

# City Council Meeting

**December 14, 2015**  
**5:30 p.m.**



**AGENDA**  
**GIG HARBOR CITY COUNCIL**  
**December 14, 2015 – Council Chambers**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes November 23, 2015.
2. Receive and File: a) Impacts of Growth: Finance, Information Services, Communications /Tourism – Worksession Minutes of Nov. 23, 2015; b) Intergovernmental Affairs Committee Minutes of Nov. 23, 2015; c) Joint City Council / Design Review Board Worksession Minutes of Nov. 30, 2015; d) Finance / Safety Committee Minutes Nov. 30, 2015; e) Public Works Committee Minutes Nov. 9, 2015;
3. Liquor License Action: a) Main & Vine Grocery; b) Main & Vine Brew; c) Special Occasion - Junior Sail Program
4. Second Reading of Ordinance No. 1329 – Modifications to the 2015-2016 Biennial Budget.
5. Amendments to Legal Services Contract.
6. Public Safety Testing Subscriber Agreement Renewal.
7. Cloud Computing Policy.
8. State Department of Ecology Stormwater Capacity Grant Agreement.
9. Interlocal Agreement with Puget Sound Clean Air Agency.
10. Interlocal Agreement with Tacoma-Pierce County DUI and Traffic Safety Task Force.
11. Service Level Agreement with South Sound 911.
12. Olympic Right Turn Pocket - Chevron Property Phase 1 Environmental Site Assessment.
13. Approval of payroll for the month of November: Checks \$7608 through #7617 and direct deposit transactions in the total amount of \$374,189.25.
14. Approval of Payment of Bills: Checks #79931 through #80068 in the amount of \$1,161,866.88

**PRESENTATIONS:**

1. Gig Harbor Chamber of Commerce – Year End Report, Warren Zimmerman
2. State Department of Agriculture – Update on Gypsy Moths, Kirk Robinson

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Resolution No. 1020 – Fee Schedule Update.
2. 2016 Planning Commission Work Program.
3. Public Hearing and Resolution No.1021 - Adopting the Six-Year Transportation Improvement Program (TIP) 2016-2021.
4. Harbor Hill Drive Extension – Ratification of Transportation Improvement Board (TIB) Grant Agreement.
5. Smartgov Software Contract – Paladin.

**CITY ADMINISTRATOR / STAFF REPORT:**

Parks Projects Administrator.

**PUBLIC COMMENT:**

**MAYOR’S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. No second Council Meeting in December.
2. Civic Center Closed for Christmas - Fri. Dec. 25<sup>th</sup>.
3. Civic Center Closed for New Years – Fri. Jan. 1<sup>st</sup>
4. Planning and Building Committee – Mon. Jan. 4<sup>th</sup>

**EXECUTIVE SESSION:** For the purpose of discussing labor negotiations per RCW 42.30.140(4).

**ADJOURN TO WORK STUDY SESSION:**

Impacts of Growth – Human Resources / Admin / Court.

*Americans with Disabilities (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (253) 853-7613 at least 24 hours prior to the meeting.*



















**MINTUES**  
**GIG HARBOR CITY COUNCIL**  
**November 23, 2015 – Council Chambers**

**CALL TO ORDER / ROLL CALL:**

Mayor - Jill Guernsey: Present  
Council Member - Steven Ekberg: Present  
Council Member - Tim Payne: Present  
Council Member - Casey Arbenz: Present  
Council Member - Rahna Lovrovich: Present  
Council Member - Michael Perrow: Present  
Council Member - Paul Kadzik: Absent  
Council Member - Ken Malich: Present

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes November 9, 2015. 
2. Liquor License Action: a) Renewals: Hy-lu-Hee-Hee, Netshed No. 9, Kelly's Café and Espresso, Half Time Sports, Wet Coast Brewing Company;  b) Special Occasion: Skansie Netshed Foundation;  c) Special Occasion: Kiwanis Club of Gig Harbor. 
3. Receive and File: a) Impacts of Growth – Police Dept. Minutes Nov. 9, 2015;  b) Boards and Commissions Review Committee Minutes Nov. 17, 2015;  c) Gig Harbor Arts Commission Minutes Nov. 9, 2015;  d) Parks Commission Minutes Oct. 7, 2015. 
4. Appointment to Arts Commission. 
5. Client Assistance Memos - Consultant Services Contract. 
6. Resolution No. 1016 – Surplus Equipment – I.T. 
7. Second Reading of Ordinance No. 1327 – Unauthorized Recording of a Motion Picture. 
8. Municipal Research and Services Center - Annual Contract Renewal for Small Works, Consultant, and Vendor Rosters. 
9. Jerisich Dock Water and Power – Small Public Works Contract. 
10. Ancich Upland Park Development & Ancich Netshed Restoration Project – Professional Services Contract. 
11. Resolution No.1017 - Closed Record Decision – Harbor Hill S1 Final Plat and Final PRD Approval. 
12. Ancich Waterfront Park - RCO ALEA Grant Agreement Approval. 
13. Lift Station No. 17 Property Appraisal Contract – Shapiro Commercial Appraisal, LLC. 
14. Approval of Payment of Bills: Checks #79825 through #79930 in the amount of \$742,432.20.

MOTION: Move to adopt the Consent Agenda as presented.  
Ekberg / Malich - unanimously approved.

**PRESENTATIONS:**

Remembering Mayor Gretchen Wilbert. Mayor Guernsey addressed the family of Gretchen Wilbert who were present in the audience and said [a short PowerPoint](#) had been prepared in Mayor Gretchen's honor.

After a short slide show, Mayor Guernsey thanked the family for sharing Gretchen and asked Jeff Wilbert to introduce the family members.

Mayor Guernsey read comments from the article about Gretchen in the News Tribune, and talked briefly about her own relationship with Mayor Gretchen. She said that Gretchen was a strong proponent for Gig Harbor and agreed with the comment that Gretchen “was a force to be reckoned with.”

[Councilmember Payne](#) spoke fondly of Gretchen’s dedication to public service and her gift of a copy of the United States Constitution. She always ended her conversations with him by saying “Thank you for your service,” he shared.

[Councilmember Lovrovich](#) said she never worked with Mayor Gretchen, but spoke of her kind words for the fishing community.

[Councilmember Perrow](#) knew Gretchen early on as his mother taught kindergarten with her at Artondale. She encouraged his service on the Parks Commission, and he learned a lot during visits with her in later years.



[Councilmember Ekberg](#) said the slideshow was a trip down memory lane. Gretchen was a special lady who was enthusiastic in her urging him to run for Council again. He served for twelve years with her and he spoke of all the many accomplishments under her tenure. He too would receive a “Thank you for your service” comment when they conversed. You could always count on her sharing during council meetings in “kindergarten teacher style.” She was great lady and he will miss her.

[Councilmember Arbenz](#) said he had always heard wonderful things about Mayor Wilbert, and that her strategy and approach to small town leadership is something we should strive towards.

[Councilmember Malich](#) said what he remembers about Gretchen is her husband giving him his first glasses, and that one of his tenants was Gretchen’s mother, Mrs. Swayze. They would have long chats about politics. Her training of Gretchen must be what led to her being such a great Mayor. He said he appreciates Gretchen appointing him to the Skansie Advisory Committee. This was the best park acquisition. He finished by saying that to the end she never quit lobbying for the song “The Moon over Gig Harbor” to be the official city song.

[County Councilmember Derek Young](#) thanked Mayor Wilbert’s family for all the time the city service took her away from them. He shared a story of how neat it was that Gretchen read a proclamation at his high school pep rally and how the kids fell in love with her. He used to fill in for Mayor Gretchen in certain regional meetings and he said it was difficult as she is a hard act to follow. He appreciated her encouragement and the time served with her.



[Mayor Guernsey shared](#) that Gretchen advised her that to be Mayor you need to know how to wear a hard hat, hold a shovel, and do a ribbon-cutting and ground-breaking ceremony. She announced the memorial service for Gretchen will be at 10:30 a.m. on December 12<sup>th</sup> at Chapel Hill Church with a reception to follow at the Boys and Girls Club.

2. [Harbor Hill Drive Extension.](#)   Mayor Guernsey announced that last Friday, it was announced that the city was awarded an eight million dollar TIB Grant for the Harbor Hill Drive Extension Project. She gave a brief description of the project and thanked staff members Steve Misiurak, Emily Appleton, and Trent Ward for their hard work on this grant application. She asked City Engineer Steve Misiurak to share more information.



[Steve Misiurak](#) presented the background for this project, explaining that this is the largest transportation grant the city has procured to date. Councilmember Ekberg praised staff for successfully procuring the grant.

**OLD BUSINESS:** [None scheduled.](#)

**NEW BUSINESS:**



1. [Public Hearing and First Reading of Ordinance – Modifications to the 2015-2016 Biennial Budget.](#)   Finance Director David Rodenbach presented the background for this amendment, and gave an overview of the changes. He offered to answer questions.

[Mayor Guernsey opened the public hearing](#) at 6:06 p.m. No one came forward to speak and the hearing closed. This will return for a second reading on the consent agenda at the next meeting.



2. [Public Hearing and Resolution No. 1018 – Canterwood Div 14 Sewer Utility Extension Agreement.](#)   Public Works Director Jeff Langhelm presented the background information for this request for sewer utility service to seventeen residential lots located in the Canterwood Division 14 Preliminary Plat. He addressed questions.

Mayor Guernsey opened the public hearing at 6:08 p.m. No one came forward to speak and the hearing closed.

**MOTION:** Move to adopt Resolution No. 1018 for sewer utility extension agreement with the Canterwood Development Company.  
Ekberg / Payne - unanimously approved.





3. [Resolution No. 1019 – Canterwood Div 14 Water Service Area Amendment.](#)   Public Works Director Jeff Langhelm presented the background information for this request to release Division 14 from the City's Retail Water Service Area so that the Canterwood Development Company could provide the water service in that area. He addressed questions.

**MOTION:** Move to adopt Resolution No. 1019 to amend the City's retail water service area.  
Payne / Malich - unanimously approved.

4. [First Reading and Adoption of Ordinance No. 1328 – Harbor Hill S1 Rezone to PRD.](#)   Associate Planner Carl de Simas presented the information on this ordinance that is needed to officially amend the City's Zoning Map to reflect the Final Planned Residential Development for Harbor Hill Division S1. He recommended adoption of this ordinance at first reading as allowed by Gig Harbor Municipal Code 1.08.020 C. He offered to answer questions.

**MOTION:** Move to adopt Ordinance No. 1328 to amend the City's Zoning Map.  
Ekberg / Arbenz - unanimously approved.

**CITY ADMINISTRATOR / STAFF REPORT:**

1. [City Updates](#) - City Administrator Ron Williams presented updates on the following topics:
  - a. [Assoc. of Permit Technicians Outstanding Service Award](#) – Patty McGallian.   Paul Rice and Patty McGallian were invited forward. Mr. Rice spoke of the important role that Patty serves both for the city and in her professional life. Ms. McGallian said she is extremely proud of the work she does.
  - b. [Public Works Trust Fund.](#) Ron Williams reported that he testified for the continued funding for the public works trust fund hoping that it will continue.
  - c. [Gypsy Moth Update.](#)   One Asian Gypsy Moth was found in Gig Harbor near Crescent Creek Park. There are plans in place to spray in the spring; a gentleman from the State

Department of Agriculture has been invited to come and share information on the aerial application. The city will keep the citizenry informed.

2. [Welcome Plaza/Lift Station 4B – 60% Design Review](#).   Public Works Director Jeff Langhelm gave a brief introduction and summary of the process. He then invited the Design Team to come forward to present more information.

[Ida Ottesen](#), Landscape Architect from Nakano Associates, began the presentation with an overview of the layout of the project. [Bret Marlo Desantis](#), Brett Marlo Designs followed with a description of the design elements. [Shannon Thompson](#), Project Manager from Parametrix, introduced information on the mechanical portion of the design. [Jesse Neilsen](#), Design Engineer from Parametrix, presented information on the isometric views inside the mechanical room and the general layout of underground pipes and overflow storage. Ms. Eda also introduced another design team member, David Fisher, Architect.

[Jeff Langhelm and members of the Design Team](#) then addressed council questions and concerns.

### **PUBLIC COMMENT:**

[County councilmember Derek Young](#) provided updates on the county budget which he described as a successful year for Parks REET dollars. His second report was on public safety issues, sharing that funding will go towards data-driven policing. Finally, he said that the 38<sup>th</sup> Street Improvement Project has been included in the Capital Facilities Program of their Transportation Plan to lend support.

[Leah Hampton](#) – 2115 95<sup>th</sup> St. Ct. NW. Ms. Hampton said she was excited about the Lift Station / Welcome Center project. She thanked Councilmember Malich for his concern for adequate women's restroom facilities.

### **MAYOR'S REPORT / COUNCIL COMMENTS:**

[Councilmember Payne congratulated](#) Councilmembers Malich, Lovrovich and Perrow on their re-elections.

[Mayor Guernsey commented](#) that the results of the 2015 Election would be certified tomorrow, November 24<sup>th</sup>.

[Councilmember Malich](#) said he cares very much for ADA people; he was just trying to squeeze in a few extra stalls for everybody.

[Mayor Guernsey reported](#) that at the request of Councilmember Arbenz, a letter has been drafted in support of the return of Safeway and encouraging them to rehire the former employees.

[Councilmember Arbenz](#) voiced appreciation for this effort to encourage a large business to protect our citizens and local employees.

### **ANNOUNCEMENT OF OTHER MEETINGS:**

1. Civic Center closed for Thanksgiving Holiday: Thursday and Friday, Nov. 26<sup>th</sup> and 27<sup>th</sup>.
2. Finance / Safety Committee: Tue. Dec. 1<sup>st</sup> at 4:00 p.m.
3. Joint City Council/Design Review Board: Mon. Nov. 30<sup>th</sup> at 5:30 p.m.
4. Public Works Committee: Mon. Dec. 14<sup>th</sup> at 4:00 p.m.

**EXECUTIVE SESSION:**

Mayor Guernsey announced that the meeting would adjourn to Executive Session at 6:53 p.m. for approximately ten minutes for the purpose of discussing potential litigation per RCW 42.30.110(i).

The Council returned to regular session at 7:02 p.m.

**ADJOURN TO WORKSTUDY SESSION:** Impacts of Growth – Finance, Information Services, and Tourism/Communications.

Mayor Guernsey adjourned to the workstudy session at 7:02 p.m.

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**MINUTES**  
**GIG HARBOR CITY COUNCIL WORKSTUDY SESSION**  
**November 23, 2015 – Council Chambers**

**CALL TO ORDER:**

The worksession began at 7:05 p.m.

Impacts of Growth – Finance, Information Services, and Communications / Tourism.

1. [Finance Department:](#) Finance Director David Rodenbach presented an overview of the structure of the Finance Department. He shared information on the growth of the budget over the past ten years, and how that is reflected in the increase in the workload over the years, and how those increases will continue. Sharing a comparison of other cities, he finished by saying he believes the department is adequately staffed to absorb the foreseeable growth. He addressed questions.

[Information Services:](#) IT Manager Kay Johnson began with background information for herself and the IT Assistant. She described the city's computer network connection and infrastructure, and the increase in the number of users that their department supports from 1998 to 2015. She discussed the efforts to move to visual networking and the "cloud" to reduce costs and keep up with changing technology.

[Communications / Tourism:](#) Karen Scott, Communications / Tourism Director presented a brief history of the department and how the duties have grown since it began in 2000. She talked about several successful projects and partnering efforts, and plans for the future. She described the impacts of the growth, the increased demand for information, and the ways the department is addressing this demand. She answered questions.

**ADJOURN:**

There were no further comments and the worksession adjourned at 7:45 p.m.





*City of Gig Harbor*  
*Intergovernmental Affairs Council Committee*

*Councilmembers Arbenz, Payne, and Perrow*

**MINUTES**

**November 23, 2015 – 4:00 p.m.**

**Gig Harbor Civic Center – Executive Conference Room**

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**Roll Call**

Tim Payne, Michael Perrow, Casey Arbenz, Shawna Wise, Ron Williams, Jill Guernsey, and Paul Hoover and Briahna Murray via teleconference. Steve Misiurak joined the meeting at 4:20pm.

**Federal Update** – Paul Hoover

**Remainder of 2015** – Paul Hoover explained that a budget deal was reached to raise the debt ceiling and fund the government through March 2017. The budget is \$80M split over the next few years for domestic and defense programs. A spending deal is still needed and Mr. Hoover shared that the continuing resolution (CR) expires December 11<sup>th</sup>. With the short amount of time left there will either be a continuance of spending and an extension of the current CR or an omnibus spending package.

**Land and Water Conservation Fund (LWCF) Reauthorization/Funding** – Expired in September so currently the offshore oil royalties haven't been going into the fund and there is no guarantee that Congress will provide the necessary funds. A bipartisan coalition, which included Senator Cantwell, sent a letter to Senate Majority Leader including an ask for a permanent reauthorization of the LWCF along with a full mandatory funding.

**Surface Transportation Authorization in 2015** – The House has passed a bill authorizing funding for six years but only if congress can come up with a way to pay for the final three years. The Senate authorized a six year funding bill but they only pay for the first three years and has no requirement that congress find a way to pay for the final three years.

Between now and December 4<sup>th</sup> the conferees will continue to work through issues with hopes of a conference agreement on November 30<sup>th</sup>. They are currently trading offers and confirmed there won't be another extension.

**2016** – During election time things will slow down and will allow Senators and Representatives to get back to the District and focus on local efforts, such as the Puget Sound Caucus and grant opportunities.

## **State Update**

[Pierce Transit Route Modifications](#) - Councilmember Perrow gave an update on Route 100 and shared that Puget Sound Regional Council is conducting a study on transit and is aware of concerns with the route not servicing St. Anthony's Hospital. Councilmember Payne suggested that the Committee reach out to St. Anthony's CEO to share the information and perhaps they may wish to help advocate. Ron Williams said he will contact St. Anthony's. Councilmember Payne also suggested that the Committee reach out again to Nancy Henderson to follow up on the progress.

[2016 Gig Harbor Legislative Agenda](#) - Brianna Murray asked the Committee to review the City's legislative agenda so that it can be finalized prior to the meetings with Legislators in December. Ron Williams requested to add restoring the Public Works Trust Fund to the agenda. Ms. Murray recommended including it under the title Infrastructure Funding and use language that indicates support for increasing funding to the Public Works Assistance Account or the development of an alternative program that meets local infrastructure funding needs. The Committee approved of adding this item to the agenda and considered the agenda finalized.

[Councilmember Perrow](#) stated for the record, regarding the Public Records Reform, the Committee is not trying to deny anyone the right to public records. He also stated that the Committee is not voting for, or asking for, any property tax increase. [Councilmember Payne](#) agreed and added that when the Committee originally supported the AWC agenda, which included lifting the 1% property tax cap, it was clearly stated that it was not the intent of this committee to advocate for the City of Gig Harbor at this time. [Councilmember Arbenz](#) stated that he is in full agreement with other Committee members.

[SR 16 Corridor Study](#) – Steve Misiurak gave an update on SR 16 corridor study. He stated that he shared with DOT all the work the City has done with traffic modeling and impacts. Mr. Misiurak said DOT is collecting information to take back to the Connecting Washington Committee and will reconvene in a month or so.

[Eddon Boat Heritage Grant Program](#) – Ms. Murray explained that when the Legislature funded the Heritage Grant Program, they did not list the 2 alternative proposals that accompanied the list. The request in the supplemental budget would be to have Eddon Boat and the other alternate added to the list as alternates. If there are any cost savings within grant program then the department can allocate the funds to the alternates. If they are not listed as alternates, then the department cannot allocate funds. Mayor Guernsey shared that Senator Angel has already written a letter of support. Ms. Murray suggested the City request that it be listed as an alternate in the supplemental capital budget and any community groups also reach out to the legislators.

[Mayor Guernsey](#) shared that the City received an \$8M TIB grant and congratulated staff. Ron Williams stated that the Federal lobbyists will be looking to see what federal funding is available for the \$3.5M still needed. Steve Misiurak explained that it is hard to federalize a project at this stage and it would be best to proceed a local level. The Committee agreed.

**Adjourned at 4:45 p.m.**



## City of Gig Harbor State Legislative Agenda for the 2016 Legislative Session

### **Capital Funding Request: Waterfront Investments**

The City of Gig Harbor envisions a waterfront that supports the commercial fisherman industry, and provides overtime moorage for recreational boards of all sizes. To accomplish this vision, Gig Harbor hopes to make investments in Maritime Pier, Jerisich Dock, Ancich Property, and Eddon Boat. The city hopes the state will be a key funding partner in realizing this vision of Gig Harbor's waterfront.

### **Transportation Funding: West Sound Alliance**

The City of Gig Harbor supports the West Sound Alliance in continuing to seek transportation funding for the West Sound region. In particular, the city will closely follow the progress of the congestion relief study for State Route 16, the completion of the EIS on State Route 302, and advocate for funding for resulting projects.

### **Support Main Street Legislation**

The City of Gig Harbor supports legislation that increases the tax credit limits on the Main Street Tax Incentive Program. The Main Street Program was created in 2005 to support downtown revitalization programs. The Downtown Gig Harbor Waterfront Alliance participates in the program.

### **The City of Gig Harbor Actively Supports the Association of Washington Cities on the Following Issues:**

#### *Protecting State-Shared Revenues*

The City supports the continued appropriation of state-shared funds to local governments, including funds such as liquor excise taxes and profits, streamlined sales tax mitigation funding, the city-county assistance account, and the municipal criminal justice account. Additionally, the City supports legislation to restore growth to the liquor profit/fee revenues. Combined, these funds provide a significant amount of revenue to the City's general fund.

#### *Public Records Reform*

Gig Harbor supports efforts to reform the Public Records Act. The 2015 Legislature directed the State Auditor's Office to conduct a study on the actual cost of providing public records, both paper and electronically. The City supports the completion of this study, and other reforms that are introduced in the meantime to reduce city costs. In approaching this reform, the City recognizes the importance of transparency and accountability in government.

#### *Lift the 1% Property Tax Cap*

Gig Harbor supports providing cities with the option to increase the property tax each year by a growth factor, rather than capping increases at 1% growth. Generally, cities throughout the state are delivering services that increase in cost more than 1% each year. This proposal allows cities the ability increase revenues at a rate that aligns with the increasing cost of delivering services.

**MINTUES**  
**Joint City of Gig Harbor City Council**  
**and Design Review Board Meeting**  
**November 30, 2015**

**5:35 p.m. - Call to order, roll call**


**Council:** Mayor Guernsey and Councilmembers Kadzik, Payne, Lovrovich, Perrow, Ekberg, Arbenz, and Malich.

**Design Review Board:** Commissioners Gilmore, Pitcher, Filand, Gagliano, Marlo-Desantis, Peterson, and Kent.

**Staff:** Planning Director Kester, City Administrator Williams, and Clerk Towslee.

**Review of Significant Projects throughout the City.**

Planning Director Jennifer Kester presented the background information for this meeting. She explained that this meeting is not to interpret the Design Manual or for the Council to provide direction to the DRB for future projects. The intent is to critique existing buildings which may lead to the review of future code amendments if deemed appropriate.

Pictures were shown of projects both administratively and DRB reviewed. Council and DRB members shared their thoughts and concerns on each project.  [↩](#)

[Director Kester reiterated the list of comments](#) that she heard that may be addressed in future code amendments or processes.

[Mayor Guernsey and](#) Councilmembers were complimentary of the joint review process and suggested that this occur on a regular basis.

There were no further comments.

**Adjournment:** The meeting adjourned at 7:45 p.m.



## City of Gig Harbor Finance & Safety Committee Minutes *Council Committee Arbenz, Ekberg, and Perrow*

December 01, 2015 – 4:00 p.m.  
Executive Conference Room

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[Call to Order: 4:00 p.m.](#)

### Roll Call:

Present: Councilmembers Ekberg and Perrow, City Administrator Ron Williams, Chief of Police Kelly Busey, Mary Ann McCool Human Resource Director, Paul Rice Building and Fire, Dave Rodenbach Finance Director, John Burgess Pierce County Fire, Eric Watson Pierce County Fire, Greg Lovrovich, President of the Civic Club and Finance Technician Michael Williams.

### New Business:

1. [Fire District 5 Interlocal Agreement Renewal.](#) Welcome of guest from the Fire District. Paul Rice presented the new proposal for fire inspections. Describing the average time to do the inspections is seven months. The new proposal is for five years with a base amount and an added amount based on COLA for the following four years.

The program works as a partnership between the City and the Fire Department. The inspections include not only fire code violations but also fire planning for the fire department and business license reviews, approximately 130 business have been found not to have a city business license. Some of the fire code violations are egress blockage due to locks or storage, wiring and not using equipment properly.

Concerns about the contract include that an education program is not included, surprise inspections versus scheduling with the businesses, making owners feel the inspection is required, lack of inspections on smaller buildings such as well houses, cell tower utility buildings. Also, items in the current contract that were not followed such as notice to property owners.

Recommended to review for language that is missing and vague before presented for acceptance. Concern for having an agreement before the end of the current agreement in place. John Burgess suggested a short MOU to cover the timing gap if necessary.

2. [Maritime Pier Use – GHMC 8.29](#). Chief Kelly presented a Commercial Vessel Use Authorization with some editing to allow the use by private boat owners to use the Maritime Pier. The recommendation to opening the pier to recreational vessels will include a review of the insurance requirements. The logistics of the lock could be done with a short term key checkout or possibly checking a key out to a police officer for one time use vessel owners. Greg Lovrovich was representing the commercial fisherman, commenting that the commercial fishermen have no objection as long as a schedule kept so no conflicts of usage arise.

3. [Review of 2015 Summary of Employee Claims, Vehicle/Equipment/Property](#). Mary Ann McCool Human Resource Director presented the report. Review of Personal injury included lift heavy objects. Three unavoidable claims are from the Police Department. One after a high speed chase happening outside the city limits, PIT move by another police department resulting in damage to patrol vehicle.

Driving program for new hires and refresher training every three years is provided for city employees.

4. [Proposal to Expand Domestic Partner Eligibility for Medical Benefit Coverage](#). Mary Ann McCool Human Resource Director presented the proposal. A request was presented by an employee to allow this coverage. The City currently follows State law regarding domestic partners. The City's current insurance provided said the addition to cover domestic partners beyond the law would be allowed. List was provided of local jurisdictions that already allow coverage. Competition for hiring would be a benefit, and we already cover spouses.

If moving forward with the policy criteria would be written, and information on tax consequences. Questions on the change of relationship and cancellations. Comments on the current coverage were made. Also, that this type of item should be bargained with the guild. Coverage for dependents and partners was discussed.

No recommendation.

