.
Sending message to Jesse Boyle <jboyle1@co.pierce.wa.us>... message sent.
Sending message to JL Stave <john@jlstave.com>... message sent.
Sending message to joe arena <arena@dreambuilders.com>... message sent.
Sending message to Joe Beach <joe@brookdalegolf.com>... message sent.
Sending message to Joel Lundberg <joel.lundberg@comcast.net>... message sent.
Sending message to John Merrill <j_l_merrill@hotmail.com>... message sent.
Sending message to John Wheeler <fanofsenna@earthlink.net>... message sent.
Sending message to Johnnie Paradiso <oceanusgirl2@yahoo.com>... message sent.
Sending message to JOn Cronk <jonc@stanbrooke.com>... message sent.
Sending message to Jonathan Henderson <jonathan.henderson@us.army.mil>... message sent.
Sending message to joseph chang <josephchang007@yahoo.com>... message sent.
Sending message to Joshua Forrester <jforrester@uvalu.com>... message sent.
Sending message to Joshua Reed <joshuanreed@hotmail.com>... message sent.
Sending message to k fagerstrom <karenfagerstrom@hotmail.com>... message sent.
Sending message to Karen Lease-Smith <kleases@co.pierce.wa.us>... message sent.
Sending message to Karen Madden <karenmadden@hotmail.com>... message sent.
Sending message to Kari-lynn Frank <kari-lynnfrank@comcast.net>... message sent.
Sending message to Karli Barich <karli@rha-ps.com>... message sent.

Sending message to Kathy Fewins <kfewins@investco>... message sent.
Sending message to Kathy Fewins <kfewins@investco.com>... message sent.
Sending message to keith foster <officialkf@comcast.net>... message sent.
Sending message to Kim Benedict <kbenedi@co.pierce.wa.us>... message sent.
Sending message to Kim Bradford <kim.bradford@thenewstribune.com>... message sent.
Sending message to Kim Groves <kgroves@co.pierce.wa.us>... message sent.
Sending message to Kimberly and Carolyn Rodriguez <TEN35prior@hotmail.com>... message sent.
Sending message to Kristy Gledhill <kgledhill@tacomaartmuseum.org>... message sent.
Sending message to Larry Gezelius <lgezelius@gmail.com>... message sent.
Sending message to Laura Bangerter <bangerlm@gmail.com>... message sent.
Sending message to Laura Booth <4thebooths05@comcast.net>... message sent.
Sending message to Laura Cunningham <lcunnin@co.pierce.wa.us>... message sent.
Sending message to Laura Kelly <lkelly@barclaysnorth.com>... message sent.
Sending message to Laura Lee <llee44@comcast.net>... message sent.
Sending message to lee spearin <lee_spearin@hilinohomes.com>... message sent.
Sending message to Leona Martin Hall <lc71@comcast.net>... message sent.
Sending message to Leslie Sokolik <rsokolik65@centurytel.net>... message sent.
Sending message to Liliana Hernandez <lily_hdez79@yahoo.com>... message sent.
Sending message to Linda Buix <lbuix@yahoo.com>... message sent.
Sending message to Lisa Babis <lisa_babis@yahoo.com>... message sent.
Sending message to Lisa Copp <lcopp@safest.org>... message sent.
Sending message to Liz Galentine <lizard@nwrain.com>... message sent.
Sending message to Loretta Uebele <LottaKarma@comcast.net>... message sent.
Sending message to Luther Cowan <cowanlj@comcast.net>... message sent.
Sending message to Lynn Brewer <lynn@integrityinstitute.com>... message sent.
Sending message to Mardy Fairchild <mfairch@co.pierce.wa.us>... message sent.
Sending message to Mardy Fairchild <mfairch@harbornet.com>... message sent.
Sending message to Marian Berejikian <FOPC@comcast.net>... message sent.
Sending message to Marian Betzer <mjbetzer@msn.com>... message sent.
Sending message to Marilyn Sanders <marilynksanders@comcast.net>... message sent.
Sending message to Mark Hamilton <deemark@comcast.net>... message sent.
Sending message to mark san souci <sansouci01@comcast.net>... message sent.
Sending message to Marque Walker <bigdogdad3@hotmail.com>... message sent.
Sending message to Marsha Huebner <mhuebne@co.pierce.wa.us>... message sent.
Sending message to Marvin Presnall <mlpresnall@aol.com>... message sent.
Sending message to Matt Garry <info@andersonisland.net>... message sent.
Sending message to Megan Freiling <megan.freiling@cptc.edu>... message sent.
Sending message to Melanie Gardner <melaniejgirl@yahoo.com>... message sent.
Sending message to Melvain Donyes <dreamscansoar@comcast.net>... message sent.
Sending message to Meredith Weiler <meridith@eatonvillecitizens.com>... message sent.
Sending message to Michael Armanious <mikearmanious@gmail.com>... message sent.
Sending message to Michael Lair <ftw752@yahoo.com>... message sent.
Sending message to Michele Schaper <7FRESHADAY@NVENTURE.COM>... message sent.
Sending message to Michele Woolley <swoolley>... message sent.
Sending message to Michelle Daugherty <scottmichelled@msn.com>... message sent.
Sending message to Michelle Viersw <Viersmichelle@yahoo.com>... message sent.
Sending message to mike elston <mike.elston@dutcherscove.com>... message sent.
Sending message to Mike Heishman <bbm84025>... message sent.
Sending message to Mike Westlund <westlundm@hotmail.com>... message sent.
Sending message to Miles Raymond <m_rayman@bigfoot.com>... message sent.
Sending message to Monty Mahan <montym@piercecountycd.org>... message sent.
Sending message to morgan alexander <motocafe@yahoo.com>... message sent.
Sending message to Nancy McFarland <northendnancy@wamail.net>... message sent.
Sending message to Nathan Marshall <nate.marshall@gmail.com>... message sent.
Sending message to patrick flynn <alop2@harbornet.com>... message sent.
Sending message to Patrick Jackson <jaxpg35@comcast.net>... message sent.
Sending message to Paul Ellis <paul.ellis@tacomachamber.org>... message sent.
Sending message to paul lecroy jr <pmlecroy@hotmail.com>... message sent.
Sending message to paul Melkers <seattlefirefighter@comcast.net>... message sent.
Sending message to Persida Iorga <persis123@gmail.com>... message sent.
Sending message to pete golden <pethel78@earthlink.net>... message sent.
Sending message to Phil Brooke <oldbrickhousefarm@yahoo.com>... message sent.
Sending message to Randy Boss <randyboss@comcast.net>... message sent.
Sending message to Randy Sundean <rs@pobox.com>... message sent.
Sending message to Rebecca Saldana <rsaldana@seiu6.org>... message sent.
Sending message to Rep. Dawn Morrell <morrell.dawn@leg.wa.gov>... message sent.
Sending message to Richard Burrell <rburrell@barclaysnorth.com>... message sent.