5. [Lobby Speaker System](#). A proposal was presented from AVCA Hardware for a Bluetooth speaker system for the lobby area of the Civic Center at the cost of \$1,789.53. Two bids were received one for a hardwire system, one Bluetooth for portability. The main purpose of the speakers would be for overflow crowds on council meeting nights. The portability of the Bluetooth system would allow for evenings such as First Night Out to use the system outside the building. Connectivity was questioned as to how portable the system is, going to a different location or being connected only to the Civic Center sound system. Also is this the same company that has installed the current system in the council chambers. The City Clerk will be contacted about the company question.

Recommendation is approved.

**Adjourn:** 4:57 p.m.

**Next Meeting Date:** January 5, 2016

**MINUTES  
CITY OF GIG HARBOR  
PUBLIC WORKS COMMITTEE  
Monday, November 9, 2015 – 4:00 p.m.  
Public Works Conference Room**

**CALL TO ORDER / ROLL CALL:**

Council Member – Steven Ekberg: Present  
Council Member – Rahna Lovrovich: Present  
Council Member – Ken Malich: Present  
City Administrator - Ron Williams: Present  
Public Works Director – Jeff Langhelm: Present  
Building Official/Fire Marshal – Paul Rice: Present  
Wastewater Treatment Plant Supervisor – Darrell Winans: Present  
Public Works Superintendent – Greg Foote: Present  
Executive Assistant – Maureen Whitaker: Present

Members of the Public in attendance:  
Kyla Hubbard, Tacoma Community College Student  
Lysa Barbano, Tacoma Community College Student

**APPROVAL OF MINUTES:**

Approval of October 12, 2015 Minutes.

**OLD BUSINESS:**

1. [Cartegraph Licensing Expansion – Jeff Langhelm.](#)

Public Works Director Jeff Langhelm explained that the City currently uses Cartegraph Standard Edition software to collect/track citizen requests and several asset modules to track signs, streetlights, stormwater, pavement markings, and fleet maintenance. The Public Works Department also uses Cartegraph to track Public Works crew responses to incidents and gave the example of the recent Borgen Boulevard closure.

Mr. Langhelm stated that the City currently pays \$6,000 per year plus tax for six users to access these six modules and is looking at adding the roadways, water system facilities, and parks asset modules and five additional users for a total cost of \$13,500 per year plus sales tax.

Cartegraph has an Enterprise Edition software that would provide all available Cartegraph modules with is currently more than 60 modules for 50 users at a significantly discounted rate of \$14,550 per year plus tax. Mr. Langhelm explained that converting to the Cartegraph Enterprise Edition will provide a consistent, easy to understand platform for tracking most Public Works assets and would allow the City to customize the Cartegraph software.

Converting to this edition will also provide ArcGIS Online licenses at no additional charge. He said that typically 50 users of ArcGIS Online would cost \$10,000 annually plus tax.

Mr. Langhelm further stated that as recommended in a GIS Needs Assessment performed by AWC earlier this year, the Public Works Department is considering transferring from Pierce County's GIS system to ArcGIS Online. He explained that by purchasing the Cartegraph and ArcGIS licenses and eliminating most of the Pierce County GIS licenses would provide additional savings of more than \$5,000 per year, but also increases the demand for a GIS analyst position. Mr. Langhelm said that the City's Wastewater Utility is considering converting their existing Antero asset management software over to Cartegraph for a possible savings annually of about \$1,200.

City Administrator Ron Williams stated that he wished that Pierce County had this software years ago as it is always difficult to go back and reconstruct an accident case without this type of documentation. He believed that if the County had this software, it would have helped in making a strong defense with a realized savings to tax payers.

Mr. Langhelm summarized that he hopes to have a new Cartegraph licensing agreement presented to City Council that would:

- 1) Increase Cartegraph user licenses from 6 to 50;
- 2) Increase ArcGIS Online user licenses from 0 to 50;
- 3) Reduce Pierce County GIS licenses from 9 to 5.
- 4) For a net increase of cost of \$3,550/yr. + tax plus training of staff.

The Public Works Committee did not have any objections and recommended that it be presented to full City Council.

## **NEW BUSINESS:**

### 1. [Skansie Netshed Uses Discussion – Jeff Langhelm.](#)

City Council and Public Works Committee member Ekberg disclosed at the onset of discussion that he provided insurance services to the Skansie NetShed Foundation. City Council and Public Works Committee member Lovrovich stated that she sits on their Board of Directors.

Mr. Langhelm stated that currently the building is restricted to 49 people which does not require two exits or fire suppression. Paul Rice, Building Official and Fire Marshal stated that the City should figure out what uses they want and go from there. Mr. Rice stated that once there are more than 49 people, two exits are required. To increase the building to "Assembly Use" that can hold 100 people, a secondary access must be 50% away from the main access and fire suppression is required. The Public Works Committee was not in favor of adding a secondary access.

Further discussion ensued concerning ADA accessibility. Councilmember Ekberg agreed that the ADA issue needs to be addressed. Options discussed included a pathway along the front of the netshed to the dock along the seawall which is a less direct path but there would not be a slope; temporary handrails that could be lifted in and out; build the pathway as part of the Lift



Station 4B and Welcome Plaza project; and pathway materials. Mr. Langhelm stated that he would contact Nicholas from the Department of Historic Preservation to discuss ADA access options since the netshed is listed on the historic register.

Mr. Langhelm also discussed the Planning Department's requirements that included a DRB process for historic structures, site plan review, and the Shoreline Management Program process including habitat studies, City Shoreline Permit, Army Corps Permit, and Department of Fish and Wildlife Hydraulic Project Approval.

Councilmember Lovrovich stated that it was never the intention of the netshed to be used on an ongoing basis because it is more of a museum. The Skansie Netshed Foundation's annual fund raising event was discussed and the Public Works Committee recommended to take whatever measures were required to mitigate for fire suppression and to prohibit more than 50 people in the netshed at any one time.

## 2. [Canterwood Water Service Area Amendment – Jeff Langhelm.](#)

Mr. Langhelm explained that Canterwood Development Company (Canterwood) requested that the City release Division 14 from the City's Water Service Area. Canterwood Division 14 Preliminary Plat consists of 17 residential lots located in the City's Urban Growth Area (UGA) of unincorporated Pierce County and was approved by Pierce County on September 8, 2015. He further explained that the City's Water System Plan indicates the Canterwood Division 14 Preliminary Plat is within the boundary of the City's Retail Water Service Area (RWSA). Currently Canterwood provides water service to all Canterwood plats except Division 14 and Canterwood can provide water service to Division 14 also. Mr. Langhelm stated that an important note is that Canterwood is not requesting the City transfer any water rights associated with the proposed transfer of RWSA nor provide any emergency inter-tie infrastructure. The Public Works Department recognizes the benefit to having Canterwood be the sole water service provider within the Canterwood Development and finds the proposed transfer to have minimal impact to the City's Water Department. Mr. Langhelm summarized that Chapter 2 of the City of Gig Harbor Water System Plan allows minor changes to the RWSA to be considered as technical amendments that can be adopted through resolution by the City Council. If approved by City Council, staff will provide Canterwood with a letter releasing interest in this water service area and Canterwood can then work with Pierce County to amend the County's Coordinated Water System Plan.

The Public Works Committee did not take issue with this requested amendment and suggested that it move forward to full City Council.

## 3. [Canterwood Sewer Utility Extension Agreement – Jeff Langhelm.](#)

Mr. Langhelm stated that the Canterwood Development Company (Canterwood) has requested connection of the Division 14 Preliminary Plat to the City's sewer utility. Mr. Langhelm said that RCW 35.67.310 authorizes the City to provide sewer utility services to properties beyond City limits. The Public Works Committee was interested in knowing if this would be another Step System or a gravity system. Mr. Langhelm confirmed that is a gravity system and won't add any additional problems to Lift Station No. 12 and sewer capacity is available. Wastewater Treatment Plant Supervisor Darrell Winans added that this may actually

benefit the current effluent and we no longer accept any Step System connections. Mr. Langhelm further stated that Ordinance No. 1235 allows the extension of sewer utilities to properties with the City's Urban Growth Areas without the requirement to first annex and the Ordinance further provides conditions in Chapter 13.34 of the Gig Harbor Municipal Code for connection to such utilities including requiring a property owner seeking a utility extension to enter into a Utility Extension Agreement with the City. Mr. Langhelm summarized the discussion by stating if this request is approved by City Council, the minimum commitment payment from Canterwood would be \$36,873.00.

The Public Works Committee had no objections to this request and recommended that it be presented to full City Council.

**PUBLIC COMMENT:**

None.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**ADJOURN:**

Meeting adjourned at 4:37 p.m.

Scribe: Maureen Whitaker

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD  
License Division - 3000 Pacific, P.O. Box 43075  
Olympia, WA 98504-3075  
Customer Service: (360) 664-1600  
Fax: (360) 753-2710  
Website: http://lcb.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK  
RE: NEW APPLICATION

RETURN TO: [localauthority@sp.lcb.wa.gov](mailto:localauthority@sp.lcb.wa.gov)  
DATE: 12/07/15

UBI: 603-558-070-001-0001

License: 070236 - 1U County: 27  
Tradename: MAIN & VINE

APPLICANTS:

MAIN & VINE LLC

Loc Addr: 5010 POINT FOSDICK DR NW  
GIG HARBOR WA 98335-1715

FOLEY, TODD A  
1969-08-06

Mail Addr: PO BOX 305103  
NASHVILLE TN 37230-5103

HELDMAN, PAUL W  
1951-08-11

MCMULLEN, RODNEY W  
1960-07-25

Phone No.: 615-232-9623 KEVIN SCHEMM

WHEATLEY, CHRISTINE S  
1971-02-27

Privileges Applied For:  
GROCERY STORE - BEER/WINE  
SPIRITS RETAILER  
BEER AND WINE TASTING

**As required by RCW 66.24.010(8),** the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI desk at (360) 664-1724.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process)   |                          |                          |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. |                          |                          |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



**NOTICE OF LIQUOR LICENSE APPLICATION**

**WASHINGTON STATE LIQUOR AND CANNABIS BOARD**

License Division - 3000 Pacific, P.O. Box 43075  
Olympia, WA 98504-3075  
Customer Service: (360) 664-1600  
Fax: (360) 753-2710  
Website: <http://lcb.wa.gov>

TO: MOLLY TOWSLEE, CITY CLERK  
RE: NEW APPLICATION

**RETURN TO: [localauthority@sp.lcb.wa.gov](mailto:localauthority@sp.lcb.wa.gov)**  
DATE: 12/07/15

UBI: 603-558-070-001-0002

License: 421247 - 1U County: 27  
Tradename: BREW & BLEND

**APPLICANTS:**

MAIN & VINE LLC

Loc Addr: 5010 POINT FOSDICK DR NW STE A  
GIG HARBOR WA 98335-1715

FOLEY, TODD A  
1969-08-06

Mail Addr: P.O. BOX 305103  
NASVHILLE TN 37230-5103

MCMULLEN, RODNEY W  
1960-07-25

WHEATLEY, CHRISTINE S  
1971-02-27

Phone No.: 615-232-9623 KEVIN SCHEMM

Privileges Applied For:  
BEER/WINE REST - BEER/WINE  
OFF PREMISES

**As required by RCW 66.24.010(8),** the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our CHRI desk at (360) 664-1724.**

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process)  |                          |                          |
| 4. If you disapprove, per RCW 66.24.010(8) you <b>MUST</b> attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. |                          |                          |

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - License Services  
3000 Pacific Ave SE - P O Box 43075  
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

DECEMBER 4, 2015

SPECIAL OCCASION #: 094479

GIG HARBOR YACHT CLUB JUNIOR SAIL PROGRAM  
8209 STINSON AVE  
GIG HARBOR WA 98332

DATE: ~~APRIL~~ APRIL 29, 2016

TIME: 6 PM TO 11 PM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON, GIG HARBOR

CONTACT: THOMAS V BROWN [DOB 1.6.42] 253-225-6815

SPECIAL OCCASION LICENSES

- \*  Licenses to sell beer on a specified date for consumption at a specific place.
- \*  License to sell wine on a specific date for consumption at a specific place.
- \*  Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- \*  Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Do you approve of applicant?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

OPTIONAL CHECK LIST

EXPLANATION

LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Second reading of modifications to the 2015-2016 biennial budget

**Proposed Council Action:** Adopt the 2015-2016 budget modification ordinance.

**Dept. Origin:** Finance

**Prepared by:** David Rodenbach, Finance Director

**For Agenda of:** December 14, 2015

**Exhibits:** Budget Ordinance

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

*JR 12/2/15*  
*RW 12/2/15*  
**by e-mail**  
*DR 12/2/15*

Expenditure Required	Amount Budgeted	Appropriation Required
----------------------	-----------------	------------------------

**INFORMATION / BACKGROUND**

This 2015-2016 biennial budget modification ordinance increases total resources available for the biennium from \$103,283,395 to \$109,591,567. This is an increase of \$6,308,172.

Except as discussed below, this modification does not provide spending authority for these funds, nor does it fund any new projects.

**FISCAL CONSIDERATION**

The proposed budget modification affects only the General, Street Capital, Park Development, Capital Development and Capital Improvement funds.

The **General Fund** budget has a recommended increase of \$809,005 in total resources and uses. The proposed uses for this increase are a \$222,375 increase in the Building and Fire Safety departmental budget and a \$586,630 increase in ending fund balance.

The **Street Capital Fund** shows an increase totaling \$3,214,126. The bulk of this is to allow for a potential \$3 million WSDOT Coordinated Congestion Relief Study grant. At this time it is looking like the City will be the lead agency for this project. Another component of the increase is a beginning fund balance that came in \$208,868 higher than was budgeted.

The **Park Development Fund** modification is an increase of \$1,808,834. This is due to beginning fund balance coming in \$672,677 higher than budgeted and receipt of unbudgeted grant revenues from 2014 totaling \$1,134,890. This will result in an ending fund balance \$637,000 higher than originally budgeted.

The **Capital Development Fund** which accounts for the first one quarter percent of Real Estate Excise Tax (REET) is projected to come in \$222,132 over the original budget; while the **Capital Improvement Fund**, which accounts for the second one quarter percent of REET, is projecting to come in \$254,074 over the original budget. Accordingly, the modification to these budgets is for these increased projections.

We are recommending increasing these budgets because the REET funds can be used in lieu of Strategic Reserve Funds which are currently planned for transfer to the Street Capital Fund in the amount of \$534,000.

We are also recommending Council approval of adding one (1) FTE Maintenance Technician. This position will be funded one-third Water, Storm and Street Operating Funds. The cost of this position (salary plus benefits) to the Street Operating Fund is estimated to be \$31,500. Budgeted ending fund balance is \$52,366; therefore the position can be funded by reduction of fund balance. From the Water and Storm perspective, funding for the position is built into the recently approved rates.

**RECOMMENDATION / MOTION**

Adopt the 2015-2016 budget modification ordinance.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,  
RELATING TO MID-BIENNIAL BUDGET REVIEW; APPROVING  
THE 2015-2016 BUDGET MODIFICATION AND 2016 PERSONNEL  
SALARY SCHEDULE; PROVIDING FOR SEVERABILITY AND  
ESTABLISHING AN EFFECTIVE DATE**

---

**WHEREAS**, the City Council desires to modify the 2015-2016 biennial budget originally set by Ordinance No. 1306; and

**WHEREAS**, the City budget set forth anticipated revenues and expenditures for the forthcoming years; and

**WHEREAS**, during 2015, certain budgeted revenues and expenditures have increased or decreased and the City Council desires to modify the City Budget to reflect the projected increases and decreases in revenues and expenditures; and

**WHEREAS**, the City Council published notification in advance of a public hearing and held a public hearing on November 23, 2015 at the regular City Council meeting; and

**WHEREAS**, RCW 35A.34.130 allows for a mid-biennial review and modification of the originally adopted 2015-2016 budget; NOW, THEREFORE,

**THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:**

Section 1. The 2015 Budget shall be modified as follows:

<b>Fund/Department</b>	<b>Original Appropriation</b>	<b>Amended Appropriation</b>
001-General/Building & Fire	\$1,208,860	\$1,431,235
001-Ending Fund Balance	\$1,138,137	\$1,724,767
102-Street Capital	\$4,090,621	\$7,304,747
109-Park Development	\$7,078,255	\$8,887,089
301-Capital Development	\$1,202,366	\$1,424,498
305-Capital Improvement	\$1,108,916	\$1,362,991

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to modify the 2015-2016 biennial budget as shown above, and directs the Finance Director to modify the budget as shown above.

Section 3. Attachment "A" is adopted as the 2016 personnel salary schedule for all employees.



Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of December, 2015.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Angela G. Summerfield

FILED WITH THE CITY CLERK: 12/\_\_/15  
PASSED BY THE CITY COUNCIL: 12/\_\_/15  
PUBLISHED: 12/\_\_/15  
EFFECTIVE DATE: 12/\_\_/15  
ORDINANCE NO. \_\_\_\_\_

Attachment A

POSITION	2016 RANGE	
	Minimum	Maximum
City Administrator	\$ 10,312	\$ 12,890
Chief of Police	8,995	11,243
Public Works Director	8,405	10,507
Finance Director	8,320	10,399
Police Lieutenant	7,544	9,430
City Engineer	7,314	9,142
Information Systems Manager	7,314	9,142
Planning Director	7,314	9,142
Police Sergeant	7,260	8,308
Building & Fire Safety Director	7,255	9,069
Senior Engineer	6,841	8,551
City Clerk	6,576	8,220
Tourism & Communications Director	6,562	8,203
Public Works Superintendent	6,478	8,098
Wastewater Treatment Plant Supervisor	6,478	8,098
Senior Accountant	6,311	7,889
Senior Planner	6,307	7,883
Parks Manager	6,289	7,862
Court Administrator	6,186	7,733
Associate Engineer	6,016	7,521
Assistant Building Official/Fire Marshall	5,950	7,437
Field Supervisor	5,576	6,969
Construction Supervisor	5,576	6,969
Police Officer	5,284	6,606
Senior WWTP Operator	5,250	6,563
Payroll/Benefits Administrator	5,057	6,321
Human Resource Analyst	5,052	6,315
Associate Planner	5,047	6,309
Construction Inspector	4,923	6,154
Planning / Building Inspector	4,923	6,154
Wastewater Treatment Plant Operator	4,697	5,871
Engineering Technician	4,658	5,821
Mechanic	4,597	5,746
Information Systems Assistant	4,558	5,697
Assistant City Clerk	4,520	5,650
Executive Assistant	4,520	5,650
WWTP Collection System Tech II	4,393	5,491
Maintenance Technician	3,529	5,491
Assistant Planner	4,379	5,474
Permit Coordinator	4,379	5,474
Community Service Officer	4,340	5,426
Building Assistant	4,152	5,190
Planning Assistant	4,152	5,190
Public Works Assistant	4,152	5,190
Finance Technician	4,116	5,145
Utility Billing Technician	4,116	5,145
Administrative Assistant	3,974	4,968
Lead Court Clerk	3,973	4,967
Police Services Specialist	3,591	4,489
Court Clerk	3,543	4,428
Custodian	3,529	4,412
Public Works Clerk	3,527	4,409
Planning/Building Clerk	\$ 3,527	\$ 4,409



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Adjustment to Rates of City Attorney for 2016

**Proposed Council Action:** Approve and authorize the Mayor to sign the 2016 Addendum to Agreement for Legal Services

**Dept. Origin:** Administration  
**Prepared by:** Ron Williams  
**For Agenda of:** Dec. 14, 2015  
**Exhibits:** Proposed 2016 Addendum

	Initial & Date
<b>Concurred by Mayor:</b>	<i>Jb 12-2-15</i>
<b>Approved by City Administrator:</b>	<i>RonW 12/2/15</i>
<b>Approved as to form by City Atty:</b>	<i>Via email</i>
<b>Approved by Finance Director:</b>	<i>J 12/2/15</i>

<b>Expenditure</b>	<b>Amount</b>	<b>Appropriation</b>	
Required \$ 3% increase	Budgeted \$	Required	\$0

**INFORMATION / BACKGROUND**

The city was contacted by our attorney, Angela Summerfield, informing us that her law firm, Ogden Murphy and Wallace, is adjusting their fees for 2016 for all of their attorneys, staff and paralegals who provide legal services to the City of Gig Harbor by 3%.

**FISCAL CONSIDERATION**

Assuming the same or similar amounts of billable time was incurred in 2016, the amount billed to the City would increase by 3%.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

**Move to:** Approve and authorize the Mayor to sign the proposed 2016 Addendum to the Agreement for Legal Services.

**2016 ADDENDUM  
TO  
AGREEMENT FOR LEGAL SERVICES**

THIS ADDENDUM modifies that certain Agreement for Legal Services dated January 7, 2009 (the "Agreement") entered into between the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City"), and the law firm of OGDEN MURPHY WALLACE, P.L.L.C. ("OMW").

WHEREAS, the City and OMW entered into the Agreement in order to provide for the terms associated with OMW's provision of legal services to the City; and

WHEREAS, Section A of the Agreement establishes the rates that OMW charges to provide those legal services; and

WHEREAS, Section E of the Agreement provides that OMW may propose an increase in hourly rates no more than once each year to become effective on January 1, by amendment to this Agreement;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth below, the parties agree as follows:

1. Amendment to Section A - Rates and Services. Section A of the Agreement is amended to read as follows:

A. Rates and Services. OMW will serve as the City Attorney for the City, performing the duties and functions of the office as defined by Title 35A RCW and the ordinance of the City.

1. Basic Services. OMW will provide basic services set out in this section at the rate of \$230 an hour ("Basic Service Fee"). The Basic Service Fee would apply to up to ninety (90) hours per month for the following services:

- a. Preparation for and attendance at two monthly regular meetings of the City Council, additional Council meetings, meetings of the Planning Commission or other boards and commissions as requested by the City.
- b. Routine consultation with City staff or officials as requested by the City for items not included as Additional Services below, preparation and legal research required in connection with such duties, and the drafting of ordinances, resolutions and legal memoranda.

- c. Review, consultation, revision and approval of public works contracts, professional services agreements, and interlocal agreements.
- d. With the exception of condemnation proceedings, preparation and review of documents and agreements, as well as consultation in real estate matters, including but not limited to the acquisition or disposition of easements, rights-of-way, or other personal property and real property interests.
- e. Legal services rendered in connection with annexation proceedings up to the Boundary Review Board level.
- f. Legal services rendered in connection with code enforcement up to the Hearing Examiner or superior court level.
- g. Legal services rendered in connection with personnel matters, except labor arbitrations and negotiations.
- h. All transit time, including transportation to and from required meetings, etc., incurred in furtherance of the above tasks (but not including transit time on regular City Council meeting days and for one additional day of City Hall office hours per month, for which there will be no cost to the City, as long as there is a two-hour minimum billed).

2. Additional Services. OMW will provide additional services set out in this section at the following rates (“Additional Services Fee”):

Firm Members:	\$260 per hour
Associates:	\$230 per hour
Law Clerks:	\$144 per hour
Paralegals:	\$108 per hour

The Additional Services include:

- a. All services rendered in connection with any actual litigation, arbitration, mediation, labor negotiations, administrative hearings (including but not limited to the Growth Management Hearings Board, Shorelines Hearings Board, Pollution Control Hearings Board, Boundary Review Board) and/or enforcement proceedings wherein the City, one of its boards, or one of its officials is or likely will be a party.
- b. All services rendered in connection with real property condemnation.
- c. All services rendered in connection with taxation issues, local improvement districts, assessments, bond issues and other matters where a special counsel has been or normally is retained. Such legal services, when requested to be

performed by our office, will generally not substitute for but may supplement the services rendered by bond counsel.

- d. All services relating to work reimbursed by developers, including but not limited to reimbursable review relating to project permit applications and development agreements.
- e. All services that exceed the 90-hour Basic Services cap.
- f. All transit time, including transportation to and from required meetings, court appearances, etc., incurred in furtherance of the above Additional Services tasks.

If other firm attorneys are to be involved in litigation and specialty work not listed in subsections A(2)(a)-(f), billing rates will be agreed upon prior to the commencement of their services. OMW acknowledges the City utilizes separate bond counsel and special counsel for personnel matters and for environmental and hazardous waste matters.

3. Reimbursable Expenses. Document reproduction charges, computer-aided legal research charges, delivery fees, filing charges and other external expenses will be billed and reimbursed to the City at cost with no mark up. Transit time will be billed and reimbursed at the applicable hourly rate above. The City would not be separately invoiced for mileage reimbursement, long-distance telephone calls or facsimile transmissions.

2. Other Terms. Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

\_\_\_\_\_  
Jill Guernsey, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Angela G. Summerfield, Member

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk



**Business of the City Council  
City of Gig Harbor, WA**

**Subject: Renewal of Public Safety Testing  
Subscriber Agreement**

**Proposed Council Action:**

To authorize the renewal of the subscriber agreement with Public Safety Testing for a three-year term at the following rates:

- 2016 - \$924 per year.
- 2017 - \$948 per year.
- 2018 - \$976 per year.

Dept. Origin: Human Resources

Prepared by: Mary Ann McCool, HR Analyst/  
Civil Service Secretary *mam*

For Agenda of: December 14, 2015

Exhibits: Renewal Agreement with Public Safety Testing

Initial & Date

Concurred by Mayor: *JB 11-23-15*  
 Approved by City Administrator: *RW 11/23/15*  
 Approved as to form by City Atty: *by email 11/23/15*  
 Approved by Finance Director: *DR 11/23/15*  
 Approved by Department Head: *mam*

Expenditure Required	Amount Budgeted	2016 - \$924/yr. 2017 - \$948/yr. 2018 - \$976/yr.	2016 - \$924/yr. 2017 - \$948/yr. 2018 - \$976/yr.	Appropriation Required	\$0

**INFORMATION / BACKGROUND**

The attached is a renewal subscriber agreement to continue the services provided by Public Safety Testing. This service allows for a better candidate pool by providing the City with a current, ongoing eligibility list without having to devote staff time to a yearly testing process that may not result in viable candidates. The City has utilized this service since 2003.

**FISCAL CONSIDERATION**

If we commit to the three-year term, the renewal agreement increases by 3% annually, beginning in 2016. This option provides a good planning/budgeting tool and guarantees lower rates over the three year period. The alternative is to enter into a one year agreement that is 10% more than our current rate of \$900.00/yr. It should be noted this is the first overall fee increase in over a decade.

The last testing process administered by the Civil Service Secretary in 2002 cost approximately \$2,000.00. As the cost of testing continues to rise, using the testing service has and will continue to result in a significant savings during the three-year period.

**BOARD OR COMMITTEE RECOMMENDATION**

The Civil Service Commission supports this process.

**RECOMMENDATION / MOTION**

**Move to: Authorize the renewal of the subscriber agreement with Public Safety Testing for a three-year term at the following rates: 2016 - \$924 per year, 2017 - \$948 per year, and 2018 - \$976 per year.**



## SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of Gig Harbor, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER: City of Gig Harbor, WA

- POSITIONS:  Law Enforcement Officer (entry-level)  
 ☞ *Check all that apply*  Law Enforcement Officer (lateral/experienced)  
 Firefighter  
 Firefighter/Paramedic  
 Corrections Officer (entry-level)  
 Corrections Officer ((lateral/experienced)  
 911 Dispatcher / Telecommunicator

COMMENCEMENT DATE: January 1, 2016

FEE & TERM:  
 ☞ *Select one-year or three-year subscription*

**One year** subscription at the following rates (this agreement expires December 31, 2016):

One Year	Law Enforcement Officer	Corrections Officer	Firefighter	911 Dispatcher / Telecommunicator
2016	\$988	N/A	N/A	N/A

or

**Three year** subscription at the following rates (this agreement expires December 31, 2018):

Three Years	Law Enforcement Officer	Corrections Officer	Firefighter	911 Dispatcher / Telecommunicator
2016	\$924	N/A	N/A	N/A
2017	\$948	N/A	N/A	N/A
2018	\$976	N/A	N/A	N/A



OUT OF REGION TESTING  
(select one):

SUBSCRIBER authorizes candidates who reside outside of the Pacific Northwest to take the written examination in their region. The physical ability test, if required, must be conducted by SUBSCRIBER (or SUBSCRIBER coordinates with candidate to be tested at a scheduled PST event), within 90 days of the written exam (6 months for FF CPAT).

SUBSCRIBER **does not** authorize out-of-region testing.

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

- 1.1 Advertising and recruiting assistance, application processing, and administration of pre-employment written examinations and physical ability tests for those positions noted on Page One (1) of this Agreement.
- 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
- 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

- 1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.
- 1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.
  - 1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).
  - 1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.
2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.
3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:
  - 3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.
  - 3.2 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.
  - 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
  - 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable application fee from any and all applicants.

- 3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
  - 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.
  - 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
  - 3.8 If the Subscriber elects for the Contractor to conduct physical ability testing for firefighter candidates, the Subscriber agrees to complete a Candidate Physical Ability Test (CPAT) validity transportability study and successfully apply to the International Association of Firefighters (IAFF) for a CPAT License. The one-time fee for the validity transportability study is \$750. If the Subscriber is currently CPAT licensed, the Subscriber agrees to maintain a valid CPAT license throughout the term of this agreement.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. Any and all written materials, and the standards for physical fitness testing utilized, shall comply with all applicable copyrights and laws. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.
  5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:

6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).

6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. Termination. This agreement terminates as noted in the *Fee & Term* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

7.1 If the Subscriber elects to terminate this Agreement prior to the termination date specified in section 7, Subscriber shall pay the Contractor an early termination fee. The purpose of this early termination fee is to cover the direct and indirect costs of refunding and or rescheduling applicants that had signed up to test for the Subscriber. The early termination fee is one-third (33%) of the annual subscriber fee as noted in Section 1.4 of this Agreement. The early termination fee is in addition to any other fees agreed to by this Agreement. *Section 7.1 does not apply to multi-year subscriptions with 90 day termination notice.*

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF GIG HARBOR, WA**

**PUBLIC SAFETY TESTING, INC.**

By: \_\_\_\_\_

By:  November 18, 2015

Print: Jill Guernsey

Print: Jon F. Walters, Jr.

Its: Mayor

Its: President

Contact: Mary Ann McCool, HR Analyst

Jon Walters

Address: 3510 Grandview St

20818 – 44<sup>th</sup> Ave. W., Suite 160

City/State/Zip: Gig Harbor, WA 98335

Lynnwood, WA 98036

Telephone: (253) 851-5039

425.776.9615

Email: mccoolm@cityofgigharbor.net

jon@publicsafetytesting.com

**Subscriber's Contact & Address for Billing:**

*(Please complete if different from contact information above)*

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Agency Recruiter:**

Name: Mary Ann McCool

Title: Human Resource Analyst

Email: mccoolm@cityofgigharbor.net

**Agency Hiring**

**Representative/Supervisor:**

Name: Kelly Busey

Title: Chief of Police

Email: buseyk@cityofgigharbor.net

**Chief or Agency Director:**

Name: Ronald L. Williams

Title: City Administrator

Email: williamsrl@cityofgigharbor.net

McCool, Mary Ann

**From:** Cassio,Bill  
**Sent:** Wednesday, November 18, 2015 3:17 PM  
**To:** Kevin Entze  
**Cc:** McCool, Mary Ann; Pat Gregory; bcassio@comcast.net; entzek@psd401.net  
**Subject:** Re: Renewal time - Public Safety Testing Subscriber Contract

I concur with Kevin.

Sgt Bill Cassio #60

> On Nov 18, 2015, at 15:12, Kevin Entze <[bubentze@centurylink.net](mailto:bubentze@centurylink.net)> wrote:

>  
> If the powers to be i.e. primarily the Chief of Police, are happy with PST then I see no reason to change. We use PST with the Fire Dept. (PCFD #5) and as a Fire Commissioner I am happy with their service and so is our Fire Chief.

> Kevin Entze

> -----Original Message----- From: McCool, Mary Ann

> Sent: Wednesday, November 18, 2015 3:00 PM

> To: Kevin Entze ([bubentze@centurylink.net](mailto:bubentze@centurylink.net)) ; Pat Gregory ; Bill Cassio

> ([bcassio@comcast.net](mailto:bcassio@comcast.net)) ; Cassio,Bill ; Kevin Entze ([entzek@psd401.net](mailto:entzek@psd401.net))

> Subject: FW: Renewal time - Public Safety Testing Subscriber Contract

> Dear Civil Service Commissioners,

> It is time to renew our subscriber contract with Public Safety Testing (PST). As you know, they are the firm that provides our entry-level police officer testing service, which we are very pleased with so far. The Chief, City Administrator, and myself are in favor of entering into another three-year contract period with PST. The City currently pays \$900.00/yr. The rates for the new three-year contract will increase by 3% each year as follows:

> 2016 - \$924.00/yr.

> 2017 - \$948.00/yr.

> 2018 - \$976.00/yr.

> It should be noted this is the first overall fee increase from PST in nearly a decade. This renewal contract has to go before the City Council on the consent agenda for the meeting of December 14th, so I am formally checking in with you to seek your support. Please respond at your earliest convenience.

> Regards,

> Mary Ann McCool, SHRM-CP, PHR

> Human Resource Analyst | Civil Service Secretary City of Gig Harbor

> 3510 Grandview St | Gig Harbor WA 98335

> (253) 851-5039 | FAX (253) 851-8563

> [mccoolm@cityofgigharbor.net](mailto:mccoolm@cityofgigharbor.net)<<mailto:mccoolm@cityofgigharbor.net>>

> --WARNING AND CONFIDENTIALITY NOTICE--- ALL E-MAIL SENT AND RECEIVED BY THIS ADDRESS WILL BE RECEIVED BY L.E.S.A. E-MAIL SYSTEM, AND IS SUBJECT TO ARCHIVAL AND PUBLIC RECORDS LAWS. THIS MESSAGE AND/OR THE



## MEMORANDUM

DATE: November 18, 2015  
TO: Mary Ann McCool  
FROM: Jon Walters  
SUBJECT: Agreement Renewal

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I want to thank you for the opportunity to be of service since 2003 to provide recruiting assistance, application processing, and written & physical ability testing for your police officer applicants.

Your current subscriber agreement for testing expires December 31. We hope that your experience with Public Safety Testing has led to the decision to renew your Agreement. I have enclosed a new Subscriber Agreement for your consideration.

As you will see, our annual fees have increased. This is our first overall fee increase in nearly a decade. While we continually work to manage the expenses we can control, unfortunately those that we cannot control all have increased many times over the decade -- including but not limited to facility rental, payroll, taxes, telephone, insurance, and many others. Our medical insurance provider just notified us of a 46% increase in premiums next year! Applicant testing fees will not increase (and are actually less than when PST began in 2000).

We are always striving to improve our services for your agency. Over the past number of years, we have enhanced our aggressive marketing and outreach efforts to attract diverse and quality applicants, we have improved our website and made it easier to access and manage applicant scores/data, we have provided Personal History Statement (PHS) data, we have expanded the ability to administer the written exam for your applicants in nearly all 50 states, and have increased the number of testing opportunities and locations around the Pacific Northwest. We trust that PST delivers your agency great value for the services we provide to assist your agency with your recruiting and hiring needs and challenges.

Page 2 of 2  
Agreement Renewal  
November 18, 2015

We have structured the renewal with two options for you:

- 1.) The first is a one year agreement that will expire December 31, 2016. The fee increase is ten percent (10%) over your current rate.
- 2.) The second is a three-year agreement that will expire December 31, 2018. The fee increase is three percent (3%) annually. This option should provide a good planning/budgeting tool and lock your agency into the lower rates.

If the agreement is acceptable, please return one fully executed version for our records. If you would like to discuss other arrangements that may work better for your organization, please do not hesitate to contact me so that we can discuss.

If your decision is not to renew (which we very much hope it is not), please kindly notify us at your earliest convenience as we will need to deactivate your agency on our website and notify any candidates that have signed up to test for your agency.

Thank you for your consideration. We are truly grateful for the opportunity to be of service and look forward to a continued and long-lasting relationship.





**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Cloud Computing Policy

**Dept. Origin:** Information Technology

**Proposed Council Action:**

**Prepared by:** Kay Johnson

Adopt the Cloud Computing Policy

**For Agenda of:** December 14, 2015

**Exhibit:** Policy and Attachment

Initial &  
Date

**Concurred by Mayor:**

*JG 12-8-15*

**Approved by City Administrator:**

*Kon W 12/8/15*

**Approved as to form by City Atty:**

*by email 12.7.15*

**Approved by Finance Director:**

*DR 12/7/15*

**Approved by Department Head:**

*[Signature] 12.7.15*

<b>Expenditure Required</b>	\$0	<b>Amount Budgeted</b>	N/A	<b>Appropriation Required</b>	N/A
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**INFORMATION/BACKGROUND**

The attached policy addresses how cloud services and/or accounts are used within the City, as managed by Information Services (IS). By definition, a cloud service is any resource that is provided over the Internet, which includes cloud-based email, document storage, Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), etc. This policy is meant to ensure that cloud services are used in compliance with City policy and IS/FBI/CJIS standards.

This policy is necessary to protect the integrity and confidentiality of the data and the transmissions of the data over the network within the City of Gig Harbor. Employees, volunteers, and/or interns may not install cloud services applications or enter into cloud services contracts without IS involvement and evaluation. Future contracts for approved cloud storage of City files and folder will be subject to the policy requirements of layered encryption cloud content, 256-bit SSL security, data integrity, and content security policies.

**FISCAL CONSIDERATION**


N/A

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Move to: Adopt the Cloud Computing Policy

	<b>CITY OF GIG HARBOR – POLICIES AND PROCEDURES</b>	
	<b>TITLE: Cloud Computing Policy</b>	
<b>POLICY MANUAL SECTION &amp; NO.</b> A-15-05	<b>EFFECTIVE DATE: 9/14/15</b> <b>REVISED DATE:</b>	<b>APPROVED:</b>

**PURPOSE**

In order to address how cloud services and/or accounts are used within the City and managed by Information Services (IS).

**POLICY**

This policy is meant to ensure that cloud services are used in compliance with City policy and IS/FBI/CJIS standards. It is imperative that employees not install cloud services applications or enter into cloud services contract for the storage, manipulation, or exchange of City-related communications or data without IS involvement and evaluation. This is necessary to protect the integrity and confidentiality of the data and the transmissions of that data over the network within the City of Gig Harbor.

**SCOPE**

This policy applies to all employees, volunteers, and interns in all departments in accordance with the City of Gig Harbor’s Police Department FBI/CJIS security audit protocols and standards.

This policy pertains to all external cloud services, e.g. cloud-based email, document storage, Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), etc.

If you are not sure whether a service is cloud-based or not, please contact the IS Department.

**PROCEDURE**

- Any cloud computing integrated services with associated installs, must be pre-approved by IS. IS staff will determine if all privacy, security, and policies are adequately addressed.
- For any cloud services that require users to agree to terms of service, such agreements must be reviewed by IS.
- The use of such services must also comply with the following City policies: Acceptable Use Policy/Computer Usage Policy/Internet Usage Policy.

- Employees must not share login credentials with co-workers. The IS department will maintain a confidential document containing account information for continuity purposes. Employees must provide login information for non-box cloud services to Information Services for security and public records reasons.
- Employee personal cloud services accounts may not be used for the storage, manipulation, or exchange of City-related communications or City-owned data.
- **Pre-approved cloud computing services**
  - BOX.com
- **Consultant / Developer / Contractor / Agency cloud services**

Only required uploads/downloads of data from cloud (or ftp) sites will be permitted by internet website login. No synchronization and installs will be allowed on City-owned devices without authorization or pre-approval (see paragraph for pre-approved cloud services.) Care should be taken that only the minimum amount of City data and/or files are shared with other entities (consultants/developers/contractors/agencies) to conduct and facilitate business and perform job functions. City files and folders may be shared, but will not be archived on an unapproved cloud services site. The following requirements shall be added to future contracts for approved cloud storage of City files and folders:

- **Layered Encryption Cloud** content **encrypted in transit** with high-grade TLS and multi-layered encryption at rest with 256-bit AES. Encryption keys are securely stored in separate locations utilizing 256-bit AES encryption.
- **256-bit SSL security** to ensure all data transferred from cloud provider's servers to the internet is encrypted. Filenames encoded on the cloud supplier's servers to prohibit search engines and bots from indexing users' files. A "shared link" to a file shall not appear in any search engine results.
- **Data Integrity** - Version, deletion, and expiration controls protect the integrity of content.
- **Content Security Policies** – Prevention of data loss with alerts of unusual download activity, shared files with sensitive information, and uploads with prohibited data.

## Cloud Computing Policy - Explanation

For years data was stored on larger computers called Servers. Unfortunately, these servers get old, run out of space and are costly to replace. The new method of storing data is in the “Cloud” using the internet. This refers to private companies which have very large “server farms,” on which they rent space to others. You can access these servers via the Internet.

Gig Harbor has decided to use the Cloud through a company called “Box.com”. This will save the city thousands of dollars and will give us unlimited capacity to store data. This new Cloud Computing Policy is meant to describe how we at the City will use this Cloud service.

Policy- We only want employees to use the Cloud service (Box.com) per the City’s contract and under the specific guidelines, rules and security the City uses. This is important to our adherence to the FBI standards of the agencies we work with. There are hackers out there who want our data. To prevent this, we must follow the rules the City has set up for using Box.com

Scope- The policy applies to everyone. Other companies and agencies also use the Cloud for their data. Our policy also covers our employees’ and companies’ use of other company’s cloud services. When in doubt, contact IS.

### Procedure

- If anyone wants to use any cloud service from anywhere else, they must receive approval from IS first.
- This includes IS reviewing the terms of those Cloud services before any City employee signs any agreement.
- Any other service has to comply with several City policies (IS.)
- Any login passwords or usernames must be kept confidential. For non-box cloud services, employees with not use the same login and password used on the city’s network. Employees must provide login information for non-box cloud services to Information Services for security and public records reasons.

Cloud Computing Policy – Explanation

Page 2

- If any employee uses any other Cloud service, you may not store City data on those services unless the project requires it and you have pre-approval from IS.
- The only pre-approved Cloud service is Box.com.
- If you go to another Cloud service, other than Box.com, you may download their data, but you may not synchronize by installing their software on any City-owned computers (See IS) Do not store City data on non-box Cloud services without prior approval from IS.
- There are strict requirements if you want to enter into a contract with other Cloud services with terms most non-IS people will not recognize (like “Layered Encryption Cloud” and “256-bit SSL security”) So when in doubt, contact IS.
- It is very easy to comply with the City’s requirement with security and “the Cloud”. Any vendor can create a Box.com account for their data and by default automatically comply with the City’s security requirements.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** State Department of Ecology  
Stormwater Capacity Grant Agreement.

**Proposed Council Action:** Authorize the Mayor to execute the Stormwater Capacity Grant Agreement with the State Department of Ecology in the amount of \$50,000.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Wayne Matthews  
Engineering Technician

**For Agenda of:** December 14, 2015

**Exhibits:** Dept. of Ecology  
Stormwater Capacity  
Grant Agreement

<b>Concurred by Mayor:</b>	Initial & Date JG 12-8-15
<b>Approved by City Administrator:</b>	Ron W 12/8/15
<b>Approved as to form by City Atty:</b>	WAS 12/8/15 via e-mail
<b>Approved by Finance Director:</b>	DF 12/7/15
<b>Approved by Public Works Dir.:</b>	JAD 12/7/15
<b>Approved by Department Head:</b>	W 12-2-15

<b>Expenditure Required</b>	\$ 0.00	<b>Amount Budgeted</b>	\$ 0.00	<b>Appropriation Required</b>	\$ 0.00
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**INFORMATION/BACKGROUND**

This Stormwater Capacity Grant Agreement between City of Gig Harbor and State of Washington Department of Ecology (DOE) provides \$50,000 grant to the City for the continued City implementation and conformance with the annual DOE NPDES Stormwater Permit requirements.

**FISCAL CONSIDERATION**

The Stormwater Capacity Grant Agreement provides \$50,000 funding toward the City's efforts to meet future permit requirements of the City's NPDES Phase II General Stormwater Permit. The effective date of this grant agreement is July 1, 2015 and it will expire on January 31, 2017.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Move to: Authorize the Mayor to execute the Stormwater Capacity Grant Agreement with the State Department of Ecology in the amount of \$50,000.

Agreement No: QSWCAP-1517-GigHPW-00065  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Gig Harbor



## Agreement QSWCAP-1517-GigHPW-00065

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Gig Harbor

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Gig Harbor, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

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#### GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-1517-GigHPW-00065  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Gig Harbor

**RECIPIENT INFORMATION**

Organization Name: City of Gig Harbor

Federal Tax ID: 91-6001435  
 DUNS Number: 014365621

Mailing Address: 3510 Grandview Street  
 Gig Harbor, WA, 98335

Physical Address: 3510 Grandview Street  
 Gig Harbor, Washington, 98335

**Contacts**

<p><b>Project Manager</b></p>	<p>Wayne Matthews                  Engineering Technician</p> <p>3510 Grandview Street                  Gig Harbor, Washington, 98335                  Email: matthewsw@cityofgigharbor.net                  Phone: (253) 853-2646</p>
<p><b>Billing Contact</b></p>	<p>JANIS GIBBARD                  FINANCE TECHNICIAN</p> <p>3510 GRANDVIEW STREET                  GIG HARBOR, Washington, 98335                  Email: gibbardj@cityofgigharbor.net                  Phone: (253) 853-7696</p>
<p><b>Authorized Signatory</b></p>	<p>Jill Guernsey                  Mayor</p> <p>3510 Grandview St                  Gig Harbor, Washington, 98335                  Email: guernseyj@cityofgigharbor.net                  Phone: (253) 853-7611</p>



Agreement No: WQSWCAP-1517-GigHPW-00065  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Gig Harbor

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Kyle Graunke  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
<b>Financial Manager</b>	Kyle Graunke  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452



**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

**Project Administration/Management**

**Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$50,000.00

Task Title: Project Administration/Management

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

Agreement No: WQSWCAP-1517-GigHPW-00065  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Gig Harbor

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Project Administration/Management**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-1517-GigHPW-00065  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Gig Harbor

**BUDGET**

**Funding Distribution EG160369**

Funding Title: Capacity Grant FY16  
 Funding Type: Grant Funding Expiration Date: 03/31/2017  
 Funding Effective Date: 07/01/2015  
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account  
 Type: State  
 CFDA:  
 Assistance Agreement:  
 Description: MTCA

Recipient Match %: 0  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Permit Implementation	\$ 25,000.00

**Total: \$ 25,000.00**

Agreement No: WQSWCAP-1517-GigHPW-00065  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Gig Harbor

**BUDGET**

**Funding Distribution EG160370**

Funding Title: Capacity Grant FY17  
 Funding Type: Grant Funding Expiration Date: 03/31/2017  
 Funding Effective Date: 07/01/2016  
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account  
 Type: State  
 CFDA:  
 Assistance Agreement:  
 Description: MTCA

Recipient Match %: 0  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Permit Implementation	\$ 25,000.00
<b>Total:</b>	<b>\$ 25,000.00</b>

**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.



“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

- 1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.
- 2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>>.

**GENERAL TERMS AND CONDITIONS**

**1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

**2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

**3. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

Agreement No: WQSWCAP-1517-GigHPW-00065  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Gig Harbor

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.



Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

Agreement No: WQSWCAP-1517-GigHPW-00065  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Gig Harbor

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable

Agreement No: WQSWCAP-1517-GigHPW-00065  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Gig Harbor

property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer

recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

### d) In Event of Termination

Agreement No: WQSWCAP-1517-GigHPW-00065  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Gig Harbor

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Interlocal Agreement with Puget Sound Clean Air Agency.

**Proposed Council Action:** Authorize the Mayor to execute an Interlocal Agreement with Puget Sound Clean Air Agency for the purposes of installing and operating an air quality monitoring site on City property.

**Dept. Origin:** Public Works/Operations

**Prepared by:** Jeff Langhelm, P.E. *ALX*  
Public Works Director

**For Agenda of:** December 14, 2015

**Exhibits:** Interlocal Agreement

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Director:**

**Approved by City Engineer:**

Initial & Date

*JG 12-7-15*  
*Ron W 12/7/15*  
*Via email 12/1/15*  
*DF 12/7/15*  
*ALX 11/30/15*

<b>Expenditure Required</b>	See Fiscal Consideration below	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The purpose of this proposed agreement between the City of Gig Harbor and the Puget Sound Clean Air Agency (PSCAA) is to install and operate an air quality monitoring site on City property. The equipment will be located in a plastic shed behind the Rohwer garage on Crescent Valley Drive. The City will allow use of an existing power receptacle to support the station and allow the agency to use the premises. The agency will provide the City with an air quality science program and a copy of the data collected. The termination date of the Agreement is September 30, 2017.

**FISCAL CONSIDERATIONS**

PSCAA will provide and install the air quality monitoring equipment. The agency will pay the City \$150 per quarter rent for the use of the site and to off-set the electrical usage cost.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Move to: Authorize the Mayor to execute an Interlocal Agreement with Puget Sound Clean Air Agency for the purposes of installing and operating an air quality monitoring site on City property.

## INTERLOCAL AGREEMENT

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This Interlocal Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and **City of Gig Harbor**, (hereinafter referred to as the "City"), 3510 Grandview Street, Gig Harbor, WA 98335.

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**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with the City for the purposes of installing and operating an air quality monitoring site; and

**WHEREAS**, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.; and

**NOW, THEREFORE**, the Agency and the City mutually agree as follows:

1. **Purpose and Scope of this Agreement.**

**A. Duties of Agency**

- i.) The Agency shall, at its own cost and expense except as provided herein, install, operate, and remove one air quality monitoring station on the City property described in Appendix A. Prior to installing the station, the Agency must receive prior approval from the Public Works Superintendent (as defined herein).
- ii.) All equipment related to the station installed, and all data obtained from the station, is owned by the Agency.

**B. Duties of City**

- i.) The City shall, using its reasonable discretion, approve the air quality monitoring station location.
- ii.) The City shall allow use of 1 existing electrical power receptacle to support the station, and shall allow the Agency to use the premises described in Appendix A.



- iii.) The City shall allow Agency staff identified in Appendix B access to the station location. Agency staff will visit the station for about 45 minutes approximately once every two weeks during normal business hours.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement for the initially defined term shall not exceed \$1200. The funding for this contract is provided by the the monitoring site rent budget and is part of the Agency monitoring work plan for Fiscal Year 2016. The Agency shall pay rent in advance at the rate of \$150 per quarter.

As consideration for the City's performance under this Agreement, the Agency agrees to provide to the City the following: (a) a one hour air quality science program directed to a community group or city staff, and (b) copy of the data from the air quality monitoring available to the public on <http://airgraphing.pscleanair.org/>.

To obtain payment, the City shall submit invoices quarterly to the Agency. Submitted invoices should show time and material information.

The City shall submit invoices to the Agency's Manager of Finance and Purchasing and the Agency shall pay within thirty (30) days after review and approval by the Agency Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date of the agreement.

Funding for work to be conducted after June 30, 2016, is contingent upon approval of funding by the Agency Board of Directors. If funding is not authorized by the Board of Directors, the Agency shall follow early termination procedures under this agreement.

3. **Term.** The effective date of this Agreement is November 1, 2015. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the City. The termination date of this Agreement is September 30, 2017. The term can be extended by mutual agreement of the parties in the form of a written amendment.

4. **Communications.** The following persons shall be the contact persons for all communications regarding the performance of this Agreement.

<b>City</b>	<b>Agency</b>	<b>Send invoices to:</b>
<i>Greg Foote, Public Works Superintendent</i>	Project Manager: <i>Matt Harper</i>	Finance Manager
<i>City of Gig Harbor</i>	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
<i>3510 Grandview Street, Gig Harbor, WA 98335</i>	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 851-8406	Phone: 206-516-9025 (m) 206-689-4009 (o)	Phone: 206-689-4014
Fax: (253) 851-8408	Fax: (206) 343-7522	Fax: (206) 343-7522
E-mail address: <a href="mailto:footeg@cityofgigharbor.net">footeg@cityofgigharbor.net</a>	E-mail address: <a href="mailto:matth@pscleanair.org">matth@pscleanair.org</a>	E-mail address: <a href="mailto:finance@pscleanair.org">finance@pscleanair.org</a>

5. **Changes.** This Agreement may be amended only by written instrument properly signed by both parties hereto.

6. **Early Termination.** Either party may terminate this Agreement at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination.

7. **Assignment.** The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

8. **Indemnification.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

9. **Property Damage/Loss.** The Agency acknowledges the City is not responsible for and assumes no liability for lost, stolen or damaged property stored or placed on the City property.

10. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

**THIS Agreement** is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

**PUGET SOUND CLEAN AIR AGENCY**

**CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Craig T. Kenworthy  
Executive Director

By: \_\_\_\_\_  
(Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

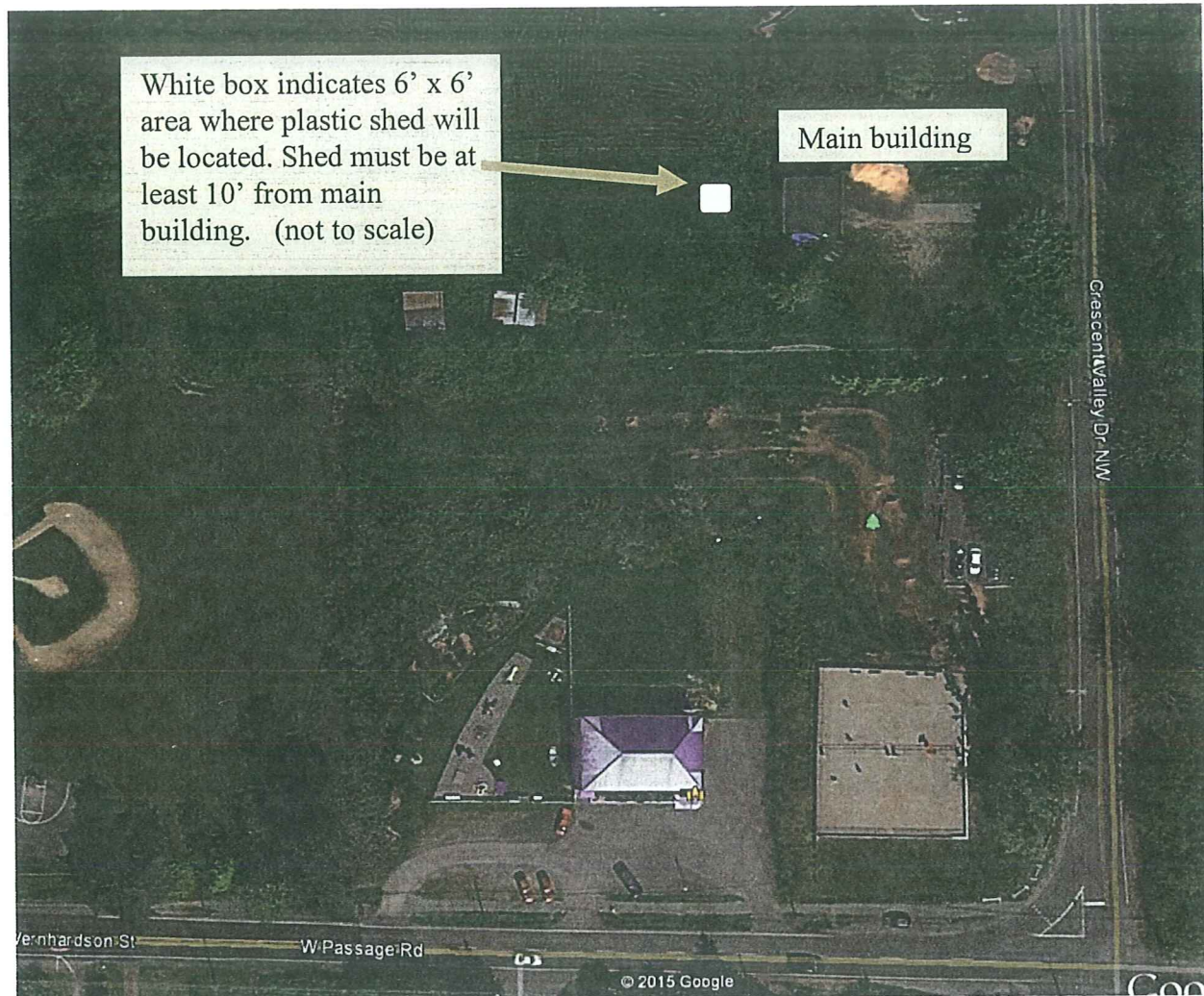
Approved as to Form:

By: \_\_\_\_\_  
Jennifer Dold  
General Counsel

Date: \_\_\_\_\_

## APPENDIX A – SITE DIAGRAM AND DESCRIPTION

Address: 9702 Crescent Valley Dr. NW Gig Harbor, Wa. 98335-1214



## APPENDIX B – AGENCY PERSONNEL ACCESS LIST

Agency Air Monitoring Personnel who will need regular access to the site:

Matthew Harper

Greg Sandau

Adam Petrusky

Walter Zylowski

Agency Air Monitoring Personnel all have valid identification, and can present that identification upon request.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject: Interlocal Agreement  
DUI and Traffic Safety Task Force**

**Dept. Origin: Police**

**Proposed Council Action:**

**Prepared by: Kelly Busey**

Authorize Mayor to execute Interlocal Agreement with Tacoma-Pierce County DUI and Traffic Safety Task Force.

**For Agenda of: December 14, 2015**

**Exhibit: Interlocal Agreement**

	Initial & Date
Concurred by Mayor:	JL 12/8/15
Approved by City Administrator:	Ron W 12/8/15
Approved as to form by City Atty:	Via email
Approved by Finance Director:	SP 12/8/15
Approved by Department Head:	KBB

<b>Expenditure Required</b>	<b>Amount Budgeted</b>	<b>Appropriation Required</b>	<b>\$ 0</b>
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**INFORMATION/BACKGROUND**

This is a renewal of an ongoing Interlocal Agreement the city shares with the Tacoma-Pierce County DUI and Traffic Safety Task Force. This relationship allows the police department to claim money from the Washington State Traffic Safety Commission for targeted emphasis patrols, such as DUI, seat belt, and distracted driving emphasis patrols. On some occasions, this money pays for our officers to participate in a multi-jurisdictional patrol in another city; at times the other jurisdictions come to Gig Harbor for these patrols.

**FISCAL CONSIDERATION**

This Interlocal Agreement is required to be eligible for reimbursement and participation in the emphasis patrols described.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize Mayor to execute Interlocal Agreement with Tacoma-Pierce County DUI and Traffic Safety Task Force.

## Pierce County Traffic Safety Emphasis Interlocal Agreement and Mutual Aid Agreement

WHEREAS, an entity known as the Tacoma Pierce County DUI and Traffic Safety Task Force has created for the purpose of promoting the targeting, apprehending and the successful prosecution of individuals guilty of traffic infractions and offenses in general, and DUIs and violation of alcohol laws in particular, and

WHEREAS, it is the desire of various law enforcement agencies within Pierce County to participate in such Task Force, and

WHEREAS, multi-agency participation in such a Task Force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W.;

NOW, THEREFORE, it is mutually agreed as follows:

Section 1: Duration This Agreement shall be in effect for a period from March 18, 2016 through March 18, 2018. It shall be extended automatically for an additional three (3) year period on March 19, 2018 unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety (90) days written notice to the other party.

Section 2: Scope Parties to this Agreement will each provide law enforcement personnel for the apprehension of traffic offenders, and the enforcement of traffic and alcohol laws within targeted areas at any particular time as determined by the Task Force.

Section 3: Purpose The purpose of this Agreement shall be the apprehension and successful prosecution of individuals guilty of traffic violations and offenses in general, within specifically targeted areas of Pierce County.

Section 4: Financing Each participating agency shall bear the financial responsibility and liability for such of its employees that participate in the Task Force, including but not limited to salary, benefits and worker's compensation insurance.

Section 5: Administration This Agreement shall be administered by the Task Force comprised of the Pierce County Sheriff and the Chiefs of Police for the cities and towns listed in Attachment 1, or their respective delegates.

Section 6: Operations Task Force operations, in connection with the emphasis patrols operating under this agreement, shall be facilitated by hosting agency's employee holding a rank of sergeant or higher. Provided that the facilitation provided by Pierce County shall not be considered an allocation of liability under R.C.W. 10.93.040, nor that the Task Force is acting under the direction and control of Pierce County.

Section 7: Use of Property Each agency shall be responsible for its own property used during the term of the Agreement and any property acquired by an agency during the term of this Agreement shall remain with the agency upon termination of the Agreement.

Section 8: Coordination The Task Force Target Zero Manager shall be responsible for coordinating Task Force related communications between participating agencies.

Section 9: Participating Agencies A list of the agencies which will be participating in the Tacoma Pierce County DUI and Traffic Safety Task Force is attached hereto as Attachment 1. Such List of Authorized Agencies may be modified from time to time to add to or delete agencies. Each participating agency shall maintain a current list of Authorized Agencies on file together with a copy of this Agreement.

Section 10: Filing A copy of this Agreement shall be filed with the Pierce County Auditor.

Section 11: Consent The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all properly certified or exempted officers engaged in any operations of the Tacoma Pierce County DUI and Traffic Safety Task Force. Each consent shall be valid during the tenure of the responsive undersigned individuals.

Section 12: Responsibility The consents given in Section 11 above are not intended to reallocate, under R.C.W. 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

Gloria Mansfield Averill, Target Zero Manager  
Tacoma Pierce County DUI and Traffic Safety Task Force  
2501 South 35<sup>th</sup> Street  
Suite B  
Tacoma, WA 98409

**DUI (Driving Under the Influence) and Traffic Safety Task Force**

**Interlocal Agreement**

*and*

**Mutual Aid Agreement**

County of Pierce  
City of Buckley  
City of Boney Lake  
City of Dupont  
City of Fife  
City of Fircrest  
City of Gig Harbor  
City of Lakewood  
City of Milton  
City of Orting  
City of Puyallup  
City of Ruston  
Town of Steilacoom  
City of Sumner  
City of Tacoma  
City of University Place



ATTACHMENT 1

Pierce County Sheriff's Department

Buckley Police Department

Bonney Lake Police Department

Dupont Police Department

Fife Police Department

Fircrest Police Department

Gig Harbor Police Department

Lakewood Police Department

Milton Police Department

Orting Police Department

Puyallup Police Department

Ruston Police Department

Steilacoom Department of Public Safety

Sumner Police Department

Tacoma Police Department

University Place Police Department

Town/City or County of \_\_\_\_\_ (print name of jurisdiction)

Dated this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
(signature)

Chief/Sheriff \_\_\_\_\_ (print name of police chief or sheriff)

\_\_\_\_\_  
(print name of law enforcement agency)

Mayor/County Executive \_\_\_\_\_ (print name of mayor or county executive)

\_\_\_\_\_  
(print name of city/town/county)

Approved this \_\_\_\_ day of 20 \_\_\_\_

\_\_\_\_\_  
(signature)

**ATTEST:**

\_\_\_\_\_  
Town/City or County Clerk (signature)



**Business of the City Council  
City of Gig Harbor, WA**

**Subject: Service Level Agreement  
South Sound 911**

**Dept. Origin: Police**

**Proposed Council Action:**

**Prepared by: Kelly Busey**

Authorize Police Chief to sign 2016 Service Level Agreement with South Sound 911 to continue dispatch and information technology services

**For Agenda of: December 14, 2015**

**Exhibit: Service Level Agreement**

	Initial & Date
Concurred by Mayor:	<u>JB 12/8-15</u>
Approved by City Administrator:	<u>RW 12/8/15</u>
Approved as to form by City Atty:	Via email
Approved by Finance Director:	<u>DF 12/8/15</u>
Approved by Department Head:	<u>KB</u>

<b>Expenditure Required</b>	<b>Amount Budgeted</b>	<b>Appropriation Required</b>	<b>\$ 0</b>
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**INFORMATION/BACKGROUND**

South Sound 911 (formerly LESA) provides police dispatch and records services to the Gig Harbor Police Department. South Sound 911 also provides Information Services (IT) for all City of Gig Harbor users. This is the renewal of a similar contract utilizing the new agency name of South Sound 911.

**FISCAL CONSIDERATION**

The 2016 cost for these services will be \$234,510. This amount has been communicated to the Finance Department and is in line with the previously budgeted amount.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize Police Chief to sign 2016 Service Level Agreement with South Sound 911 to continue dispatch and information technology services



November 17, 2015

Chief Kelly Busey  
Gig Harbor Police Department  
3510 Grandview  
Gig Harbor, WA 98335

RE: 2016 SOUTH SOUND 911 LAW ENFORCEMENT SERVICES AGREEMENT

Dear Chief Busey:

Enclosed you will find a revised Service Agreement with South Sound 911. This new agreement will replace any existing service agreements previously executed for services provided by South Sound 911. Included in the revised agreement is a 2016 Allocation Term Sheet that contains the annual cost information for your department. This Allocation Term Sheet will be updated annually and distributed with the final allocation following adoption by the Policy Board.

Please sign the agreement and 2016 Allocation Term Sheet and return both originals to the address below. A fully executed agreement will be mailed to you for your files:

South Sound 911  
Attn: Stella Ramirez  
955 Tacoma Ave. S., Suite 102  
Tacoma, WA 98402

If you have any questions regarding the enclosed agreement, please do not hesitate to call Budget & Finance Manager Janet Caviezel at 253.798.2970 or Law Enforcement Deputy Director Mark Mears at 253-798-2364. South Sound 911 appreciates your ongoing partnership and looks forward to continuing to support your agency in 2016.

Regards,

A handwritten signature in blue ink that reads "A Neiditz".

Andrew E. Neiditz  
Executive Director

Enclosures

**SOUTH SOUND 911  
LAW ENFORCEMENT  
SERVICE AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 (hereinafter "SS911") and the GIG HARBOR POLICE DEPARTMENT, (hereinafter "Law Enforcement Agency") for public safety communications and other services as provided herein.

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District NO. 3 (West Pierce Fire & Rescue) (together referred to as the "Member Agencies") have created an interlocal agency called South Sound 911; and

WHEREAS, the purpose of SS911 is to provide communications services and other services as authorized by the Member Agencies; and

WHEREAS, SS911 may provide services to non-Member Agencies; and

WHEREAS, Law Enforcement Agency is a criminal justice agency as defined in RCW 10.97;

NOW, THEREFORE the Parties hereto agree as follows:

1. Effective Date and Duration. This Agreement shall be effective on January 1, 2016, and shall be automatically renewed on January 1 of each year unless sooner terminated under the provisions provided herein.
2. Services. SS911 agrees to provide services as selected by Law Enforcement Agency as part of the annual review process described below. Current services include:
  - A. Law Enforcement Information Services
    - i. Core Technology
    - ii. Core Operations
    - iii. Public Service
    - iv. Warrant Service
  - B. Law Enforcement Communications.

A description of service and its terms and conditions shall be provided as part of the annual review. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
3. Annual Review. On an annual basis, SS911 will provide Law Enforcement Agency with a description of services for the upcoming year and any applicable terms and conditions. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
4. Fees for Services. Law Enforcement Agency agrees to pay quarterly for services based on the rates established by the current SS911 cost allocation model.

5. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its Member Agencies and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

6. Termination. This Agreement may be terminated, without cause, by either Party upon written notice to the other Party of at least 180 calendar days. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by SS911.
7. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	LAW ENFORCEMENT AGENCY
Janet Caviezel South Sound 911 Budget & Finance Manager 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name: <i>GIG HARBOR POLICE DEPT.</i>
Phone: (253)798-2970	Address: <i>3510 GRANDVIEW ST GIG HARBOR WA 98335</i>
Fax: (253)798-7874	Phone: <i>253 851 2236</i>
Email: Janet.Caviezel@SouthSound911.org	Fax: <i>253 851 2399</i>
	Email: <i>buseyk@cityofgigharbor.net</i>

8. Miscellaneous Provisions.
- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.







## Information Services

### 1. South Sound 911 Services

#### A. Service Options:

- i. Core Technology which includes RMS modules such as Field Based Reporting, Supervisor Review Queues, Electronic Distribution and others used by Patrol, Investigations and Police Administration.
- ii. Core Operations which include Archiving, Data Entry, Distribution and Statistical Reporting.
- iii. Public Service which includes a public counter for citizens and businesses to obtain public disclosure documents, fingerprint services, concealed pistol licenses and process pistol transfers.
- iv. Warrant Service which includes the entry, confirmation, maintenance and validation of any Warrants or Orders.

### 2. Responsibilities

- A. Law Enforcement Agency shall comply with the standard operating procedures for information services as may be established from time to time by SS911.
- B. Law Enforcement Agency is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
- C. SS911 has sole authority to determine which of its information, data bases and/or computer systems will be subject to access by Law Enforcement Agency.
- D. Data or information generated by Law Enforcement Agency in the possession of SS911 is the property of Law Enforcement Agency. SS911 may use this information for the benefit of SS911 law enforcement operations. At Law Enforcement Agency's request, SS911 will maintain and archive this information but SS911 will retain all control as to the methods used for retention, archiving and retrieval of such information.
- E. SS911 shall maintain control over its personnel, including all policies and procedures relating to personnel.
- F. The Parties agree that they will act in strict accordance with the provisions of the Criminal Records Privacy Act, RCW 10.97, the Public Disclosure Act, RCW 42.56, and all other laws and regulations that govern the use and dissemination of information accessed, stored, or utilized in connection with this agreement. SS911 will comply with the Washington State Archives Records Management Retentions Schedule in conjunction with Law Enforcement Agency. Any modification or variance to this standardized retention will be the responsibility of the Law Enforcement Agency. The parties will ensure that their officers, employees, and agents comply with such laws and regulations, take steps to physically secure information and access to information, properly dispose of information through approved methods of physical destruction, and limit access to information to those persons who are authorized by law to do so.
- G. SS911 is authorized to audit Law Enforcement Agency's use of the services, and further, is authorized to immediately disconnect or terminate Law Enforcement Agency's use of services in the event of any perceived violation.

## Communications Services

### 1. South Sound 911 Services

- A. Receive and accept emergency and routine police calls from within the boundaries of areas served by Law Enforcement Agency.
- B. Handle calls according to the procedures established by SS911.
- C. Maintain radio and support communications with Law Enforcement Agency from the time of the initial call and provide additional assistance as needed within customary support as provided by SS911.
- D. Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by SS911.
- E. The services to be provided by SS911 shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this agreement.

### 2. Responsibilities

- A. Law Enforcement Agency shall comply with the standard operating procedures for services as may be established from time to time by SS911.
- B. Law Enforcement Agency is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
- C. Law Enforcement Agency shall provide and maintain, at its expense, a licensed operational radio base transmitter with appropriate controls and the designated telephone communication line to SS911.
- D. Any changes to unit identification system by must be mutually agreed upon by the parties.

**SOUTH SOUND 911  
LAW ENFORCEMENT  
SERVICE AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 (hereinafter "SS911") and the GIG HARBOR POLICE DEPARTMENT, (hereinafter "Law Enforcement Agency") for public safety communications and other services as provided herein.

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District NO. 3 (West Pierce Fire & Rescue) (together referred to as the "Member Agencies") have created an interlocal agency called South Sound 911; and

WHEREAS, the purpose of SS911 is to provide communications services and other services as authorized by the Member Agencies; and

WHEREAS, SS911 may provide services to non-Member Agencies; and

WHEREAS, Law Enforcement Agency is a criminal justice agency as defined in RCW 10.97;

NOW, THEREFORE the Parties hereto agree as follows:

1. Effective Date and Duration. This Agreement shall be effective on January 1, 2016, and shall be automatically renewed on January 1 of each year unless sooner terminated under the provisions provided herein.
2. Services. SS911 agrees to provide services as selected by Law Enforcement Agency as part of the annual review process described below. Current services include:
  - A. Law Enforcement Information Services
    - i. Core Technology
    - ii. Core Operations
    - iii. Public Service
    - iv. Warrant Service
  - B. Law Enforcement Communications.  
A description of service and its terms and conditions shall be provided as part of the annual review. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
3. Annual Review. On an annual basis, SS911 will provide Law Enforcement Agency with a description of services for the upcoming year and any applicable terms and conditions. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
4. Fees for Services. Law Enforcement Agency agrees to pay quarterly for services based on the rates established by the current SS911 cost allocation model.

5. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its Member Agencies and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

6. Termination. This Agreement may be terminated, without cause, by either Party upon written notice to the other Party of at least 180 calendar days. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by SS911.
7. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	LAW ENFORCEMENT AGENCY
Janet Caviezel South Sound 911 Budget & Finance Manager 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name: GIG HARBOR POLICE DEPT Address: 3510 GRANVIEW ST GIG HARBOR WA 98335
Phone: (253)798-2970	Phone: 253 851 2236
Fax: (253)798-7874	Fax: 253 851 2399
Email: Janet.Caviezel@SouthSound911.org	Email: buseyk@cityofgigharbor.net

8. Miscellaneous Provisions.
- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.



**2016 Allocation Term Sheet  
For  
Public Safety Communications and Information Services  
Between  
South Sound 911 and Gig Harbor Police Department (Law Enforcement Agency)**

**INFORMATION SERVICES:**

**Core Services**

Number of Commissioned Officers: 15 17 <sup>(KB)</sup>

**Public Service**

Agency Population: \_\_\_\_\_

**Warrant Services**

Number of Commissioned Officers: \_\_\_\_\_

**COMMUNICATIONS SERVICES:**

Calls for Service (2 year): 12,251

Service	Annual Cost
Information Services:	
Core Services - Technology	\$52,470
Core Services - Operations	\$
Public Services	\$
Warrant Services	\$
Total Information Services	\$52,470
Communications	\$182,040
Total Agency Allocation	\$234,510

**SOUTH SOUND 911**

\_\_\_\_\_  
Andrew E. Neiditz Date  
Executive Director

Approved as to Budget:

\_\_\_\_\_  
Janet Caviezel  
Budget & Finance Manager

Approved as to Form:

\_\_\_\_\_  
Peter Beckwith  
Legal Advisor

**GIG HARBOR POLICE DEPARTMENT**

Kelly B. Busey 12/8/15  
Date

Print Name: KELLY B. BUSEY

Print Title: CHIEF OF POLICE

Address: 3510 GRANDVIEW ST  
GIG HARBOR WA 98335

## Information Services

### 1. South Sound 911 Services

#### A. Service Options:

- i. Core Technology which includes RMS modules such as Field Based Reporting, Supervisor Review Queues, Electronic Distribution and others used by Patrol, Investigations and Police Administration.
- ii. Core Operations which include Archiving, Data Entry, Distribution and Statistical Reporting.
- iii. Public Service which includes a public counter for citizens and businesses to obtain public disclosure documents, fingerprint services, concealed pistol licenses and process pistol transfers.
- iv. Warrant Service which includes the entry, confirmation, maintenance and validation of any Warrants or Orders.

### 2. Responsibilities

- A. Law Enforcement Agency shall comply with the standard operating procedures for information services as may be established from time to time by SS911.
- B. Law Enforcement Agency is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
- C. SS911 has sole authority to determine which of its information, data bases and/or computer systems will be subject to access by Law Enforcement Agency.
- D. Data or information generated by Law Enforcement Agency in the possession of SS911 is the property of Law Enforcement Agency. SS911 may use this information for the benefit of SS911 law enforcement operations. At Law Enforcement Agency's request, SS911 will maintain and archive this information but SS911 will retain all control as to the methods used for retention, archiving and retrieval of such information.
- E. SS911 shall maintain control over its personnel, including all policies and procedures relating to personnel.
- F. The Parties agree that they will act in strict accordance with the provisions of the Criminal Records Privacy Act, RCW 10.97, the Public Disclosure Act, RCW 42.56, and all other laws and regulations that govern the use and dissemination of information accessed, stored, or utilized in connection with this agreement. SS911 will comply with the Washington State Archives Records Management Retentions Schedule in conjunction with Law Enforcement Agency. Any modification or variance to this standardized retention will be the responsibility of the Law Enforcement Agency. The parties will ensure that their officers, employees, and agents comply with such laws and regulations, take steps to physically secure information and access to information, properly dispose of information through approved methods of physical destruction, and limit access to information to those persons who are authorized by law to do so.
- G. SS911 is authorized to audit Law Enforcement Agency's use of the services, and further, is authorized to immediately disconnect or terminate Law Enforcement Agency's use of services in the event of any perceived violation.

## Communications Services

### 1. South Sound 911 Services

- A. Receive and accept emergency and routine police calls from within the boundaries of areas served by Law Enforcement Agency.
- B. Handle calls according to the procedures established by SS911.
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- D. Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by SS911.
- E. The services to be provided by SS911 shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this agreement.

### 2. Responsibilities

- A. Law Enforcement Agency shall comply with the standard operating procedures for services as may be established from time to time by SS911.
- B. Law Enforcement Agency is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
- C. Law Enforcement Agency shall provide and maintain, at its expense, a licensed operational radio base transmitter with appropriate controls and the designated telephone communication line to SS911.
- D. Any changes to unit identification system by must be mutually agreed upon by the parties.





**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Olympic Drive Right turn pocket-  
Chevron Property Phase 1 Environmental Site  
Assessment.

**Proposed Council Action:** Approve and  
authorize the Mayor to execute the  
Professional Services Contract with Aspect  
Consulting, in an amount not to exceed  
\$5,000.00

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer

**For Agenda of:** December 14, 2015

**Exhibits:** Consultant Services Agreement  
Exhibit A – Scope of Work and  
Exhibit B – Schedule of Rates

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Director:**

**Approved by City Engineer:**

Initial &  
Date

16 12-9-15

Pon W 12/9/15

by email 12-8-15

P 12/9/15

J/Ox 12/8/15

12-8-15

<b>Expenditure Required</b>	\$ 5,000.00	<b>Amount Budgeted</b>	\$ 0.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The City completed numerous traffic model reports relating to the redevelopment proposal for the vacant lot on Pt. Fosdick Drive (formerly occupied by an RV dealership) known as Olympic Towne Center ("OTC"). These reports identified the need for an Eastbound direction right turn pocket on Olympic Drive at Pt. Fosdick. The proposed improvements require acquisition of an additional six feet of property width from the Chevron property. The City is currently in the process of property acquisition discussions with the Chevron property owner.

The City's independent traffic modeler, David Evans and Associates, performed traffic modeling runs and determined that the City's pro rata share for the right turn pocket would be 45 percent with the remaining 55 percent the responsibility of the developer of OTC. The City will undertake the property acquisition of this strip of the Chevron fuel station property as a portion of that 45 percent share. The City and the developer of OTC anticipate use of a development agreement to address the improvements.

Acquisition of the 6-foot strip requires an Environmental Assessment for due diligence purposes. The cost of the environmental assessment has been paid by OTC and receipted by the City.

**FISCAL CONSIDERATION**

As this is pass through monies, the cost of this assessment has been paid by the OTC developer.

Funds necessary for the property purchase will be from the City's Traffic Impact fee account.

**BOARD OR COMMITTEE RECOMMENDATION**

The Public Works Committee was previously apprised of this property acquisition and was in agreement with the City proceeding with the acquisition at this time.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute the Professional Services Contract with Aspect Consulting, in an amount not to exceed \$5,000.00.

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ASPECT CONSULTING**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Aspect Consulting, LLC., a corporation organized under the laws of the State of Washington (the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in conducting a Phase I Environmental Site Assessment and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed five-thousand dollars and zero cents ( \$5,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.

The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

4. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

5. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or

suits including attorneys fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **8. Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for

coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

E. Under this Agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

**9. Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

**10. City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

**11. Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

**12. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the

Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

**14. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

**15. Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:  
Aspect Consulting, LLC  
ATTN: Amy Tice  
401 Second Avenue South, Suite 201  
Seattle, Washington 98104

City of Gig Harbor  
ATTN: Steve Misiurak  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

**16. Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

**17. Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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



Exhibit A



December 7, 2015

Stephen Misiurak, City Engineer  
City of Gig Harbor Public Works Department  
3510 Grandview Street  
Gig Harbor, WA 98335

**Re: Proposal for Phase I Environmental Site Assessment**  
Olympic Drive NW intersection Improvements  
Aspect Project No. 150387P

Dear Mr. Misiurak:

Aspect Consulting, LLC (Aspect) is pleased to present this proposal to conduct a Phase I Environmental Site Assessment (ESA) for the property located at 5006 Point Fosdick Drive Northwest, in Gig Harbor, Washington (herein referred to as the Subject Property). The Subject Property is identified as Pierce County parcel number 0221173066.