Sending message to Richard Miller III <richard_31285@msn.com>... message sent.
Sending message to Richard Sullivan <rjsullivan@msn.com>... message sent.
Sending message to Richard Wilson <graham98338@comcast.net>... message sent.
Sending message to Rick Pinkley <greerp@qwest.net>... message sent.
Sending message to Rob Curry <streykatt@gmail.com>... message sent.
Sending message to Robert Grider <throckm@aol.com>... message sent.
Sending message to Robert Van Slyke <rvanslyke@bethelsd.org>... message sent.
Sending message to Rod Thomas <rodneighbthomas@earthlink.net>... message sent.
Sending message to Rose Ehart <rose_ehart@qwest.net>... message sent.
Sending message to Sabine Fintak <sfintak@bethelsd.org>... message sent.
Sending message to Samuel Taylor <coachst@comcast.net>... message sent.
Sending message to Sara Eckhardt <sara.eckhardt@clark.wa.gov>... message sent.
Sending message to Scott Flanders <theflanders@comcast.net>... message sent.
Sending message to Scott Gallacher <scottgallacher@harboret.com>... message sent.
Sending message to Scott Hatcher <scott.hatcher@comcast.net>... message sent.
Sending message to Shari Tompkins <sharitompkins@yahoo.com>... message sent.
Sending message to Shawn Hunstock <sdh0004@yahoo.com>... message sent.
Sending message to sherilee luedtke <smluedtke@mlr-law.com>... message sent.
Sending message to Sonja Hall <sonja.hall@tacomachamber.org>... message sent.
Sending message to Spencer Beier <Spencercaurus@hotmail.com>... message sent.
Sending message to Stacy Emerson <stacy.emerson@gmail.com>... message sent.
Sending message to Stacy Emerson <stacy.emerson@southsoundpromotions.com>... message sent.
Sending message to Stan Catchpole <stan.catchpole@gsa.gov>... message sent.
Sending message to Steve Bagley <sbagley@centurytel.net>... message sent.
Sending message to steve dunkelberger <news@businesssexaminer.com>... message sent.
Sending message to Steve Wynne <steve.wynne@lycos.com>... message sent.
Sending message to Tara Hazarian <thazarian@enviroissues.com>... message sent.
Sending message to Tara Hazarian <thazarian@portofacoma.com>... message sent.
Sending message to Timothy Kobernik <timskier@gmail.com>... message sent.
Sending message to tina lott <lotlitt@comcast.net>... message sent.
Sending message to Tom Pollard <tpollard@highline.edu>... message sent.
Sending message to tony miller <yzmxcando@comcast.net>... message sent.
Sending message to Tracy Burton <oboyoburto@aim.com>... message sent.
Sending message to Troy Carissimo <tcarizz@aol.com>... message sent.
Sending message to Vergel Bautista <shadowteamleader59@msn.com>... message sent.
Sending message to Wade Triplett <wade_triplett@yahoo.com>... message sent.
Sending message to Walt Corneille <cornay49@hotmail.com>... message sent.
Sending message to William Gilpin <gilpinwe@comcast.net>... message sent.
Sending message to William Painter <painter@plu.edu>... message sent.

229 messages have been placed in the mail queue.

From: Denise Johnson
To: c.allen@mchlawoffices.com
Date: 10/24/2007 11:21:11 AM
Subject: Proposal No. R2007-132 for Steve Causseaux

Christina,

Please let Steve know that the attached proposal will be heard by the Pierce County Council on **Tuesday, October 30 at 3 p.m.**, in Council Chambers, County-City Building, 930 Tacoma Avenue S., Room 1046.

We apologize for the short notice.

Thanks-

Denise D. Johnson
Clerk of the Council
Pierce County Council
(253) 798-6065
www.piercecountywa.org/council

*proposal + exhibit
emailed 10/24/07 DJ*

TO: Councilmember

FROM: *AB SL*

DATE: 10/22/07

SUBJECT: PRELIMINARY REVIEW OF *Resolution Authorizing the use of High Harbor's Hearing Examiner for*

Technical Review by Clerk *DJ 10/19/07* *Cases involving Property within G.H's u GA.*

FROM PRELIMINARY REVIEW, THIS PROPOSAL APPEARS TO BE (may check more than one box):

- Ready for formal Council and Committee review;
- Missing certain information that you may want the proposer to supply;
- Needing structural or formatting changes that you may want the proposer to correct;
- Likely to generate public debate and/or need Council or staff time; and/or
- Within Council-identified priorities for this year.

_____ provided additional information for this review.

RECOMMENDATION BASED ON THE FOLLOWING REVIEW OF THIS PROPOSAL AS SUBMITTED:

Yes No N/A

Title of Proposed Ordinance/Resolution

- Title adequately describes the proposal?
- Title meets County conventions: deals with only one subject and includes Code citations?

Items on Data Sheet

- Signed by the Department Head and Executive?
- Fiscal Impacts appear thoughtfully outlined?
- Special Notice requirements specified?