Aspect understands that you are considering purchasing a portion of the property for intersection improvements at the intersection of Olympic Drive Northwest and Point Fosdick Drive Northwest. Our proposed technical approach, deliverable, and cost estimate to conduct a Phase I ESA for the Subject Property is presented below.

## **PROPOSED SCOPE OF SERVICES**

- The purpose of the Phase I ESA will be to provide updated information concerning the past land use and history of the Subject Property and immediately adjacent properties; assess current site conditions for the potential presence of hazardous materials; and analyze this information to identify recognized environmental conditions (RECs) associated with the Subject Property. The Phase I ESA will be performed pursuant to the process described in the American Society for Testing and Materials (ASTM) E-1527-13 guidelines.

### **Standard Phase I ESA**

This task includes the ASTM 1527-13 standard Phase I ESA for the Subject Property, which includes the following scope of work:

- Conduct a reconnaissance visit at the Subject Property to observe existing site conditions and activities at immediately adjacent properties.
- Interview the current owner(s) and/or other persons known to have knowledge of the Subject Property's history based on contact information provided by you.
- Review reasonably ascertainable and standard environmental record sources to identify RECs associated with the Subject Property.
- Assess the Subject Property's history through review of a combination of historic aerial photographs, maps, and municipal telephone directories.



- Contact government agencies, including local fire and health departments, to inquire about and review information in their records pertaining to the Subject Property, if available.

The Phase I ESA will not include chain of title reviews unless specifically requested.

## Reporting

This task includes preparation of a Phase I ESA Report, summarizing the results of the data research, site reconnaissance observations, interviews, and file review. The report will identify on- and off-site RECs for the Subject Property. The report will also provide recommendations regarding further evaluation of RECs identified for the Subject Property, if warranted. A draft report will be provided to you for review and comment. After receiving comments, if any, Aspect will finalize the report.

## QUALIFICATIONS

Aspect provides expertise that extends beyond property due diligence to include site assessment, remediation, and regulatory closure strategy. This breadth of experience means that we understand the context, methods, and costs to address potential RECs that might be identified in the Phase I process. An overview of our firm qualifications is attached to this proposal for consideration.

The team of professionals that will work with you to complete this work includes:

- **Doug Hillman, LHG, Principal Hydrogeologist**—Doug has nearly 30 years of environmental site assessment and remediation experience, all in Washington State. He is a trusted advisor to many environmental attorneys and real estate professionals and will serve as the principal-in-charge and project manager for this work, including acting as the lead point of contact with environmental agencies as needed.
- **Amy Tice, LG, Senior Staff Geologist**—Amy is the environmental due diligence specialist at Aspect. She will conduct the Phase I research, execute site reconnaissance, and use her experience to screen for the potential presence of RECs on the Subject Property.

## ESTIMATED COST AND CONTRACT TERMS

The estimated cost to complete the scope of services described above is \$5,000.

Aspect will provide one electronic copy of the report to you for your exclusive use. Aspect can produce hard copies of the report at an additional cost of \$100 per copy.

The scope of services above will be billed on a Lump Sum Basis. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. We will use a Contract Change Form to request your authorization for any changes to this scope of services. This cost proposal is valid for 90 days unless extended in writing by Aspect Consulting.

Aspect Consulting's services will be provided in accordance with the Terms and Conditions provided by the City of Gig Harbor. This proposal and the Terms and Conditions, together, constitute the Agreement between Aspect Consulting and City of Gig Harbor (Client). Your signature below represents acceptance of this Agreement, and provides written authorization to proceed. Please



return one signed copy of this Agreement to Aspect Consulting, and retain a signed copy for your records.

We look forward to assisting you with this project. Please contact either of the undersigned if you have any questions or need additional information.

Sincerely,

**Aspect consulting, LLC**

A handwritten signature in black ink, appearing to read "AT", is written above a horizontal line.

**Amy Tice, LG**  
Senior Staff Geologist  
atice@aspectconsulting.com

A handwritten signature in black ink, appearing to read "D Hillman", is written above a horizontal line.

**Doug L. Hillman, LHG**  
Principal Hydrogeologist  
dhillman@aspectconsulting.com

\_\_\_\_\_  
Client Representative

\_\_\_\_\_  
Date

**Attachments:**

- Qualifications—Aspect’s Phase I Due Diligence Expertise
- Schedule of Charges



**ATTACHMENTS**

Qualifications - Aspect's Phase I Due Diligence Expertise



**Aspect's** effectiveness as due diligence advisors results from an accurate interpretation of site conditions, environmental regulatory knowledge and realistic understanding of cleanup alternatives and costs. Aspect staff weave together experience in environmental due diligence, redevelopment and remediation, geotechnical analysis, and technical oversight to provide focused, practical advice to decision makers. We understand how early-stage information is used to define expectations for subsequent cleanup costs. We complete Phase I Environmental Site Assessments under the 'All Appropriate Inquiries' rule and the guidelines defined under ASTM 1527-13.



## PROJECT EXAMPLES

**Antioch University and Adjacent Property** – Phase I ESA at adjacent properties in downtown Seattle – Two recognized environmental conditions (RECs), 6,000 gallon UST and neighboring car wash

**Former Espresso Express and Adjacent Properties** – Phase I ESA on behalf of Roosevelt Development Group for properties in Seattle's Revenna neighborhood – Total of nine RECs revealed amongst six parcels

**Annex Property** – Phase I ESA for a commercial property in northeast Shoreline – Used as medical clinic until demolition in 2011 – Reviewed off-property environmental conditions that may impact property, specifically a gas station and shopping center

**Kitsap County Schools** – Multiple Phase I assessments at candidate school sites

**Jefferson County** – Phase I ESA for two properties located on the Dosewallips River totaling approximately 25 acres

**Port of Tacoma** – Multiple Phase I/II ESAs on prospective land purchases to support large-scale terminal expansion and transportation corridor improvements

**Seattle Public Utilities** – Phase I ESA for a residential property within the Cedar River Watershed and bordered by a former SPU timber property

**Port of Seattle** – On-Call Phase I/II ESA for airport related property acquisition under multiple multi-year, work order-based contracts

**Seattle City Light** – Phase I/II ESA on in-city properties under an on-call contract.

## OUR EXPERTS

### Doug Hillman, LHG

Doug has 28 years of experience working in the Puget Sound area and a strong reputation as an outcome-oriented project manager on environmental assessment projects. He is effective in screening past practices for possible environmental concerns, scoping focused testing programs to determine whether or not impacts are present, and then providing his clients with an understanding of the issues and discussing the cost/benefit of cleanup or further characterization. Doug takes a business-based approach that incorporates remediation costs, risk allocation, and cleanup timing into his projects.

### Amy Tice, LG

Amy Tice has 7 years of experience providing field planning and support for Aspect's environmental projects. She has efficiently and effectively conducted focused Phase I ESAs throughout Western Washington on a variety of commercial sites. She routinely completes Phase I site assessments in accordance with ASTM and client-specific standards.



**ATTACHMENTS**

Schedule of Charges

Exhibit B

Effective January 2015

**ASPECT CONSULTING, LLC  
SCHEDULE OF CHARGES**

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

**Personnel Charges – Engineers and Scientists**

Principal .....	\$201.00 to \$209.00/hour
Sr. Associate .....	\$188.00/hour
Associate .....	\$175.00/hour
Senior .....	\$151.00/hour
Sr. Project.....	\$141.00/hour
Project .....	\$129.00/hour
Sr. Staff.....	\$113.00/hour
Staff.....	\$99.00/hour
Construction Supervisor.....	\$101.00/hour
Technician.....	\$77.00/hour
Legal Testimony (4-hour minimum).....	\$300.00/hour

**Other Personnel and Disbursement Charges**

Sr. GIS/CAD Specialist .....	\$104.00/hour
GIS/CAD Specialist.....	\$94.00/hour
Sr. Technical Editor .....	\$100.00/hour
Project Assistant .....	\$76.00/hour
Four-wheel Drive Field Vehicle .....	\$110.00/day (w/up to 100 miles)
Mileage .....	federal gov't rate plus 15%
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Communications Charge (phones, fax, computer, in-house [B/W] reproduction, mailing).....	4% of total labor

**Oversize CAD/GIS Plots.....** \$2.00/Sq. Ft.

Other equipment rental and expenses will be provided on a per job basis.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Resolution No. 1020 – Fee Schedule Update

**Proposed Council Action:** Approve Resolution No. 1020

**Dept. Origin:** Planning

**Prepared by:** Lindsey Sehmel, Senior Planner

**For Agenda of:** December 14, 2015

**Exhibit:** Resolution  
PW Engineering Memo

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

Initial &  
Date

JB 12-2-15  
RW 12/2/15  
Email 12/1/15  
JP 12/2/15  
JK 12/2/15

<b>Expenditure Required</b>	\$0	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Annually, the Planning, Public Works, and Building/Fire Safety Departments review the current fee schedule to determine if the fees reflect the City's costs relating to the processing of applications, inspecting and reviewing plans, investigating hazardous conditions or preparing detailed statements pursuant to chapter 43.21C RCW.

All departments have identified updates needed due to an increase in City costs.

**SUMMARY OF PROPOSED FEE SCHEDULE UPDATES:**

1. Increasing land use permits \$20 per public notice required to account for increased publication and public notice board costs.
2. Clarifying that appellants that do not prevail on a Hearing Examiner reconsideration or whose appeal is dismissed due to lack of standing must pay the hearing examiner costs.
3. Adding fees for written zoning verification letters and appeals of notices of violation.
4. Updating copy services fees to reflect actual costs of reproducing documents.
5. Increasing certain Engineering permit fees to reflect the staff time spent and related costs for those permits.
6. Updating Clear, Grade, and Fill permit reviews and fees to reflect the staff time spent and related costs for those permits. These fees were last updated in 2011.
7. Updating code references in Table 1-7 Fire Code Operational and Construction Permit Fees
8. Adding a \$132.00 fee for new types of Fire Code required construction permits.



**FISCAL CONSIDERATION**

Any changes in revenue from this permit fees update will depend upon the amount of development activity and are intended to offset existing costs.

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee reviewed this fee schedule at their November 2, 2015 meeting.

**RECOMMENDATION/MOTION**

**Move to:** Approve Resolution No. 1020

**RESOLUTION NO. 1020**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING FEES FOR LAND USE APPLICATIONS AND PERMITS, BUILDING PERMIT FEES, ENGINEERING FEES; AND COPY SERVICE FEES; AND REPEALING RESOLUTION NO. 983 AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES.**

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**WHEREAS**, the City of Gig Harbor has established land use, engineering, building permit and other development review fees by Resolution; and

**WHEREAS**, the Gig Harbor City Council has requested that development services departments evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and

**WHEREAS**, the last update to the Land Use, Building Permit and Engineering fees was approved on December 8, 2014 in Resolution No. 983; and

**WHEREAS**, the revised fee schedule reflects the City's increased costs relating to the processing of applications, inspecting and reviewing plans, investigating hazardous conditions or preparing detailed statements pursuant to chapter 43.21C RCW; and

**WHEREAS**, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable service and application fees; NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1. The City Council hereby repeals Resolution No. 983 and adopts the Land Use, Engineering, Building Fee Schedule attached as Exhibit "A" and incorporated herein by this reference.

Section 2. Effective Date. This Resolution shall take effect on January 1, 2016.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Jill Guernsey, Mayor

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: \_\_\_\_\_  
Resolution No. \_\_\_\_

**Exhibit "A"**

**CITY OF GIG HARBOR  
LAND USE, ENGINEERING, BUILDING  
FEE SCHEDULE**

**A. LAND USE PERMIT APPLICATION FEES**

When a development proposal involves two or more permits listed in 3 through 14 below being consolidated and processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, building/fire fees, third party review fees and the fees listed in 1 and 2, and 15 through 24 below are not subject to the 50% reduction. The fees below are paid at submittal of application and include public notice fees; see section F for required deposits and fees incurred during the review process.

<b>1) Amendment to Comprehensive Plan</b>		
a) Map Amendment	<del>\$3,550.00</del>	<u>3,610.00</u>
b) Urban Growth Area Adjustment	<del>\$3,550.00</del>	<u>3,610.00</u>
c) Text Amendment	<del>\$3,550.00</del>	<u>3,610.00</u>
<b>2) Amendments to Municipal Code</b>		
a) Zoning District Boundary	<del>\$3,475.00</del>	<u>3,515.00</u>
b) Text	<del>\$3,550.00</del>	<u>3,590.00</u>
c) Height Restriction Area Amendment	<del>\$3,475.00</del>	<u>3,515.00</u>
<b>3) Conditional Use Permit</b>		
a) Single-family / Accessory Dwelling Unit	<del>\$900.00</del>	<u>940.00</u>
b) Nonresidential/Multiple-family in existing building	<del>\$1,450.00</del>	<u>1,490.00</u>
c) New Nonresidential / Multiple-family Dev.	<del>\$3,500.00</del>	<u>3,540.00</u>
*Above fees include \$130.00 for Building/Fire review		
<b>4) Variance/Interpretation</b>		
a) Single-family Variance	<del>\$875.00</del>	<u>915.00</u>
b) Non-Single-family Variance	<del>\$1,325.00</del>	<u>1,365.00</u>
c) Administrative Variance	<del>\$525.00</del>	<u>565.00</u>
d) Interpretation	<del>\$550.00</del>	<u>590.00</u>
*Above variance fees include \$98.00 for Building/Fire review		
<b>5) Site Plan Review and Landscape Plans</b>		
a) Major Site Plan Review		
New use or building – Combined Total	<del>\$ 4,760.00</del>	<u>4,800.00</u>
Planning	<del>\$ 3,400.00</del>	<u>3,440.00</u>
Building/Fire	<del>\$ 260.00</del>	
Engineering	<del>\$ 1,100.00</del>	
Existing/approved site plan modifications/expansions – Combined Total	<del>\$ 2,980.00</del>	<u>3,020.00</u>
Planning	<del>\$ 2,150.00</del>	<u>2,190.00</u>
Building/Fire	<del>\$ 130.00</del>	
Engineering	<del>\$ 700.00</del>	
Modification of conditions of approval – Combined Total	<del>\$ 1,830.00</del>	<u>1,870.00</u>
Planning	<del>\$ 1,250.00</del>	<u>1,290.00</u>
Building/Fire	<del>\$ 130.00</del>	
Engineering	<del>\$ 450.00</del>	

Regional stormwater ponds – Combined Total		\$ 1,700.00	<u>1,740.00</u>
Planning	\$ 1,250.00	<u>1,290.00</u>	
Engineering	\$ 450.00		
b) Minor Site Plan Review			
Change in use		\$ 100.00	
Changes to GFA/impervious surface – Combined Total		\$ 1,098.00	
Planning	\$ 550.00		
Building/Fire	\$ 98.00		
Engineering	\$ 450.00		
Changes to landscaping/common areas/vegetation retention areas/parking lot layout with no impervious surface change		\$ 550.00	
Demolition		\$ 100.00	
Changes to stormwater facilities – Combined Total		\$ 1,000.00	
Planning	\$ 550.00		
Engineering	\$ 450.00		
Changes to Conditions of Approval		\$ 550.00	
Rapid Charging Stations/ Food Trucks		\$ 100.00	
c) Alternative Landscape Plan		\$ 550.00	
<b>6) Planned Residential District (PRD)</b>			
(Exclusive of Subdivision fees)			
a) Preliminary PRD – Combined Total		<del>\$ 3,900.00</del>	<u>3,940.00</u>
Planning	<del>\$ 3,250.00</del>	<u>3,290.00</u>	
Building/Fire	\$ 325.00		
Engineering	\$ 325.00		
b) Final PRD		<del>\$ 4,100.00</del>	<u>1,120.00</u>
c) Major PRD Amendment – Combined Total		<del>\$ 4,930.00</del>	<u>1,970.00</u>
Planning	<del>\$ 4,100.00</del>	<u>1,140.00</u>	
Engineering	\$ 700.00		
Building/Fire	\$ 130.00		
d) Minor PRD Amendment – Combined Total		\$ 998.00	
Planning	\$ 550.00		
Building/Fire	\$ 98.00		
Engineering	\$ 350.00		
<b>7) Planned Unit Development (PUD)</b>			
(Exclusive of subdivision fees)			
a) Preliminary PUD – Combined Total		<del>\$ 3,900.00</del>	<u>3,940.00</u>
Planning	<del>\$ 3,250.00</del>	<u>3,290.00</u>	
Building/Fire	\$ 325.00		
Engineering	\$ 325.00		
b) Final PUD		<del>\$ 4,100.00</del>	<u>1,120.00</u>
c) Major PUD Amendment – Combined Total		<del>\$ 4,930.00</del>	<u>1,970.00</u>
Planning	<del>\$ 4,100.00</del>	<u>1,140.00</u>	
Building/Fire	\$ 130.00		
Engineering	\$ 700.00		
e) Minor PUD Amendment – Combined Total		\$ 998.00	
Planning	\$ 550.00		
Building/Fire	\$ 98.00		
Engineering	\$ 350.00		

<b>8) Performance Based Height Exception</b>		<del>\$1,423.00</del>	<u>1,463.00</u>
Planning	<del>\$1,325.00</del>	<u>1,365.00</u>	
Building/Fire	\$ 98.00		
<b>9) Transfer of Density Credit Request</b>		\$ 550.00	
<b>10) Subdivisions</b>			
a) Preliminary Plat – Combined Total		<del>\$ 5,875.00</del>	<u>5,915.00</u> + \$ 55.00/lot
Planning	<del>\$ 3,475.00</del>	<u>3,515.00</u>	+ \$ 55.00/lot
Engineering	\$ 2,075.00		
Building/Fire	\$ 325.00		
b) Minor Preliminary Plat Revisions – Combined Total		\$1,648.00	
Planning	\$ 1,100.00		
Building/Fire	\$ 98.00		
Engineering	\$ 450.00		
c) Final Plat – Combined Total		<del>\$ 2,875.00</del>	<u>2,915.00</u> + \$ 55.00/per lot
Planning	<del>\$ 1,250.00</del>	<u>1,290.00</u>	+ \$ 55.00/per lot
Engineering	\$ 1,625.00		
d) Plat Alterations/Vacations – Combined Total		<del>\$ 2,123.00</del>	<u>2,163.00</u>
Planning	<del>\$ 1,325.00</del>	<u>1,365.00</u>	
Building/Fire	\$ 98.00		
Engineering	\$ 700.00		
<b>11) Short Subdivisions and Boundary Line Adjustments</b>			
a) Preliminary Short Plat Approval – Combined Total		<del>\$ 2,060.00</del>	<u>2,100.00</u>
Planning	<del>\$ 1,250.00</del>	<u>1,290.00</u>	
Engineering	\$ 550.00		
Building/Fire	\$ 260.00		
b) Final Short Plat Approval – Combined Total		\$ 750.00	
Planning	\$ 550.00		
Engineering	\$ 200.00		
c) Boundary Line Adjustment – Combined Total		\$ 773.00	
Planning	\$ 550.00		
Engineering	\$ 125.00		
Building/Fire	\$ 98.00		
<b>12) Binding Site Plans</b>			
a) Binding Site Plans – Combined Total		<del>\$ 3,473.00</del>	<u>3,513.00</u>
Planning	<del>\$ 1,800.00</del>	<u>1,840.00</u>	
Engineering	\$ 1,575.00		
Building/Fire	\$ 98.00		
b) Amendment/Modification/Vacation – Combined Total		\$ 765.00	
Planning	\$ 700.00		
Building/Fire	\$ 65.00		
<b>13) Shoreline Management Permits</b>			
a) Substantial Development (based upon actual costs or fair market value, whichever is higher)			
< \$10,000		<del>\$ 1,325.00</del>	<u>1,365.00</u>
> \$10,000 < \$100,000		<del>\$ 2,400.00</del>	<u>2,440.00</u>
> \$100,000 < \$500,000		<del>\$ 3,475.00</del>	<u>3,515.00</u>
> \$500,000 < \$1,000,000		<del>\$ 5,650.00</del>	<u>5,690.00</u>
> \$1,000,000		<del>\$ 8,375.00</del>	<u>8,415.00</u>
b) Variance		<del>\$ 3,475.00</del>	<u>3,515.00</u>

c) Conditional Use	\$ <del>3,475.00</del> <u>3,515.00</u>
d) Revision	\$ 1,325.00
e) Request for Exemption	\$ 575.00

**14) Communications Facilities Application Review**

a) General Application Review – Combined Total	\$ 840.00
Planning	\$ 775.00
Building/Fire	\$ 65.00
b) Special Exception	\$ 550.00
c) Conditional Use	\$ <del>3,475.00</del> <u>3,515.00</u>

**15) Wetlands/Critical Areas Analysis**

a) City staff review:	
Steep Slopes/Erosion Hazard/Landslide Hazard	\$ 550.00
Critical Habitat/Streams	\$ 550.00
Aquifer Recharge Hydrogeologic Report	\$ 550.00
Critical Areas Preliminary Site Investigation	\$ 550.00
Critical Areas Report/Mitigation Review	\$ 550.00
Reasonable Use Permit	\$ <del>1,625.00</del> <u>1,665.00</u>
Variance	\$ <del>1,625.00</del> <u>1,665.00</u>
Flood Plain Development	
i) Flood Hazard Permit	\$ 100.00
ii) Elevation Certificate Review	\$ 450.00
b) Third Party review:	
Critical areas analysis report	Actual Cost
Critical areas mitigation/monitoring report	Actual Cost
Special flood hazard area habitat assessment	Actual Cost

**16) Design Review**

a) Administrative Approval/DRB Recommendation/Exceptions:	
Nonresidential and Multifamily	
Up to 10,000 sq. ft. gross floor area (GFA)	\$ <del>90.00</del> <u>92.00</u> /each 1,000 sq. ft.
10,001-20,000 sq. ft. GFA	\$ <del>145.00</del> <u>116.00</u> /each 1,000 sq. ft.
>20,000 sq. ft. GFA	\$ 143.00/each 1,000 sq. ft.
Subdivision	\$ 650.00
Site plans with no buildings/GFA	\$ 650.00
Single-family/duplex dwelling	\$ 150.00
b) Administrative Review of Alternative Designs:	
Single-family/duplex dwelling	\$ <del>425.00</del> <u>445.00</u> for first 2 alternatives requested + \$140.00 for each additional.
Tenant Improvement	\$ <del>700.00</del> <u>720.00</u> for first 2 alternatives requested + \$275.00 for each additional.
c) Amendments to existing or approved plans/buildings: (Fees below are cumulative based on the type of revisions)	
Minor Adjustment to Hearing Examiner Decisions	\$ <del>700.00</del> <u>720.00</u>
Revisions to parking, landscaping, site amenities	\$ 350.00*
Revisions to existing or approved building	25% of fees required by 16a above based on the GFA of the building being revised with a minimum of \$350.00 for each building revised

Revisions to single-family/duplex dwelling \$ 75.00  
Revisions to subdivision \$ 350.00

\* Fee for revisions to parking, landscaping, site amenities not collected if design review permit is processed concurrently with minor site plan review.

**17) Sign Permits**

a) All signs less than 25 sq. ft. \$ 45.00  
b) Change of Sign, all sizes \$ 45.00  
c) Request for Variance \$ 550.00  
d) Projecting \$ 75.00  
e) Wall Sign, non-illuminated:  
25-50 sq. ft. \$ 75.00  
51-99 sq. ft. \$ 100.00  
>100 sq. ft. \$ 120.00  
f) Wall Sign, illuminated:  
25-50 sq. ft. \$ 90.00  
51-99 sq. ft. \$ 110.00  
>100 sq. ft. \$ 130.00  
g) Ground Sign, non-illuminated:  
25-50 sq. ft. \$ 110.00  
51-100 sq. ft. \$ 130.00  
h) Ground Sign, illuminated:  
25-50 sq. ft. \$ 130.00  
51-100 sq. ft. \$ 155.00  
i) Master Sign Plan Review (per Building)  
1 - 5 Tenants \$ 110.00  
6 - 12 Tenants \$ 165.00  
13+ Tenants \$ 220.00

**18) Development Agreements**

a) Development Agreements – Combined Total \$ ~~4,800.00~~ 1,820.00+ City  
Attorney fees  
Planning \$ ~~4,300.00~~ 1,320.00+ City Attorney fees  
Engineering \$ 500.00

b) Development Agreements which include deviations from development standards other than extending the approval duration or phasing of projects  
Combined Total \$ ~~6,830.00~~ 6,890.00+ City  
Attorney fees  
Planning \$ ~~5,200.00~~ 5,260.00 + City Attorney fees  
Engineering \$ 1,500.00  
Building/Fire \$ 130.00

**19) Special Use Permit**

Planning \$ 55.00  
Building/Fire \$ 65.00

**20) Temporary Use Permit**

Planning \$ 55.00  
Building/Fire \$ 65.00

**21) Land Clearing Permit**

\$ 275.00



- 22) Nonconforming Use and Structure Review**
- a) Nonconforming use review \$ 700.00
  - b) Changes from one nonconforming use to another \$ ~~4,325.00~~ 1,365.00
  - c) Nonconforming structure review \$ 700.00

- 23) Historic Preservation**
- a) Local Register Nomination/Removal \$ 110.00
  - b) Certificate of Appropriateness/Waiver \$ 110.00
  - c) Special Property Tax Valuation \$ 110.00

- 24) Appeals/Reconsideration**
- a) To the Hearing Examiner:
    - Reconsideration \$ 165.00
    - Administrative Variance \$ 275.00
    - Administrative Decision \$ 275.00
    - Notice of Violation \$ 275.00

Note: Appellants who substantially prevail on appeal or reconsideration as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals or reconsideration.

- b) To the Building Code Advisory Board: \$ 550.00

**B. ENVIRONMENTAL REVIEW (SEPA)**

- 1) Checklist \$ ~~425.00~~ 445.00
- 2) Environmental Impact Statement
  - a) Prepared by Staff Actual Cost
  - b) Prepared by Consultant Actual Cost
- 3) Appeals of Decisions
  - a) Administrator's Final Determination (DNS or EIS) \$ 275.00

Note: Appellants who substantially prevail on appeal or reconsideration as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals or reconsideration.

**C. ANNEXATION PETITION**

- 1) Notice of Intent to Commence Annexation \$ 500.00
- 2) Annexation Petition (once accepted by Council)
  - a) Less than 10 acres \$ 1,295.00
  - b) 10 - 50 acres \$ 2,195.00
  - c) 50 - 100 acres \$ 3,195.00
  - d) 100 + acres \$ 5,195.00

\*Above fees include \$195.00 for Building/Fire and \$500 for Public Works review
- 3) Enumeration actual cost with deposit

**D. REQUESTS FOR INFORMATION**

- 1) Land-use information, verbal No Charge
- 2) Land-use information, written response requested related to active permit No Charge

3) Land-use information, written response requested not related to active permit (e.g. zoning verification letter) \$ 120.00

E. **STAFF PREAPPLICATION REVIEW** \$ 585.00  
(includes a written summary of the meeting)  
     Planning \$ 325.00  
     Building/Fire \$ 130.00  
     Public Works \$ 130.00

F. **INVOICED FEES AND DEPOSITS:**

- 1) **Additional Submittal Review Fees:** The costs above in section A include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter. The applicant shall pay \$800.00 prior to staff commencing review of each additional submittal.
- 2) **Recording Fees:** For those applications which require recording of the final document, the applicant shall bear the costs of all recording.
- 3) **Hearing Examiner Fees:** For those applications which require a public hearing, an appeal hearing, or a reconsideration decision, the applicant/appellant shall bear all the costs of the hearing examiner ~~for the public hearing~~. The applicant shall deposit \$1,000.00 at time of application to cover hearing examiner costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. In the case of appeals or reconsiderations, ~~the appellant shall only pay hearing examiner cost if the appellant does not prevail~~ appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No deposit is required for appeals or reconsideration.
- 4) **Attorney Fees:** For those applications for a development agreement, the applicant shall bear all the costs of the city attorney for review of the development agreement. The applicant shall deposit \$1,000.00 at time of application to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.
- 5) **Critical Area Review Deposit:** For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.
- 6) **Annexation Enumeration Deposit:** An applicant shall pay for the actual cost of annexation enumeration if approved. Prior to adoption of an ordinance annexing property, the applicant shall deposit an amount determined by the Planning Director, based on the size and expected population, to be used for enumeration by the city. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. If the annexation petition is denied, the deposit will be refunded.

G. **COPY SERVICES/ADDRESS LABELS**

1) Zoning Map/Comprehensive Plan	
Land Use Map (24" x 36")	\$ 6.80
2) Zoning Code	\$ <del>49.00</del> 35.00
3) Comprehensive Plan	\$ <del>35.00</del> 15.00
4) Shoreline Master Program	\$ <del>15.00</del> 39.00
5) Critical Areas Map (24"x 36")	\$ 6.80

6)	Visually Sensitive Area (24"x 36")	\$ 6.80
7)	Design Manual (GHMC 17.99)	\$ <del>22.00</del> <u>10.00</u>
8)	Full Size Bond Reproduction (By Outside Service)	Charge by outside service+\$ 5.00
9)	Full Size Bond Reproduction (In House)	\$ 6.80 per page
10)	8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W Copies No charge for first 50 pages	\$ 0.15 per page
11)	8-1/2" x 11", 8-1/2" x 14" & 11" x 17" Color Copies No charge for first 50 pages	\$ 0.20 per page
13)	Scanned documents for electronic records request 8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W No charge for first 50 pages	\$ 0.05 per page
14)	Scanned documents 8-1/2 x 11", 8-1/2" x 14" & 11" x 17" Color No charge for first 50 pages	\$ 0.10 per page
15)	Scanned documents All sizes greater than 11" x 17"	\$ 0.50 per page
16)	Copy of existing CD or burning documents to CD	\$ 1.00 per CD
17)	Address labels of property owners within 300 feet of project included in permit fees	

**H. FEE REIMBURSEMENTS**

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued	100%
Request to withdraw application after any public notice issued.	85%
Request to withdraw application after 1 <sup>st</sup> comprehensive review of project	50%
Request to withdraw application after 2 <sup>nd</sup> comprehensive review of project, issuance of staff report or SEPA threshold determination	35%
Request to withdraw application after 2 <sup>nd</sup> comprehensive review of project, or following a public hearing or issuance of administrative decision	0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

**I. UTILITY EXTENSION REQUEST** \$ 560.00

**J. ENGINEERING FEES**

**Traffic Report Preparation**

Traffic Report Preparation Fees shall be charged as follows based on the number of PM Peak Hour Trips:

<u>Tier</u>	<u>PM Peak Hour Trips</u>	<u>Traffic Report Preparation Fee</u>
I	>2 up to 50	\$ 1,815
II	51 - 150	\$ 3,025
III	151 - 300	\$ 6,050
IV	301 - 750	\$ 9,075
V	>750	\$ 9,075 plus \$25 per trip over 750

**Engineering Permit Fees:**

Public Works Variance	\$ <del>1,330.00</del> <u>2,000.00</u>
Public Works Variance – Building/Fire Review	\$ 98.00
Actual or Projected Sewer Use Review	\$ <del>1,330.00</del> <u>2,000.00</u>
Sewer Exception Review	\$ <del>750.00</del> <u>2,000.00</u>
Building Review-Single Family Residence (SFR)	\$ 98.00
Building Review-Tenant Improvement w/Change in use	\$ 180.00
Encroachment (Administrative and Inspection)	\$ 250.00
Encroachment (Temporary)	\$ <del>30.00</del> <u>50.00</u>
Right of way / Vacation – Public Works	\$ <del>2,000.00</del> <u>2,000.00</u>
Right of way / Vacation – Building/Fire	\$ 98.00
Water CRC (Non-SFR)	\$ 90.00
Sewer CRC (Non-SFR)	\$ 90.00
Transportation CRC (Non-SFR)	\$ 90.00
Comprehensive Plan Change (Utility Element)	\$ <del>1,330.00</del> <u>2,000.00</u> (plus consultant fees)
Utility System Consistency Review	\$ <del>1,330.00</del> <u>2,000.00</u> (plus consultant fees)
Planning - \$900	
Engineering - \$430 <u>1,100.00</u>	
Banner installation/removal fee	\$ 100.00
(in addition to Right of way (Temporary) fee)	
Fire Hydrant Indemnification Processing Fee	\$ 1,330.00
Fire Hydrant Indemnification Processing Fee – Building/Fire Review	\$ 98.00

**Engineering Plan Review Fees:**

Water: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Sewer: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Street or street w/curb, gutter and sidewalk	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Curb, gutter and sidewalk only	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Storm: Number of catch basins	\$ 120.00 for 1st + \$16.28 for each additional
Storm: Retention and detention facilities	\$ 165.00 for each facility
Lighting(per luminare)	\$ 135.00 plus \$10.85 per luminare

Signals \$ 555.00 per intersection  
 Encroachment Permit \$ ~~50.00~~ 75.00  
 Civil Permit Review – Building/Fire \$ 325.00

**Additional Resubmittal Review Fees:** The fees above for Engineering Plan Review include the initial review of the plans and two revisions (three submittals total). If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of four hours) for the time the staff reviewer spends reviewing each submittal thereafter, and the minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

**Engineering Construction Inspection Fees:**

Water: linear feet \$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf  
 Sewer: linear feet \$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf  
 Sewer: residential step system \$ 210.00 for each residence  
 Street \$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf  
 Curb, gutter and sidewalk only \$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf  
 Storm \$ 145.00 per retention area + \$0.60/lf pipe  
 Lighting (per luminaire) \$ 145.00 + \$16.48 per luminaire  
 Signals \$ 1,140.00 per intersection  
 Grease interceptor permit \$ 500.00

Clear, Fill, and Grading Plan Review Fees	
0 to 50 Cu. Yds	\$ <del>130.00</del>
51 to 100 Cu. Yds. or less	\$ <del>32.97</del> <u>240.00</u>
101 to 1000 Cu Yds.	\$ <del>50.98</del> <u>510.00</u>
1,001 to 10,000 Cu. Yds.	\$ <del>68.32</del> <u>760.00</u>
10,001 to 100,000 Cu. Yds.	\$68.32 for the first 10,000 plus \$34.16 each additional 10,000 or fraction thereof. <u>\$1,000.00</u>
100,001 to 200,000 Cu. Yds. or more	\$368.78 for the first 100K plus \$18.97 for each additional 10,000 or fraction thereof. <u>\$1,240.00</u>
200,001 Cu. Yds. or more	\$549.92 for the first 200,000 plus \$10.85 for each additional 10,000 or fraction thereof.
Clear, Fill, and Grading Permit Fees	
0 to 50 Cu. Yds. or less	\$ <del>201.00</del>
51 to 100 Cu. Yds. or less	\$ <del>50.98</del> <u>371.00</u>
101 to 1000 Cu. Yds.	\$50.98 for the first 100 Cu. Yds. plus \$24.95 for each additional 100 Cu. Yds or fraction thereof. <u>\$1,155.00</u>
1,001 to 10,000 Cu. Yds.	\$266.28 for the first 1,000 Cu. Yds. plus \$20.07 for each additional 1,000 Cu. Yds. or fraction thereof. <u>\$1,938.00</u>
10,001 to 100,000 Cu. Yds.	\$444.16 for the first 10,000 Cu. Yds. plus \$91.11 for each additional 10,000 Cu. Yds. or fraction thereof. <u>\$3,237.00</u>
100,001 Cu. Yds or more	\$1,257.10 for the first 100,000 Cu. Yds. plus \$50.98 for each additional 10,000 Cu. Yds. or fraction thereof. <u>\$9,162.00</u>

**K. BUILDING PERMIT FEES**

**Table 1-1  
Building Permit Fees**

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$96.00 for the first \$2,000.00 plus \$21.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$535.00 for the first \$25,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$880.00 for the first \$50,000.00 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,358.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,420.00 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,666.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$119.00
<b>Building Permit Plan Review Fees</b>	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
<b>Base Plan Fees</b>	
Base Plan Application Filing Fee.	\$55.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	25% of the plan review fee calculated under T 1-1 for new construction.

**Table 1-2**  
**Square Foot Construction Costs<sup>a,b,c</sup>**

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	189.23	183.14	178.89	171.53	159.52	158.67	166.11	147.80	142.49
	Theaters, without stage	174.54	168.46	164.20	156.86	144.83	144.00	151.44	133.11	127.80
A-2	Assembly, nightclubs	142.74	138.74	135.26	130.18	121.78	120.30	125.43	110.92	107.25
	Restaurants, bars, banq. halls	141.59	137.59	132.97	129.05	119.50	119.15	124.29	108.64	106.11
A-3	Assembly, churches	175.26	169.18	164.91	157.56	145.52	144.68	152.16	133.81	128.50
	General, comm.. halls, libraries museums	145.11	139.03	133.62	127.41	114.22	115.36	122.01	102.51	98.33
A-4	Assembly, arenas	141.59	137.59	132.50	129.05	119.50	119.15	124.29	108.64	106.11
B	Business	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
E	Educational	153.06	147.89	143.66	137.30	126.65	123.66	132.76	113.16	108.93
F-1	Factory/Industrial, mod. Hazard	88.39	84.34	79.30	76.89	66.44	67.58	73.76	56.66	53.83
F-2	Factory/Industrial, low hazard	87.26	83.19	79.30	75.76	66.44	66.44	72.62	56.66	52.69
H-1	High hazard, explosives	83.02	78.96	75.06	71.53	62.38	62.38	68.05	52.61	N.P.
H-2-4	High hazard	83.02	78.96	75.06	71.53	62.38	62.03	68.39	52.61	48.63
H-5	HPM	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
I-1	Institutional, supervised	143.92	138.99	135.25	129.76	119.05	139.99	125.83	109.42	105.08
I-2	Institutional, incapacitated	242.62	237.35	232.88	226.52	212.47	N.P.	221.57	200.06	N.P.
I-3	Institutional, restrained	165.57	160.29	155.83	149.47	137.22	135.44	144.51	124.81	118.62
I-4	Institutional, day care	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
M	Mercantile	106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
R-1	Residential, hotels	145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61
R-2	Residential, multi-family	145.36	139.42	134.95	128.36	115.80	115.71	123.92	104.23	99.04
R-3	Residential, 1/2 family	138.06	134.24	130.94	127.33	121.30	121.01	125.20	115.49	107.21
R-4	Residential, care/asst. living	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
S-1	Storage, moderate hazard	81.88	77.82	72.78	70.38	60.10	61.24	67.25	50.33	47.49
S-2	Storage, low hazard	80.73	76.68	72.78	69.25	60.10	60.10	66.11	50.33	46.35
U	Utility, miscellaneous	62.53	59.12	55.61	52.83	45.82	45.82	49.86	37.67	35.87

- a. Private garages use utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted



**Table 1-3  
Plumbing Permit Fees**

**Permit Issuance**

1. For issuing each permit \$28.00

**Unit Fee Schedule (in addition to items 1 above)**

- |   |          |
|---|----------|
| 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)          | \$10.00  |
| 2. For each building sewer and each trailer park sewer  | \$21.00  |
| 3. Rainwater Systems - per drain (inside building)  | \$10.00  |
| 4. For each private sewage disposal system  | \$55.00  |
| 5. For each water heater and/or vent  | \$10.00  |
| 6. For each gas-piping system of one to five outlets  | \$ 8.00  |
| 7. For each additional gas-piping system outlet (per outlet)  | \$ 3.00  |
| 8. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps | \$21.00  |
| 9. For each installation, alteration, or repair of water piping and/or water treating equipment, each   | \$10.00  |
| 10. For each repair or alteration of drainage or vent piping, each fixture  | \$10.00  |
| 11. For each private landscape irrigation system on any one meter including backflow protection devices therefore.                                      | \$ 10.00 |
| 12. For each atmospheric-type vacuum breakers not included in item 11:  | \$ 2.00  |
| 13. For each backflow protective device other than atmospheric-type vacuum breakers:  | \$20.00  |
| 14. For each gray water system  | \$55.00  |
| 15. For initial installation and testing for a reclaimed water system (excluding initial test)  | \$42.00  |
| 16. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas  | \$69.00  |
| 17. For each additional medical gas inlet(s)/outlet(s)  | \$ 8.00  |

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

**Table 1-4**  
**Mechanical and Fuel Gas Permit Fees**

**Permit Issuance**

1. For issuing each permit \$ 34.00

**Unit Fee Schedule (in addition to issuance fee above)**

2. HVAC units	\$ 22.00
3. Each appliance vent or diffuser without appliance	\$ 11.00
4. Repair of each appliance & refrigeration unit	\$ 19.00
5. Each boiler / compressor	\$ 22.00
6. Each air handler	\$ 16.00
7. Each VAV box	\$ 16.00
8. Each evaporative cooler other than portable type	\$ 16.00
9. Each ventilation fan connected to a single duct	\$ 11.00
10. Each ventilation system not part of a system under permit	\$ 16.00
11. Each hood served by mech. exhaust system including the ductwork	\$ 16.00
12. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	\$ 16.00
13. Each fuel gas piping system of one to five outlets	\$ 8.00
14. Each additional fuel gas outlet	\$ 3.00
15. Propane tank installation	\$ 66.00

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5  
Fire System Permit Fees**

<b>Type of Fire Protection System</b>	<b>Fees (includes plan review, testing, and inspection)</b>
<b>Fire Alarm Systems</b>	
New Com./Multi. Fam. (first 4 zones)	\$472.00 plus \$2.00 per device
Additional zones	\$ 60.00 ea. plus \$2.00 per device
Tenant Improvement	\$354.00 plus \$2.00 per device
Additional Zones	\$ 60.00 plus \$2.00 per device
Residential (1-2 fam. dwellings)	\$190.00 plus \$2.00 per device
Sprinkler supervision/notification only	\$201.00 plus \$2.00 per device
Relocation of existing devices	\$75.00 plus \$2.00 per device
System upgrade/panel replacement	One half the above listed fees for new work.
<b>Fire Sprinkler Systems</b>	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	\$ 207.00+4.00/head
2. Each wet riser over 99 heads	\$578.00
3. Each dry riser over 99 heads	\$718.00
4. Each new deluge or pre-action system	\$718.00
5. Each new combination sprinkler/standpipe system including a single riser	\$931.00
6. Sprinkler underground	\$149.00
7. Revision to existing system	\$66.00+3.00/head
8. For each electronic permit for installation/relocation of not more than 10 heads and not involving installation/modification of branch or main piping.	\$ 66.00
9. High piled stock or rack system	
Add to riser fee	\$371.00
NFPA 13D systems	
1. Per dwelling unit fee	\$298.00
<b>Standpipe Systems</b>	
1. Each new Class 1 system	
Dry system	\$286.00
Wet system	\$409.00
2. Each new Class 2 system	\$495.00
3. Each new Class 3 system	\$495.00
<b>Fire Pumps</b>	\$898.00
<b>Type I Hood Suppression Systems</b>	
1. Pre-engineered	\$234.00
2. Custom engineered	\$409.00
<b>Fixed Pipe Fire Suppression</b>	
1. Pre-engineered	\$248.00
2. Custom engineered	\$569.00

**Table 1-6  
Additional Services**

1.	Inspections outside of normal business hours	\$ 75.00/hr <sup>1</sup>
2.	Reinspection fee	\$ 75.00/hr
	Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 <sup>nd</sup> reinspection = \$150.00; 3 <sup>rd</sup> reinspection = 300.00 etc.)	
3.	Expired permit renewal within 1 year of expiration	One-half (50%) of the original permit fee.
4.	Inspections for which no fee is specifically indicated	\$ 75.00/hr
5.	Fire Code Operational Permit Inspection	\$ 75.00/hr
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$ 75.00/hr
7.	Temporary Certificate of Occupancy	\$ 236.00
8.	Certificate of Occupancy for change in use	\$ 75.00/hr
9.	Adult Family Home licensing inspection	\$ 75.00/hr
10.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	Incident management and investigation	\$ 75.00/hr <sup>1</sup>
13.	Fire flow test	\$130.00
14.	Appeal of directors decision to BCAB	\$130.00

<sup>1</sup> A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7  
Fire Code Operational and Construction Permit Fees**

<b>Operation</b>	<b>Fee</b>
Aerosol Products	\$ 66.00
Amusement Buildings	\$ 66.00
Aviation Facilities	\$130.00
Carnivals and fairs	\$ 66.00
Battery systems	\$130.00
Cellulose nitrate film	\$ 66.00
Combustible dust producing operations	\$ 66.00
Combustible fibers	\$ 66.00
<del>Exception: Permit not required for agricultural storage</del>	
Compressed gases	\$ 66.00
Exception: Vehicles using CG as a fuel for propulsion See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for: placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall; display of liquid or gas fired equipment in the mall; use of open flame or flame producing equipment in the mall.	\$ 66.00
Cryogenic fluids	\$ 66.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion or for refrigerating the lading. See IFC <u>Table. 105.6.4410</u> for permit amounts	
Dry cleaning plants	\$ 66.00
Exhibits and trade shows	\$ 66.00
Explosives	\$198.00
Fire hydrants and valves	\$ 66.00
Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids	\$132.00
In accordance with IFC 105.6.4716	
Floor finishing	\$ 66.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$ 66.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$ 66.00
Hazardous materials	\$ 66.00
See IFC T. 105.6.2420 for permit amounts	
HPM facilities	\$132.00
High piled storage	\$132.00
In excess of 500 sq. ft.	
Hot work operations	\$ 66.00
In accordance with IFC 105.6.2423	
Industrial ovens	\$ 66.00
Lumber yards and woodworking plants	\$ 66.00
Liquid or gas fueled vehicles or equipment In assembly buildings	\$ 66.00

**Table 1-7  
Fire Code Operational and Construction Permit Fees - cont.**

LP Gas	\$132.00
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	\$ 66.00
Miscellaneous combustible storage	\$ 66.00
In accordance with IFC 105.6.30 <u>29</u>	
Open burning	\$ 66.00
Exception: Recreational fires	
Open flames and torches	\$ 66.00
Open flames and candles	\$ 66.00
Organic coatings	\$ 66.00
Places of assembly	\$ 66.00
Private fire hydrants	\$ 66.00
Pyrotechnic special effects material	\$ 66.00
Pyroxylin plastics	\$ 66.00
Refrigeration equipment	\$ 66.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$ 66.00
Rooftop heliports	\$ 66.00
Spraying or dipping	\$ 66.00
Using materials regulated under IFC <del>Ch. 15</del> <u>Chapter 24</u>	
Storage of scrap tires and tire byproducts	\$ 66.00
Temporary membrane structures, tents and canopies	\$ 66.00
Except as provided in IFC 105.6.44 <u>43</u>	
Tire re-building plants	\$ 66.00
Waste handling	\$ 66.00
Wood products	\$ 66.00

**Required Construction Permits**

Automatic fire extinguishing systems	Ref. Table 1-5
Battery systems	\$132.00
Compressed gases except as provided under IFC 105.7.2 <u>3</u>	Ref. Table 1-3
Cryogenic fluids	\$132.00
Emergency responder radio coverage system	Ref. Table 1-1
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5 <u>8</u>	\$132.00
Hazardous materials	\$132.00
Industrial ovens regulated under IFC <del>Ch. 21</del> <u>Chapter 30</u>	\$132.00
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Solar photovoltaic power systems	Ref. Table 1-1
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$132.00
Standpipe system	Ref. Table 1-4

Temporary membrane structures tents and canopies  
Except as provided under IFC 105.7.4216


Included in Op.  
Permit Fee

Any required Fire Code Construction Permit for which a fee is not specifically delineated shall utilize Table 1-1 to calculate the required fee.



'THE MARITIME CITY'

**CITY OF GIG HARBOR  
OPERATIONS DIVISION  
MEMORANDUM**

**DATE:** October 30, 2015  
**TO:** Jennifer Kester  
**FROM:** Steve Misiurak, P.E.   
City Engineer  
**SUBJ:** Proposed Engineering Fee Increases

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Attached you will find the following Engineering Fee increases pertaining to the following subcategories:

Public Works Variance;  
Actual or Projected Sewer Use Review;  
Sewer Exception Review;  
Encroachment;  
Right of Way Vacation- Public Works;  
Comprehensive Plan Change (Utility Element)  
Utility System Consistency Review.

On average, the review time expensed on each of the above items, except for the Encroachment Review consumes a minimum of 40 hours of staff review time. When one computes the math of the combined weighted wage rate average of the staff personnel reviewing these items ranging from an Engineering Technician, Senior Engineer City Engineer, and Public Works Director of \$50/Hour, this computes out to \$2,000 for each of the above categories.

The temporary encroachment permit on average, including processing time, internal interdepartment review time, consumes an average one hour of staff time.



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These above fees are being increased to cover the increased staff time that has been incurred in the review of these applications. The review of the above categories typically involves multiple engineering staff members typically including the, Engineering Technician, Senior Engineer, City Engineer, and Public Works Director. Additionally it is not uncommon for the City to request additional information from the applicant in the review of the above item resulting in even more additional staff time. Many of the above fees have remain unchanged since 2007 and those that did change were only modest in scale.

The Engineering and Construction Inspection Fee schedule is currently under internal review by staff and a recommendation for an increased will be forthcoming at a future date from Engineering.

The Clear, Grade and Fill Engineering review and Permit fees have remained unchanged since 2011, when they were first enacted. The proposed revisions to these fees have been based on the City of Puyallup's current Clear, Grade and Fill fees. Puyallup's fee schedule was chosen as the template as their particular fee methodology and fee structure are similar to Gig Harbor's and the proposed rate increases are commensurate with the additional staff review and inspection requirements that have been imposed on the City by the ever increasing and more stringent Department of Ecology Stormwater rules and regulations.



Business of the City Council  
City of Gig Harbor, WA

**Subject:** 2016 Planning Commission Work Program

**Proposed Council Action:** Approve the Planning Commission 2016 work program as it aligns with the existing adopted budget for 2016.

**Dept. Origin:** Planning

**Prepared by:** Lindsey Sehmel  
Senior Planner

*LNS*

**For Agenda of:** December 14, 2015

**Exhibits:** Planning's Multi-year Long Range Work Program

Initial & Date

**Concurred by Mayor:**

*EG 12-9-15*

**Approved by City Administrator:**

*Ron W 12/9/15*

**Approved as to form by City Atty:**

*Via email, 12/9/15*

**Approved by Finance Director:**

*R 12/9/15*

**Approved by Department Head:**

*JK 12/9/15*

Expenditure	Amount	Appropriation	
Required 0	Budgeted 0	Required	0

**INFORMATION / BACKGROUND**

Attached for Council review is the 2016 Planning Department's long-range work program which includes the Planning Commission's 2016 work program.

In 2016, there are some topics that the Planning Commission must review due to State deadlines previously established or recent case law decisions:

**2016 Comprehensive Plan Amendments.** The Planning Department has four applications for Comprehensive Plan Amendments. These will be in front of City Council for initial docketing in January 2016.

**Low Impact Development Standards.** Planning Commission will be reviewing proposed changes to Titles 16 and 17 of the Gig Harbor Municipal Code. Amendments must be implemented by the end of 2016.

**Sign Code Amendments.** Planning Commission will be reviewing proposed changes to Chapter 17.80 of the Gig Harbor Municipal Code, ensuring compliance with the recent Reed vs. Town of Gilbert US Supreme Court Decision.

**Non-Motorized Transportation Plan.** Planning Commission will be reviewing a draft Non-Motorized Transportation Plan by mid-2016. The Engineering Department has the funding set aside and is currently in discussion with the Consultant regarding the project.

**COMMITTEE/COMMISSION RECOMMENDATIONS**

The Planning and Building Committee reviewed the work program and had no substantial comments.

The Planning Commission reviewed this work program at their Thursday, November 19<sup>th</sup> meeting and had no substantial comments.

**FISCAL CONSIDERATION**

None.

**RECOMMENDATION / MOTION**

Approve a Planning Commission 2016 work program as it aligns with the existing adopted budget for 2016.