Other Items

- Is it an official control?
- Does it authorize a tax?
- Does it impose a penalty?
- Is it GMA related?
- Attaches or cites legal mandate/requirement/guidance, if relevant?
- Necessary background information attached?
- SEPA threshold determination provided, if relevant?
- Planning Commission report provided, if relevant?
- Review by Prosecutor or Risk Management provided, if relevant?
- Interested parties list attached?
- If an appointment, is application attached?
- Includes all exhibits?
- Properly formats and includes Code sections and proposed Code changes?
- Are the pages that need to be copied in color tagged?
- Does the final distribution list include the drafter and other appropriate persons?
- Relevant advisory committee recommendation included?

missing part

OTHER COMMENTS, FINDINGS

Requested due date:

Described as "Priority Need" by:

Correlates to Other Council actions (specify committee, ordinance/resolution):

Comments:

Interested Party Mailing List

- Meetings** - Weekly council agendas and committee schedules
- Anderson Island** - Issues related to Anderson Island
- Animals** - Licensing, regulation, animal control
- Boards & Commissions** - Internal & External Boards and Commissions, Ethics Commission
- Budget and Operations** - County budget, capital facilities, contracts, intergovernmental agreements
- Economic Development** - Job creation and retention
- Elections** - Voter registration, polling venues, procedures
- Environment** - Shorelines, wetlands, current use assessment, junk cars, illegal dumping, mitigation
- Health** - Public health, communicable diseases, environmental health, air quality
- Human and Community Services** - Mental health, senior services, long-term care, chemical dependency, developmental disabilities, housing, homelessness, children and families
- Land Use and Planning** - Building permits, zoning, construction, impact fees, annexations, community planning, comprehensive planning
- Parks** - Golf courses, recreation areas, trails, Sprinker Recreation Center, Conservation Futures
- Performance Audit** - Audits of County Departments as Mandated by the Charter
- Public Safety** - Sheriff, corrections, courts, prosecuting attorney, probation, firearms, fire prevention, emergency management
- Public Works** - Sewers, solid waste and recycling, water programs, surface water management, public utilities, flooding
- Telecommunications** - Cable, utility local improvement districts, Rainier Communications Commission, telecom franchises
- Transportation** - Roads, ferries, transportation improvement plan



PROPOSED ORDINANCE OR RESOLUTION

DATA SHEET

Proposal No.

R2007-132

To be Inserted by the Clerk of the Council

Pierce County

Direct Questions to the Clerk of the Council at (253) 798-7777.

1. Date Prepared: October 18, 2007	Signature Block	
2. Date Received by Council Clerk: 10/19/2007	5. County Executive	8. Prime Sponsor(s) <i>[Signature]</i>
3. Drafted by (Name, Dept., Phone Number) Susan Long/798-6068	6. Department Head	<i>[Signature]</i>
4. Council Staff Contact (Name and Phone Number): Susan Long/798-6068	7. Budget and Finance (if appropriate - see instructions)	9. Risk Management (if appropriate - see instructions)

11. Effective Date Desired:
 Final Hearing Date Desired:
 A Committee Hearing Date is Planned.
Date:
Committee Name:
Explanation:

10. Assigned Deputy Prosecuting Attorney (Name and Phone Number)

12. Is This an Official Control? See Instructions.
 Yes No

13. Complete Title of Ordinance or Resolution:
A Resolution of the Pierce County Council Related to the Office of the Hearing Examiner; Authorizing the Use of Gig Harbor's Hearing Examiner as a Deputy Hearing Examiner for Cases Involving Property Within Gig Harbor's Urban Growth Area (UGA); Increasing the Maximum Consideration Authorized Under the Agreement; and Amending Resolution No. R2006-52, as Amended by Resolution No. R2006-125, in Connection Therewith.