Planning's Multi-year Long Range Work Program - Updated 12/09/2015

Priority	Text Amendment	Staff Assigned	Committee or Budget	When	Notes
<b>Projects Completed in 2015</b>					
	Area-Wide Rezone - City Owned Parcels	Lindsey	Full Council	2015	
	Gig Harbor 2030 - Full Package with Consistency Code Amendments	Lindsey	Full Council	2015	
	Permanent Ban on Marijuana Related Uses	Lindsey	Full Council	2015	
	Interim Solar - Height and Design Review Exemptions	Lindsey	Full Council	2015	
	Permanent Food Truck Ordinance	Lindsey	Full Council	2015	
	Housekeeping Amendments	Jennifer	Full Council	2015	
	Waterfront Millville - Private Code Amendment relating to Restaruants 2&3	Jennifer	Full Council	2015	
	Historic Register - Listing of 4 City owned properties	Lindsey	Full Council	2015	
	Performance Height Exemptions - Private Code Amendment	Jennifer	Full Council	2015	
<b>Planning Commission Review in late 2015</b>					
1	Cottage Housing Review	Lindsey	PBC/PC/Full Council	2015	PC review: Ongoing - Initated in September
<b>City Council Review in 2016</b>					
1	Comprehensive Plan Amendments - Private and Public	Lindsey	PBC/PC/Full Council	2016	2 City initiated and 2 private applications
2	Cottage Housing Allowance	Lindsey	PBC/PC/Full Council	2016	Early 2016 - Public Hearing & 1st Reading in March.
3	Sign Code Amendments	Lindsey/Diane	PBC/PC/Full Council	2016	Based upon recent US Supreme Court Ruling (Reed vs Town of Gilbert)
4	Harbor Element - Uses and Zone Boundaries	Lindsey	PBC/PC/Full Council	2016	Late 2016 for initial code amendment package
5	Telecommunications Code Amendments	Jennifer	PBC/Full Council	2016	Technical update required for co-location siting - Direct consideration by CC
6	Low Impact Development Implementation (NPDES Requirements)	Lindsey/Engineering	PBC/PC/Full Council	2016	Mid to late 2016 - Requires implementation by end of year.
7	Trees, Landscaping and Vegetation Code Amendments*	Lindsey/Jennifer	Full Council	2016	Based on DRB & PC's recommendation
8	Non Motorized Transportation Plan	Lindsey/Engineering	PWC/PBC/PC/Full Council	2016	Late 2016/Early 2017 for final adoption
<b>Planning Commission Review in 2016 and future</b>					
	Code amendments relating to Harbor Element (uses and zone boundaries)	Lindsey	PBC/PC/Full Council	2016/2017	Full PC Review after Sub-committee research
	Cottage Housing	Lindsey	PBC/PC/Full Council	2016	Subcommittee provided draft standards
	Comprehensive Plan Amendments - Private and Public	Lindsey	PBC/PC/Full Council	2016	2 City initiated and 2 private applications
Required	Low Impact Development Implementation (NPDES Requirements)	Lindsey and P.W. Staff	PBC/PC/Full Council	2016	Required to be effective by end of 2016
Recommendation	Mixed Use District Overlay Removal	Lindsey	Planning Comm.	2015	Signed Recommendation - October 1st - Requires Comp Plan Amendment
Based on Zoning Recommendation	Comp Plan Amendment - Map and Text - Removal of Mixed Use District	Lindsey	PBC/PC/Full Council	2016	
Required	Comprehensive Sign Code Amendments - Reed decision	Lindsey/Diane	PBC/PC/Full Council	2015-2016	Due to recent case law, amendments to sign code required.
Required	Non Motorized Transportation Plan	Lindsey/Emily	PBC/PC/Full Council	2016	Required Element of Comp Plan
Que	Economic Development Element Update - Annual Comp Plan Process	Lindsey	PBC/PC/Full Council		PC Requested work item - stems from 2015 Comp Plan update
Que	Parking Regulation Review	Planning Staff	Planning Comm.		Recommend holistic look at parking regs.
Que	Design and Height Standards for Industrial Uses	Planning Staff	Plng & Bldg		
Que	Residential Plat Layout and FARs for small lots	Jennifer	Planning Comm.		Based on DRBs recommendation and FARs for lots less than 7,200sf
Que	RB-2 Density Bonus Process	Planning Staff	Plng & Bldg		
<b>Ongoing Long Range Work Program of Planning Department</b>					
	Pierce County Joint Planning Agreement	Jennifer/Lindsey	PBC/Planning Comm.	2016	County is currently working on first draft
	Buildable Lands Reporting	Lindsey		2016	Annual reporting
	Puget Sound Regional Council - Regional Centers Framework Update Project	Lindsey		2015-2016	18 month analysis - Ongoing participation
	Puget Sound Regional Council - Regional Staff Committee	Lindsey		2016	Ongoing participation - Alternate for Other Cities of Pierce County
	Growth Management Coordinating Committee	Lindsey		2016	Ongoing participation
	Historic Preservation - CLG Coordinator	Lindsey	PBC/DRB/Full Council	2016	Ongoing participation
	FEMA Regulation Amendments	Pete		2016	Ongoing participation
	Coastal Training Program Washington Advisory Group	Pete		2016	Ongoing participation
	West Sound Local Integrating Organization	Pete		2016	Ongoing participation
<b>Cross Departmental Coordination with Public Works - Long Range</b>					
	PROS Plan Update	Lindsey	Parks Commission/City Council	2016	Consultant currently drafting
	NPDES LID Code Amendments	Lindsey	PWC/PBC/PC/Full Council	2016	Required update -
	Ancich Waterfront Park	Lindsey/Pete	Parks Commission/Full Council	2015/16	Ongoing support
	Harborview Drive Transportation Improvement Plan	Lindsey		2016	Review of existing document - recommendations for updates
	Non Motorized Transportation Plan	Lindsey		2016	Required Element of Comp Plan - Consultant beginning work late 2015

\* May be included with the Low Impact Development Code amendments



## Business of the City Council City of Gig Harbor, WA

**Subject:** Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Program (TIP) 2016-2021

**Proposed Council Action:**  
Approve the attached resolution adopting the 2016-2021 Six-Year Transportation Improvement Program (TIP)

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Emily Appleton, P.E.  
Senior Engineer

*EA 12.8.15*

**For Agenda of:** December 14, 2015

**Exhibits:** Resolution, Map, Six-Year TIP 2016-2021

Initial &  
Date

**Concurred by Mayor:**

*JB 12-9-15*

**Approved by City Administrator:**

*Ron W 12/9/15*

**Approved as to form by City Atty:**

*per email 12.8.15*

**Approved by Finance Director:**

*DR 12/9/15*

**Approved by Public Works Dir.:**

*POA 12/9/15*

**Approved by the City Engineer:**

*V 12.8.15*

<b>Expenditure Required</b>	\$0	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

RCW 35.77.010 requires that local agencies prepare and adopt a comprehensive transportation program for the ensuing six calendar years that is consistent with the agency's comprehensive plan. This is commonly referred to as the Six-Year Transportation Improvement Program (TIP) and is required to be submitted annually to the state secretary of transportation. The criteria for receiving state and federal transportation project funding require the receiving agency to have a current approved Six-Year TIP. While a TIP represents the anticipated projects over a six-year period, the project undertaken in any given year are subject to the budget deliberation process.

In 2014 and 2015, as part of the Comprehensive Plan update, the City completed a rigorous capacity analysis of the City's roadway system which evaluated the future levels of service at intersections and capacity on roadway segments. The analysis also included consideration of non-motorized improvements throughout the City. From this analysis, the short and long range project lists were updated in the Transportation Element of the Comprehensive Plan to address estimated future problem areas.

The conclusions from the Comprehensive Plan update analyses, the approved Six-Year TIP from 2015 and the approved 2015/2016 Budget serve as the basis for the attached 2016-2021 Six-Year TIP. The largest changes are due to projects that were added to the TIP because the Comprehensive Plan analysis indicated they would be necessary in the short-term forecast (estimated 6-10 year timeframe). The projects that were added include Hunt Street Crossing at SR16, Harborview Drive / Stinson Ave Intersection Improvements, Harborview Drive / Pioneer Way Improvements, and Hunt Street / 38<sup>th</sup> Avenue Intersection Improvements.

More routine changes include removing completed projects, shifting priorities to align with the updated short range project list, updating the funding and expenditures to match the 2015/16 adopted budget and minor shifting of the schedule to provide relatively balanced funding needs year to year.

**FISCAL CONSIDERATION**

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the budgeting process and discussed during future Transportation Impact Fee Schedule updates.

Depending upon the availability of funds and other considerations, at any time the Council may elect to fund more or fewer projects, and/or change project priorities.

**BOARD OR COMMITTEE RECOMMENDATION**

The proposed 2016-2021 Six-Year TIP was presented at the regularly scheduled Operations and Public Committee Meeting on December 14, 2015.

**RECOMMENDATION/MOTION**

**Move to:** Staff recommends Council approve the attached Resolution adopting the Six-Year Transportation Improvement program (2016-2021).

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.**

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**WHEREAS**, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

**WHEREAS**, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

**WHEREAS**, a public hearing was held on the said Six-Year Transportation Improvement Program on December 14, 2015, and

**WHEREAS**, the City SEPA responsible official made an amended determination of non-significance for the adoption or implementation of the Six-Year Transportation Improvement Program,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1. Program Adopted. The City of Gig Harbor City Council hereby approves and adopts the Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2016-2021 inclusive), a copy of which is attached hereto and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this 14<sup>th</sup> day of December, 2015.

APPROVED:

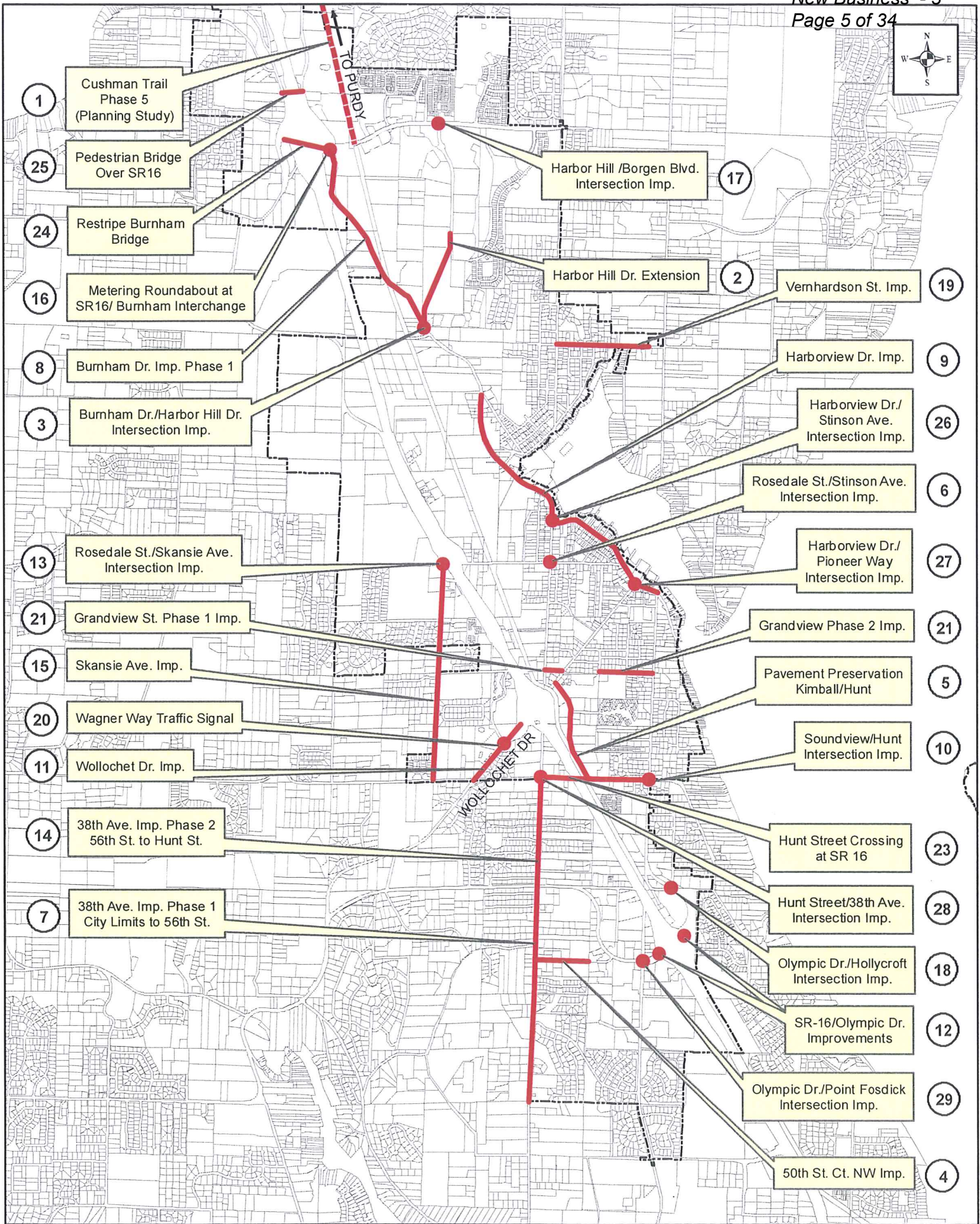
\_\_\_\_\_  
JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_





- 1 Cushman Trail Phase 5 (Planning Study)
- 25 Pedestrian Bridge Over SR16
- 24 Restripe Burnham Bridge
- 16 Metering Roundabout at SR16/ Burnham Interchange
- 8 Burnham Dr. Imp. Phase 1
- 3 Burnham Dr./Harbor Hill Dr. Intersection Imp.
- 13 Rosedale St./Skansie Ave. Intersection Imp.
- 21 Grandview St. Phase 1 Imp.
- 15 Skansie Ave. Imp.
- 20 Wagner Way Traffic Signal
- 11 Wollochet Dr. Imp.
- 14 38th Ave. Imp. Phase 2 56th St. to Hunt St.
- 7 38th Ave. Imp. Phase 1 City Limits to 56th St.
- 17 Harbor Hill /Borgen Blvd. Intersection Imp.
- 2 Harbor Hill Dr. Extension
- 19 Vernhardson St. Imp.
- 9 Harborview Dr. Imp.
- 26 Harborview Dr./ Stinson Ave. Intersection Imp.
- 6 Rosedale St./Stinson Ave. Intersection Imp.
- 27 Harborview Dr./ Pioneer Way Intersection Imp.
- 21 Grandview Phase 2 Imp.
- 5 Pavement Preservation Kimball/Hunt
- 10 Soundview/Hunt Intersection Imp.
- 23 Hunt Street Crossing at SR 16
- 28 Hunt Street/38th Ave. Intersection Imp.
- 18 Olympic Dr./Hollycroft Intersection Imp.
- 12 SR-16/Olympic Dr. Improvements
- 29 Olympic Dr./Point Fosdick Intersection Imp.
- 4 50th St. Ct. NW Imp.

**6-Year Transportation Improvement Program  
2016 - 2021**

**DRAFT**

**Six Year Transportation Improvement Program  
From 2016 to 2021**



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	00	Priority Number	1	B. STIP ID		Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	18	Utility Codes	Total Length	2,000 CE	Environmental Type	CE	RW Required	Yes
A. PIN/Project No.				G. Structure ID																
C. Project Title				GIG-6																
D. Road Name or Number				11WA(026)																
E. Begin & End Termini				Cushman Trail - Phase 5 (Planning Study)																
F. Project Description				Generally within TPU right-of-way																
				Borgen Bl to Purdy																
				Begin coordination of a Planning Study to consider route alternatives.																

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2016		0		0	0	10,000
Totals				0		0	0	10,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th	Totals
PE		10,000					10,000
Totals		10,000					10,000

**DRAFT**



**Six Year Transportation Improvement Program  
From 2016 to 2021**

Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	2	Harbor Hill Drive Extension Harbor Hill Drive Terminus to Burnham Drive Complete the extension of Harbor Hill Drive to Burnham Drive.	WA-05019	12/14/15	12/14/15			01	C G P S T W	0.500	DCE	Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2016		0				
P	RW	2016		0				
S	CN	2016		0	TIB	7,000,000	700,000	7,700,000
Totals				0		7,050,000	1,950,000	9,000,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
	3,500,000	4,200,000	4,200,000	0	0	0	0	0	0	0
PE	300,000	0	0	0	0	0	0	0	0	0
RW	500,000	0	0	0	0	0	0	0	0	0
CN	3,500,000	4,200,000	4,200,000	0	0	0	0	0	0	0
Totals	4,300,000	4,200,000	4,200,000	0	0	0	0	0	0	0

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## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number	3	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID WA-05021	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C G O P S T W	Total Length	Environmental Type	CE	RW Required	Yes
				Burnham Drive/Harbor Hill Dr Intersection Improvements Burnham Drive/Harbor Hill Drive to Improvements for intersection control at new intersection once Harbor Hill Drive is constructed through to Burnham Drive. Conceptual design is a modern roundabout but final configuration is undetermined.																

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2016		0		0	200,000	200,000
S	RW	2016		0		0	150,000	150,000
S	CN	2016		0	TIB	1,000,000	400,000	1,400,000
Totals				0		1,000,000	750,000	1,750,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
	200,000	150,000	600,000	800,000	0	0	0	0	0	0
PE	200,000	150,000	600,000	800,000	0	0	0	0	0	0
RW	150,000	600,000	800,000	0	0	0	0	0	0	0
CN	600,000	800,000	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>950,000</b>	<b>800,000</b>	<b>800,000</b>	<b>800,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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**Six Year Transportation Improvement Program  
From 2016 to 2021**

Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC

N Outside

Functional Class	19	Priority Number	4	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	968	Improvement Type	03	Utility Codes	G P S T W	Total Length	0.500 CE	Environmental Type	CE	RW Required	No
				50th St Ct NW Improvements Phase 2 50th St Ct NW west of Olympic Drive to 38th Street Construct new 2-lane roadway with curb, gutter and sidewalks on one or both sides along with street illumination, on-street parking and associated storm water and/or LID improvements.																		

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE			0		0		0
P	CN			0		500,000		700,000
Totals				0		500,000	400,000	900,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
	125,000	0	700,000	0	0	0	0	0	0	0
PE										
CN	0		700,000							
Totals	125,000	0	700,000	0	0	0	0	0	0	0

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	00	Priority Number	5	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID WA-06769	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	05	Utility Codes	Total Length	Environmental Type	RW Required	No
				Pavement Preservation Program  to City-wide program for roadway pavement preservation. 2015/16: Kimball Drive/Hunt Street between Pioneer Way and Soundview Drive Other years are programmatic and represent average fund allocation (\$230k @ \$30k PE and \$200k CN) Future year's projects will be defined during the City budgeting process													

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	S	PE	2016		0	0		0	50,000	50,000
	S	CN	2016	STP	331,000			0	69,000	400,000
Totals					331,000			0	119,000	450,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	60,000	0	60,000	0
CN	400,000	0	400,000	0	400,000
<b>Totals</b>	<b>400,000</b>	<b>60,000</b>	<b>400,000</b>	<b>60,000</b>	<b>400,000</b>

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## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC

N Outside

Functional Class	17	Priority Number	6	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID WA-05017 H. Hearing 12/14/15 I. Adopted 12/14/15 J. Amendment  K. Resolution No.	Improvement Type	03	Utility Codes	C P S T	Total Length	Environmental Type	CE	RW Required	No
				Rosedale and Stinson Intersection Improvements Rosedale Drive and Stinson Ave. to Construct left turn pocket on south leg Stinson for left turns onto WB Rosedale. Construct right-turn only lane on north leg of Stinson to WB Rosedale. Or consider roundabout.									

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	0	200,000
P	RW	2017		0		0	0	100,000
P	CN	2018		0		0	0	350,000
Totals				0		0	0	650,000

Expenditure Schedule Phase	Funding Schedule				
	1st	2nd	3rd	4th	5th & 6th
PE	150,000	50,000	0	0	0
RW	0	100,000	0	0	0
CN	0	0	350,000	0	0
<b>Totals</b>	<b>150,000</b>	<b>150,000</b>	<b>350,000</b>	<b>0</b>	<b>0</b>

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## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number	7	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-05018	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C G O P S T W	Total Length	1,000 CE	Environmental Type	No	RW Required	No
				38th Ave Improvements Phase 1 38th Avenue City Limits to 56th Street Complete design and construction of 2/3-lane section with turn pockets, bicycle lanes, curbs and gutters on one or both sides as necessary, landscaped planter strips or swales, sidewalk, storm sewer improvements, provisions for future lighting.																	

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			0		450,000		450,000
P	CN		STP	2,500,000		2,500,000		2,500,000
Totals				2,500,000		2,950,000	1,550,000	7,000,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
	0	75,000	0	75,000	500,000	500,000	425,000	425,000	0	6,000,000
PE	0	75,000	0	75,000	500,000	500,000	425,000	425,000	0	6,000,000
CN	0	0	0	0	0	0	0	0	0	6,000,000
Totals	0	75,000	0	75,000	500,000	500,000	425,000	425,000	0	6,000,000



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## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside                      N Outside

Functional Class	17	Priority Number	8	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID WA-05020	Hearing 12/14/15	Adopted 12/14/15	Amendment	Resolution No.	Improvement Type 03	Utility Codes C G O P S T	Total Length 1,000 CE	Environmental Type	RW Required Yes
				Burnham Drive Phase 1 Burnham Drive Harbor Hill Dr Extension to SR-16 Interchange Reconstruction, including minor widening, turn lanes, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips and lighting.										

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE		2018	STP(U)	400,000	TIB	335,000	400,000	1,135,000
	RW		2021		0		0	500,000	500,000
				Totals	400,000		335,000	900,000	1,635,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE		0	35,000		600,000	500,000
RW		0	0	0	0	500,000
Totals		0	35,000		600,000	1,000,000

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**Six Year Transportation Improvement Program  
From 2016 to 2021**



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description  Harborview Drive Improvements  Soundview Drive to Burnham Drive  On-going, phased project to implement upgrades primarily related to pedestrians. May include widened or new sidewalks, landscaping, stormwater improvements (including LID as possible), pedestrian and/or roadway illumination, roadway crossing treatments and considerations for bicycles. Some phases may include roadway resurfacing.	B. STIP ID  G. Structure ID WA-08726	Hearing	12/14/15	Adopted	12/14/15	Amendment		Resolution No.		Improvement Type	28	Utility Codes		Total Length	2.000 DCE	Environmental Type		RW Required	No
Priority Number	9																				

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	PE		2019		0		0	100,000	100,000
	P	CN		2020		0		0	320,000	320,000
					Totals	0		0	420,000	420,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE		0	0	0	100,000	0
CN		0	0	0	0	320,000
Totals		0	0	0	100,000	320,000

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**Six Year Transportation Improvement Program  
From 2016 to 2021**



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number	10	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID WA-05022	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C P T	Total Length	Environmental Type	CE	RW Required	Yes
				Soundview and Hunt Intersection Improvement Soundview Drive and Hunt Street to Construct new traffic signal at the intersection with associated left turn pockets. Requires coordination with Pierce County for east leg transition to match existing.																

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0		0		0
P	CN	2018		0		0		0
Totals				0		0		0

Expenditure Schedule Phase	1st			2nd			3rd			4th			5th & 6th		
	0	0	0	30,000	0	0	120,000	0	0	0	0	500,000	0	0	
PE	0	0	0	30,000	0	0	120,000	0	0	0	0	500,000	0	0	
CN	0	0	0	0	0	0	200,000	0	0	0	0	500,000	0	0	
Totals	0	0	0	30,000	0	0	320,000	0	0	0	0	500,000	0	0	

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## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	16	Priority Number	11	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID WA-05023	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C G P S T W	Total Length	0.100 CE	Environmental Type	CE	RW Required	Yes
				Wollochet Drive Improvements Wollochet Drive Hunt Street to 500 if east of Hunt Street Widen roadway to provide for 11 foot lanes, bicycle lanes, sidewalks, landscaping and illumination on at least one side of the roadway.																	

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
		P	PE	2019		0		0	120,000	120,000
		P	CN	2019	STP	500,000		0	200,000	700,000
				Totals		500,000		0	320,000	820,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE	0	0	60,000			60,000
CN	0	0	0			700,000
Totals	0	0	60,000			760,000

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## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	14	Priority Number	12	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID WA-05025	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	Total Length	Environmental Type	CE	RW Required	Yes
				SR 16/Olympic Drive Intersection Improvements  to At westbound on-ramp, convert one existing through-lane on west approach to shared through-left turn lane. Adjust signal phasing as appropriate. Widen on-ramp as required by WSDOT. Consider other improvements as required. At eastbound on-ramp, intersection improvements to improve level of service.															

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE		2018		0	0		0	200,000	200,000
P	CN		2017		0	0	OTHER	800,000	400,000	1,200,000
Totals					0	0		800,000	600,000	1,400,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE	0	0	200,000	0	0	0
CN	0	0	0	1,200,000	0	0
Totals	0	0	200,000	1,200,000	0	0

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

N Outside

Y Inside

Functional Class	17	Priority Number	13	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID WA-05026	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C G O P S T W	Total Length	CE	Environmental Type	No	RW Required
				Rosedale St NW/Skansie Ave Intersection Improvements Rosedale St NW/Skansie Ave. to Widen to provide left-turn lane on east approach. Or design and construct a roundabout.															

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			2020		0		0	60,000	60,000
P	CN			2021		0		0	300,000	300,000
				Totals		0		0	360,000	360,000

Expenditure Schedule		1st		2nd		3rd		4th		5th & 6th	
Phase											
PE		0	0	0	0	0	0	0	0	60,000	60,000
CN		0	0	0	0	0	0	0	0	300,000	300,000
Totals		0	0	0	0	0	0	0	0	360,000	360,000

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number	14	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-05027	Hearing	12/14/15	Adopted	12/14/15	Amendment	968	Resolution No.	03	Improvement Type	CGOPS TW	Utility Codes	0.500	Total Length	CE	Environmental Type	No	RW Required
				38th Ave Improvements Phase II 38th Avenue 56th Street to Hunt Street Complete design and construction of a 2/3-lane section with left turn pockets, bicycle lanes, curbs and gutters as necessary, landscaped planter strip or swale and sidewalk on at least one side of the roadway, storm sewer improvements.																		

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P		2020		0		430,000	370,000	800,000
Totals				0		430,000	370,000	800,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th
PE		0	0	0	0	400,000
Totals		0	0	0	0	400,000

**DRAFT**

**Six Year Transportation Improvement Program  
From 2016 to 2021**



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number	15	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID WA-05028	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C P T	Total Length	1,000 CE	Environmental Type		RW Required	No
				Skansie Avenue Improvements Skansie Avenue Rosedale Street to Hunt Street Minor widening to provide curb and gutter as necessary, landscaped planter strip/swale, storm sewer improvements, bicycle lane and sidewalks on both sides of street. Include provisions for future lighting project as budget allows.																	

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			2020		0		0	800,000	800,000
Totals						0		0	800,000	800,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	430,000	430,000
PE		0	0	0	430,000	430,000
Totals		0	0	0	430,000	430,000



DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	16	Priority Number	16	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	44	Improvement Type	44	Utility Codes	Total Length	Environmental Type	CE	RW Required	No
				Metering Roundabout at SR16/Burnham Interchange Burnham Drive to Install metering at the westbound approach (Burnham bridge) of the roundabout located at westbound SR16/Burnham Interchange.																

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018			0		0	85,000	85,000
P	CN	2018			0		0	300,000	300,000
				Totals	0		0	385,000	385,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE	0	0	75,000	0	0	0
CN	0	0	300,000	0	0	0
Totals	0	0	375,000	0	0	0

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number	17	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description Harbor Hill and Borgen Intersection Improvements Harbor Hill Dr and Borgen Blvd to Construct right-turn slip lane from EB Borgen Blvd to SB Harbor Hill Drive. Construct right-turn slip lane from NB Harbor Hill Drive to EB Borgen Blvd. Developer funded.	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	03	Improvement Type	P S W	Total Length	CE	Environmental Type	No	RW Required
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Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			0		0	0	70,000
P	CN			0		0	0	600,000
			Totals	0		0	0	670,000

Expenditure Schedule Phase	Fiscal Year				
	1st	2nd	3rd	4th	5th & 6th
PE	0	70,000	0	0	0
CN	0	0	600,000	0	0
Totals	0	70,000	600,000	0	0

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside                      N Outside

Functional Class	14	Priority Number	18	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID WA-05030	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C P T	Total Length	Environmental Type	CE	RW Required	No
				Olympic/Hollycroft Intersection Improvements Olympic Drive and Hollycroft to Convert existing 2-way traffic on spur street that connects Olympic to Hollycroft in the SE quadrant of the intersection to one-way NB. Angled parking to be added to spur to support the park to the SE of the spur.															

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
		P	PE	2019		0		0	5,000	5,000
		P	CN	2020		0		0	25,000	25,000
Totals						0		0	30,000	30,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE		0	0	0	5,000	0
CN		0	0	0	0	25,000
Totals		0	0	0	5,000	25,000

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC  
 Y Inside  
 N Outside

Functional Class	17	Priority Number	19	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID WA-05031	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	05	Utility Codes	C P S T W	Total Length	0.340 CE	Environmental Type	No	RW Required	No
				Vernhardson Street Improvements Vernhardson Street Peacock Hill Avenue to City Limits Pavement restoration and/or overlay, storm sewer, curbs, gutters and sidewalk(s) bicycle lanes. Possible to phase project into two sections, one between Peacock Hill Ave and N. Harborview Drive and the other between N. Harborview Drive and City Limits.																

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE		2020		0	0	100,000	100,000		100,000
P	CN		2021		0	0	400,000	400,000		400,000
Totals					0	0	500,000	500,000		500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
CN	0	0	0	0	400,000
Totals	0	0	0	0	500,000



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## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

N Outside

Functional Class	17	Priority Number	21	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description Grandview Phase 2 Improvements Grandview Street Soundview Drive to McDonald Avenue Road (including sidewalk), storm water and lighting improvements.	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C G O P S T W	Total Length	0.100 CE	Environmental Type	No	RW Required	No
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Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	0	250,000
Totals				0		0	0	250,000

Expenditure Schedule Phase	Phase Start Year (YYYY)				
	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	50,000	200,000
Totals	0	0	0	50,000	200,000

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC

N Outside

Functional Class	17	Priority Number	22	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-05037	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C G O P S T W	Total Length	0.100 CE	Environmental Type	No	RW Required	No
				Grandview Phase 1 Improvements Grandview Street Stinson Avenue to Pioneer Way Road (including sidewalks), stormwater and lighting improvements.																	

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	PE	2020			0		0	125,000	125,000
Totals					0		0	125,000	125,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	PE	0	0	0	0	125,000
Totals		0	0	0	0	125,000

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number	23	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description  Hunt Street Crossing at SR16 Hunt Street 38th Avenue to Kimball Drive  Design and construct a crossing for Hunt Street at SR16 with no SR16 access. This project may be considered as part of the larger SR16 Congestion Relief Study funded by the State Legislature in June 2015	B. STIP ID  G. Structure ID WA-08731	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	08	Utility Codes	C G P T	Total Length	0.500 DCE	Environmental Type	DCE	RW Required	Yes
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Funding		Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	Phase	2018	Discretionary	300,000	OTHER	300,000	400,000	1,000,000
P	PE		Totals	300,000		300,000	400,000	1,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	50,000	1,150,000
Totals	0	0	0	50,000	1,150,000



DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	16	Priority Number	24	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID WA-05040	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	44	Improvement Type	44	Utility Codes	0.250 CE	Total Length	0.250 CE	Environmental Type	No	RW Required	No
Restripe Burnham Bridge to 4 Lanes Burnham Drive SR16 E/B Off-Ramp to SR16 W/B Off-Ramp Restripe Burnham Drive bridge between the roundabouts so there are 4 through lanes (2 in each direction).																					

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020			0		0	95,000	95,000
P	CN	2021			0		0	305,000	305,000
		Totals			0		0	400,000	400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	95,000
CN	0	0	0	0	305,000
Totals	0	0	0	0	400,000

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	00	Priority Number	25	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID W/A-05041	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	08	Utility Codes	Total Length	0.100 CE	Environmental Type	CE	RW Required	Yes
				Pedestrian Bridge Over SR16 None to Pedestrian bridge over SR16 in the vicinity of the Burnham Drive Interchange. This project is in conjunction with restriping the Burnham Drive bridge to 4 lanes.																

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			2020		0		0	600,000	600,000
P	RW			2021		0		0	150,000	150,000
Totals						0		0	750,000	750,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	600,000
RW	0	0	0	0	150,000
Totals	0	0	0	0	750,000



DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	16	Priority Number	27	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-08728	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	28	Improvement Type	C G O P S T W	Total Length	DCE	Environmental Type	No	RW Required
				Harborview Drive / Pioneer Way Improvements to Intersection improvements to increase non-motorized user safety.															

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			0		0	0	20,000
P	CN			0		0	0	80,000
Totals				0	0	0	0	100,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
PE	0	0	0	0	0	0	20,000	0	0	0
CN	0	0	0	0	0	0	0	80,000	0	0
Totals	0	0	0	0	0	0	20,000	80,000	0	0

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number	28	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID WA-08729	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C G P S T W	Total Length	Environmental Type	RW Required	No
				Hunt Street / 38th Avenue Improvements to Design and construct intersection improvements. Currently planned as a roundabout.															

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020			0		0	250,000	250,000
P	CN	2021			0	TIB	800,000	400,000	1,200,000
				<b>Totals</b>	<b>0</b>		<b>800,000</b>	<b>650,000</b>	<b>1,450,000</b>

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE	0	0	0	0	0	250,000
CN	0	0	0	0	0	500,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>750,000</b>

DRAFT

## Six Year Transportation Improvement Program From 2016 to 2021



Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	14	Priority Number	29	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID WA-08730	Hearing	12/14/15	Adopted	12/14/15	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C G P T W	Total Length	CE	Environmental Type	Yes	RW Required
				Olympic Drive / Point Fosdick Drive Intersection Improvements to Design and construct a right turn lane for eastbound vehicles.																

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	S	PE	2016		0	0		0	60,000	60,000
	S	RW	2016		0	0		0	30,000	30,000
	S	CN	2016		0	0		0	310,000	310,000
		Totals			0	0		0	400,000	400,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	PE	60,000	0	0	0	0
	RW	30,000	0	0	0	0
	CN	310,000	0	0	0	0
Totals		400,000	0	0	0	0

	Federal Funds	Local Funds	Total Funds
Grand Totals for Gig Harbor	4,362,000	14,165,000	16,068,000
			34,595,000



Business of the City Council
City of Gig Harbor, WA

Subject: Harbor Hill Drive Extension –
Ratification of Transportation Improvement
Board (TIB) Grant Agreement.

Proposed Council Action: Authorize the
Mayor to sign the Grant Agreement between
the City of Gig Harbor and the Transportation
Improvement Board in the amount of
\$8,000,000.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer

For Agenda of: December 14, 2015

Exhibits: Project Funding Status Form
Grant Distribution Agreement

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by PW Director:

Approved by City Engineer:

Initial & Date

Handwritten initials and dates for Mayor, City Administrator, City Atty, Finance Director, PW Director, and City Engineer.

Table with 4 columns: Expenditure Required (\$3.5 Million), Amount Budgeted (\$750,000), Appropriation Required, and \$0.

INFORMATION / BACKGROUND

Through a competitive grant application process, the City in August of this year submitted a grant application request to the Washington State Transportation Improvement Board (TIB). TIB in the fall of this year, through an internal peer review grading and ranking process, ranked this project to be grant funded in the full amount of \$8,000,000, and at their November 20, 2015 Board meeting formally selected this project for the grant award.

The City was one of 34 other projects selected statewide for funding in the growth and mobility category and this grant award is the largest amount of the Statewide grant awards overall in all categories.

FISCAL CONSIDERATION

The current cost estimate for this project including permitting, design, property acquisition and construction is estimated to be \$11.5M. This grant will be utilized towards the construction portion of this project, with the remaining matching funds originating from the City's local dollars.

As this project construction will occur over multiple years, the earliest start of construction is projected to be fall of 2016. The City has sufficient funds to provide the necessary local match through the use of the City's traffic impact fees, utility enterprise monies, and Hospital Benefit Zone monies and will be allocated during the biannual budget process and procedures.

BOARD OR COMMITTEE RECOMMENDATION

None.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to sign the Grant Agreement between the City of Gig Harbor and the Transportation Improvement Board in the amount of \$8,000,000.00





City of Gig Harbor  
8-1-127(007)-1  
Harbor Hill Drive  
Burnham Drive to Sentinel Drive

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Gig Harbor  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Harbor Hill Drive, Burnham Drive to Sentinel Drive (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Gig Harbor, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$8,000,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



Transportation Improvement Board  
**Project Funding Status Form**

Agency: **GIG HARBOR**  
Project Name: Harbor Hill Drive  
Burnham Drive to Sentinel Drive

TIB Project Number: **8-1-127(007)-1**

Verify the information below and revise if necessary.

Return to:  
Transportation Improvement Board  
PO Box 40901  
Olympia, WA 98504-0901

**PROJECT SCHEDULE**

	Target Dates
Construction Approval Date	5/31/2016
Contract Bid Award	7/25/2016
Contract Completion	7/31/2018

**PROJECT FUNDING PARTNERS**

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GIG HARBOR	3,475,000	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>3,475,000</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** SmartGov SaaS (software as a service Cloud based application upgrade/acquisition

**Proposed Council Action:**  
Authorize the Mayor to execute the Contract for Paladin SmartGov.

**Dept. Origin:** Information Technology

**Prepared by:** Kay Johnson

**For Agenda of:** December 14, 2015

**Exhibit:** Copy of SmartGov Contract

	Initial & Date
<b>Concurred by Mayor:</b>	JG 12-2-15
<b>Approved by City Administrator:</b>	RW 12/2/15
<b>Approved as to form by City Atty:</b>	approved by council 11.24.15
<b>Approved by Finance Director:</b>	JR 12/2/15
<b>Approved by Department Head:</b>	[Signature] 12.2.15

<b>Expenditure Required</b>	\$52,000	<b>Amount Budgeted</b>	\$38,000	<b>Appropriation Required</b>	\$ 0
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**INFORMATION/BACKGROUND**

Currently we use Paladin "Interlocking" for our on-premise solution for permitting services and processing. We also host, through SS911, a "permit portal" which allows the public to apply and pay for permits online. We have used this application beyond the support period and consequently it has caused a need to maintain outdated software in order to continue run it. The City of Gig Harbor is now ready for the cloud-based upgrade to SmartGov for permitting services. This will also enable the city to get rid of hosting charge of \$200 per month saving \$2400 per year as the "permit portal" is now built into the SmartGov application online. This critical application will improve processes and efficiencies within the City's development review group.

**FISCAL CONSIDERATION**

Divided between multiple funds from Building, Public Works, and Planning. Sufficient funds exist to cover the cost.

**BOARD OR COMMITTEE RECOMMENDATION**

The Technical Committee reviewed this contract at the Thursday, November 19<sup>th</sup> meeting and recommended approval.

**RECOMMENDATION/MOTION**

Authorize the Mayor to approve and execute the contract for Paladin SmartGov



**Sales Order**

Paladin Data Systems Corporation  
19362 Powder Hill Place NE  
Poulsbo, WA 98370-8720  
Tel: 360-779-2400 1-800-532-8448  
Fax: 360-779-2600

Date: November 16, 2015  
Order: 1622  
Ordered by: Jeff Pavey  
Required Date: December 16, 2015

To: City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335

Telephone: 253-853-7623  
Fax:  
Contact Person: Kay Johnson, IT Director  
Email: johnsonk@cityofgigharbor.net

**Purpose of this Sales Order:**

City of Gig Harbor, WA, is purchasing a subscription for SMARTGov® Software as a Service (SaaS) which comprises the following core modules: permitting, planning, code enforcement, inspections, licensing, recurring inspections, cashiering, public portal, and GIS mapping. This includes the modification of the following five system reports/output documents to client's specifications (which encompasses up to a total of 15 hours): permit, receipt, certificate of occupancy, inspection results, and inspection hardcard.

In addition, this purchase may include SMARTConnectors, professional services for data migration, configuration, training, and travel expenses as identified below.

This SaaS Subscription includes ten (10) light users which individually average less than 30% usage during an 8 hour day.

Start date: Feb 1 2016 SaaS Subscription Term: 12 months from the SaaS Subscription start date

Sales tax not included.

If tax exempt, please provide a copy of tax exempt certificate.

Qty	Unit of Issue	Description	Unit Cost	Extended Price	
<b>Fees for SMARTGov SaaS Subscription</b>					
20	Users <sup>1</sup>	SMARTGov® SaaS (with public portal)	\$969.60	\$19,392	
10	Light Users <sup>1</sup>	SMARTGov® SaaS	\$484.80	\$4,848	
3	Connectors	SMARTConnector SaaS Transaction	\$350	\$1050	
				1st Year promotional discount	[\$10,116]
<b>Subtotal for SMARTGov SaaS Subscription fees for year 1</b>				<b>\$15,174</b>	
<b>Fees for SMARTConnectors-(Optional Additional Services)</b>					
1	Layer	GIS Additional Layers Connector Connection to additional GIS web services	\$3,500	\$3,500	
1	Site	Parcel Connector Create procedure to import parcel data from master parcel source	\$3,500	\$3,500	
1	Site	Financial Connector Create procedure to export financial transaction data into one delimited text file	\$1,000	Free	





**Sales Order**

Qty	Unit of Issue	Description	Unit Cost	Extended Price
1	Site	Merchant Services Connector Create integration from SMARTGov public portal to merchant services vendor's payment gateway	\$3,500	\$3,500
<b>Subtotal for SMARTConnectors</b>				<b>\$10,500</b>
<b>Fees for Professional Services and Expenses (Optional Additional Services)</b>				
10	Per Hour	Project Management	\$160	\$1,600
120	Per Hour	Data Migration <sup>2</sup> InterLocking Software data migration only	\$160	Free
20	Per Hour	Report Configuration <sup>2</sup>	\$160	\$3,200
16	Per Hour	Fee Configuration <sup>2</sup>	\$160	\$2,560
35	Per Hour	General Configuration <sup>2</sup> Assist with basic configuration of permit types, fees, and inspections	\$160	\$5,600
40	Per Hour	Training Webinar style training or on site	\$200	\$8,000
10	Days	Travel expenses <sup>3</sup> (estimate)	\$90	\$900
<b>Subtotal for Professional Services and expenses</b>				<b>\$21,860</b>
<b>Total without sales tax</b>				<b>\$47,534</b>
SMARTGov SaaS Subscription year 2				\$25,290

<sup>1</sup>30 User Subscriptions will be set up in the system and will be subject to monitoring and amendment of the number of User Subscriptions and fees under Section 5.1(a) of the Master SaaS and Professional Services Agreement.

<sup>2</sup>Estimate only. While We make this estimate in good faith, We will not exceed without written confirmation from You and will notify You as soon as We know that the required work will exceed the original estimate.

<sup>3</sup>Travel expenses:

**Airfare** will be billed according to actual rates; however, We will purchase coach class tickets.

**Lodging** will be billed according to the actual rates; however, We agree to book government rate lodging, if available.

**Car rental** will be billed according to actual rates; however, We agree to rent economy car if available.

**Meals and incidental expenses** will be billed according to per diem rates as contained in the published GSA per diem rates.

<b>Schedule of Payments</b>	
50% of SMARTGov <sup>®</sup> total (annual SaaS Subscription fees and SMARTGov Connectors fees. Invoiced upon contract signing.	\$12,837
50% of SMARTGov <sup>®</sup> total (annual SaaS Subscription fees and SMARTGov Connectors fees). Invoiced at start date.	\$12,837
Professional Services and travel expenses to be invoiced monthly as they occur (\$21,860)	Monthly
100% of SMARTGov <sup>®</sup> SaaS year 2 total due at start date anniversary for renewals.	\$25,290



# Sales Order

This Paladin Data Systems Corporation Sales Order ("**Sales Order**") is entered into by City of Gig Harbor, WA ("**You or Your**") and Paladin Data Systems Corporation ("**We, Us or Our**" and, together with You, the "**Parties**" and each a "**Party**") as of the Sales Order Effective Date. By signing this Sales Order, You agree to the terms and conditions contained in this Sales Order and the Master SaaS and Professional Services Agreement, which is incorporated herein by this reference. This Sales Order is effective as of the last date set forth below (the "**Sales Order Effective Date**").

### City of Gig Harbor, WA

### Paladin Data Systems Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Paladin Data Systems Corporation  
Master SaaS Subscription and Professional Services Agreement**

THIS MASTER SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES. BY EXECUTING A SALES ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SaaS SUBSCRIPTION OR THE PROFESSIONAL SERVICES.

You may not access the SaaS Subscription if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the SaaS Subscription for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on December 17, 2014. It is effective between You and Us as of the date of Your acceptance of this Agreement and the Sales Order ("**Effective Date**").

**1. DEFINITIONS** IN addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

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

1.3. "**Non-SMARTGov Applications**" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the SaaS Subscription.

1.4. "**Party or Parties**" means either We, Us, or Our, as well as You or Your individually or collectively.

1.5. "**Professional Services**" means the labor or time and materials work that You or Your Affiliates purchase under a Sales Order.

1.6. "**SaaS Subscription**" means the software as a service ("**SaaS**") products ordered by You on a Sales Order and made available by Us online via the customer login link and/or other web pages designated by Us, including associated offline components, as described in the User Guide. SaaS Subscription excludes Non-SMARTGov Applications.

1.7. "**Sales Order**" means the documents for placing orders, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements. By entering into a Sales Order, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party. Sales Orders will be deemed incorporated herein by reference.

1.8. "**Third Party**" means any entity or individual other than We, Us, or Our, as well as You or Your.

1.9. "**User Guide**" means the online user guide for the SaaS Subscription, accessible via login, as updated from time to time.

1.10. "**Users**" means individuals who are authorized by You to use the SaaS Subscription, for whom subscriptions have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include, but are not limited to Your employees, consultants, contractors and agents, and any Third Party with which You transact business.

1.11. "**We,**" "**Us**" or "**Our**" means Paladin Data Systems Corporation described in Section 14.1 (Contracting Seller, Notices, Governing Law and Jurisdiction).

1.12. "**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity.

1.13. "**Your Data**" means all electronic data or information owned by Your company or other legal entity and submitted by You to the SaaS Subscription.

**Paladin Data Systems Corporation  
Master SaaS Subscription and Professional Services Agreement**

**2. SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES**

2.1. **Provision of SaaS Subscription.** We will make the SaaS Subscription available to You pursuant to this Agreement and the relevant Sales Order during a subscription term. You agree that Your purchases are not contingent on the delivery of any future functionality or features, and not dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. **User Subscriptions.** Unless otherwise specified in the Sales Order, (i) SaaS Subscription are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions will terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the SaaS Subscription.

2.3. **Provision of Professional Services.** We will provide to You the Professional Services specified on the Sales Order. The Professional Services are cost estimates based on time and materials work for Your budgeting and Our resource scheduling purposes. If the estimate is exceeded, We will continue to provide the Professional Services on a time and materials basis if a statement of work or purchase order for continuation of the Professional Services is signed by the Parties.

**3. USE OF THE SaaS SUBSCRIPTION**

3.1. **Our Responsibilities.** We will: (i) provide Our basic support for the SaaS Subscription to You at no additional charge (ii) use commercially reasonable efforts to make the SaaS Subscription available and (iii) We will provide You access to Your Data via a database extract process that enables You to execute and download a current copy of Your Data on demand.

3.2. **Your Responsibilities.** You will (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Subscription, and notify Us promptly of any such unauthorized access or use, and (iv) use the SaaS Subscription only in accordance with the User Guide and applicable laws and government regulations, (v) validate for correctness all output and reports and (vi) have sole responsibility for downloading and storing back-up files, (vii) You will NOT (a) make the SaaS Subscription available to anyone other than Users, (b) sell, resell, rent or lease the SaaS Subscription to any Third Party, (c) use the SaaS Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights, (d) use the SaaS Subscription to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SaaS Subscription or Third Party data contained therein, or (f) attempt to gain unauthorized access to the SaaS Subscription or their related systems or networks.

**4. NON-SMARTGov PROVIDERS**

4.1. **Acquisition of Non-SMARTGov Products.** We or a Third Party may from time to time make available to You, Third Party products or services, including but not limited to Non-SMARTGov Applications and implementation, customization and other consulting services. Any acquisition by You of Non-SMARTGov products or services, and any exchange of data between You and any Non-SMARTGov provider, is solely between You and the applicable Non-SMARTGov provider. We do not warrant or support Non-SMARTGov products or services, except as specified in a Sales Order. Subject to Section 4.3 (Integration with Non-SMARTGov Applications), purchase of Non-SMARTGov products is not required to use the SaaS Subscription except for a supported computing device, operating system, web browser and Internet connection.

4.2. **Non-SMARTGov Applications and Your Data.** If You install or enable Non-SMARTGov Applications for use with SaaS Subscription, You acknowledge that We may allow providers of those Non-SMARTGov Applications to access Your Data as required for the interoperability of such Non-SMARTGov Applications with the SaaS Subscription. We will not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-SMARTGov Application providers. The SaaS Subscription will allow You to restrict such access by restricting Users from installing or enabling such Non-SMARTGov Applications for use with the SaaS Subscription.

**Paladin Data Systems Corporation**  
**Master SaaS Subscription and Professional Services Agreement**

4.3. **Integration with Non-SMARTGov Applications.** The SaaS Subscription may contain features designed to operate with Non-SMARTGov Applications. To use such features, You may be required to obtain access to such Non-SMARTGov Applications from their providers. If the provider of any Non-SMARTGov Application ceases to make the Non-SMARTGov Application available for operation with the corresponding SaaS Subscription features on reasonable terms, We may cease providing such SaaS Subscription features without entitling You to any refund, credit, or other compensation.

**5. FEES AND PAYMENT**

5.1. **Fees.** You will pay all fees specified in all Sales Orders. Except as otherwise specified herein or in a Sales Order, (i) fees are based on SaaS Subscription and/or Professional Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the subscription term stated on the Sales Order. User subscription fees are based on annual periods that begin on the subscription start date and each annual anniversary; therefore, fees for User subscriptions added in the middle of an annual period will be charged a prorated amount for the remaining subscription term.

(a) If We determine, based on electronic monitoring of Your User subscriptions, the actual number of User subscriptions exceeds the number licensed on a Sales Order, We reserve the right to amend the Sales Order for successive Renewal Terms to increase the number of User subscriptions and the fees.

(b) Professional Service fees do not include travel, lodging or other expenses incurred by Us unless specified on the Sales Order. You will reimburse Us for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the services rendered by Us to You.

5.2. **Invoicing and Payment.** We will invoice You in advance for SaaS Subscription in accordance with the relevant Sales Order. We will invoice You monthly for Professional Services in accordance with the relevant Sales Order. Unless otherwise stated in the Sales Order, invoiced charges are due net 30 days from the invoice date.

5.3. **Overdue Payments.** If any payments are not received by the due date, then at Our discretion, (a) such overdue payments may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Sales Orders on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. **Suspension of SaaS Subscription or Professional Services.** If any amount owing by You under any agreement is 30 days' overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Our SaaS Subscription or Professional Services to You until such amounts are paid in full.

5.5. **Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Payments) or 5.4 (Suspension of SaaS Subscription or Professional Services) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable based on Our income, property and employees.

**6. PROPRIETARY RIGHTS**

6.1. **Reservation of Rights in SaaS Subscription.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the SaaS Subscription, including all related intellectual property and trademark rights. No rights are granted to You other than as expressly set forth herein.

6.2. **Restrictions.** You will not (i) permit any Third Party to access the SaaS Subscription except as permitted herein or in a Sales Order, (ii) create derivate works based on the SaaS Subscription, (iii) copy, frame or mirror any part or content of the SaaS Subscription, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer, decompile or

**Paladin Data Systems Corporation  
Master SaaS Subscription and Professional Services Agreement**

otherwise attempt to derive source code, or (v) access the SaaS Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the SaaS Subscription.

6.3. **Ownership.** We retain sole and exclusive ownership of, and all right, title and interest in and to the SaaS Subscription, the documentation User Guide, any modifications and all suggestions, ideas, improvements, feedback, evaluation materials, presentations, designs, technology, inventions, know-how, works of authorship, software, specifications, and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by Us (whether alone, or jointly with You) in the performance of this Agreement.

6.4. **Your Applications and Code.** If You, a Third Party acting on Your behalf, or a User creates applications or program code using the SaaS Subscription, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the SaaS Subscription in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.5. **Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You grant to Us a non-exclusive license to use Your Data for the purposes of performing Our obligations under this Agreement.

6.6. **Our Protection of Your Data.** We receive no ownership rights in Your Data. We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We will not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at Your request in connection with customer support matters.

6.7. **Report Writer Software.** You acknowledge the SaaS Subscription Service utilizes ad hoc report writer software ("Ad Hoc") under a license granted to Us by a Third Party, which licenses Us the right to sublicense the use of the Ad Hoc as part of the Service to You. Such sublicense is nonexclusive and solely for Your internal use and You may not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. You further acknowledge the Ad Hoc licensing Third Party retains all right, title, and interest to the Ad Hoc and all documentation related to the Ad Hoc. All confidential or proprietary information of Ad Hoc licensing Third Party is Confidential Information under the terms of this Agreement.

## **7. CONFIDENTIALITY**

7.1. **Definition of Confidential Information.** "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include, but not be limited to Your Data; Our Confidential Information will include, but not be limited to the SaaS Subscription; and Confidential Information of each Party will include the terms and conditions of this Agreement and all Sales Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. **Protection of Confidential Information.** The Receiving Party (i) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (ii) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, will limit access to Confidential Information of the Disclosing Party to its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither party will disclose the terms of this Agreement or any Sales Order to any Third Party other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.

**Paladin Data Systems Corporation  
Master SaaS Subscription and Professional Services Agreement**

7.3. **Compelled Disclosure.** If the Receiving Party is required to disclose any Confidential Information of the other by law, regulation or governmental authority, the Receiving Party will provide reasonable notice to Disclosing Party of such required disclosure and reasonably cooperate with the Disclosing Party in preventing or limiting such disclosure, or obtaining an appropriate protective order or other remedy. If a protective order or other remedy is not obtained, then the Receiving Party may disclose such Confidential Information as necessary for compliance with the applicable law, regulation or governmental authority. Notwithstanding such disclosure, such information will remain Confidential Information and subject to the requirements of this Section.

**8. WARRANTIES AND DISCLAIMERS FOR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES**

8.1. **Our Warranties for SaaS Subscription.** We warrant that (i) We have the legal power to enter into this Agreement, (ii) the SaaS Subscription will perform materially in accordance with the User Guide, (iii) subject to Section 4.3 (Integration with Non-SMARTGov Applications), the functionality of the SaaS Subscription will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the SaaS Subscription and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy will be as provided in Section 13.4 (Termination for Cause) and Section 13.6 (Refund or Payment upon Termination) below.

8.2. **Our Warranties for Professional Services.** We warrant the Professional Services will be performed consistent with generally accepted industry standards.

8.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**9. LIMITATION ON WARRANTIES FOR PROFESSIONAL SERVICES**

YOU MUST REPORT ANY DEFICIENCIES IN THE PROFESSIONAL SERVICES TO US IN WRITING WITHIN THIRTY (