14. List Code Changes Proposed:
1. New Chapter/Section:
2. Amends:
3. Repeals:
4. None Proposed:

15. List Special Advertising or Posting Requirements, Include Code Citations:

16. Summary and Intent of This Legislation:
This Resolution relates to the Office of the Hearing Examiner by authorizing the use of Gig Harbor's Hearing Examiner as a Deputy Hearing Examiner for cases involving property within Gig Harbor's UGA, increasing the maximum consideration authorized under the Agreement, and amending Resolution No. R2006-52, as amended by Resolution No. R2006-125, in connection therewith.

What Prompted This Legislation?

17. Source Documents: List All Materials Included as Part of the Official Record, or as Backup Information. Use Additional Pages, if Necessary.

1.	5.
2.	6.
3.	7.
4.	8.

Review of final amendments by Council staff: _____ Date: _____
Clerk sent copy of Data Sheet to: Executive Drafter of Proposal

18. Electronic Copy of Proposal and Exhibits Attached as:

- Floppy Disk, CD, Email to Clerk,
- in Council Directory.

Filenames:

Ord/Res: **f:\wpfiles\lmedley\hearing Examiner contract 2007.doc**

Exhibit A: **f:\wpfiles\lmedley\hearing Examiner contract 2007 exa.doc**

Exhibit B:

Exhibit C:

More Filenames:

19. Electronic Copy of Interested Parties List (IPL) Attached:

- Floppy Disk, CD, Email to Clerk,
- In Council Directory.

Interested Parties List Filename(s):

f:\wpfiles\lmedley\hearing examiner contract 2007 ipl.doc

20. Select Subject Area from the Drop-Down Menu Below. Click on the Field to See Entire List. To Choose a Second Subject Area, Use the Second Drop-Down List:

- None -
- None -

21. Distribution List for Sending Final Signed Copy of Proposal:

John Ladenburg, County Executive
 Pierce County Library
 Municipal Research and Services Center
 Law Library
 State Examiner
 Susan Long, Code Revisor
 Linda Medley, Council Legal Clerk (Ordinances amending the Code)
 Council Record Book

Steve Causseaux, Jr., Hearing Examiner, 902 So. 10th Street, Tacoma, WA 98405

Chuck Kleeberg, Director of PALS

Patrick Kenney, Director of Budget of Finance

Aaron BeMiller, Budget and Finance

Judy Gasperecz, Budget and Finance

Pat McCarthy, Auditor

Anne McKay, Council Office

Paul Bocchi, Council Office

Vicki Diamond, PALS

Jill Guernsey, Deputy Prosecuting Attorney

Margaret Klockars, Gig Harbor Hearing Examiner

Julie Smith, B+F

Anne McKay, Council Staff

Paul Vanscoy, Dep. Prosecuting Attorney

22. Fiscal Note. The "totals" cells in this table are automatically calculated for you. Use whole numbers, no decimals, for dollar amounts. Use the **Comments** sections for any explanations.

This Proposal has No or De-minimus Fiscal Impact.

Comments:

EXPENDITURES	Current Year	Full Year 1	Full Year 2	Full Years (3-5) Combined	TOTALS
Program 1					
Operating Costs		246,120			\$246,120
Capital Costs		246,120			\$246,120
Total Program 1	\$0	\$492,240	\$0	\$0	\$492,240
Number of FTE positions (annual basis)					
Program 2					
Operating Costs					\$0
Capital Costs					\$0
Total Program 2	\$0	\$0	\$0	\$0	\$0
Number of FTE positions (annual basis)					
Program 3					
Operating Costs					\$0
Capital Costs					\$0
Total Program 3	\$0	\$0	\$0	\$0	\$0
Number of FTE positions (annual basis)					
TOTAL EXPENDITURES	\$0	\$492,240	\$0	\$0	\$492,240
Comments: Personal Services Agreement					

REVENUE SOURCES	Current Year	Full Year 1	Full Year 2	Full Years (3-5) Combined	TOTALS
1. General Fund		246120			\$246,120
2.					\$0
3.					\$0
4.					\$0
TOTAL REVENUES	\$0	\$246,120	\$0	\$0	\$246,120
Comments: This amount is contemplated in the 2008 budget under Special Projects.					

Fiscal Note Prepared by:

Date Prepared: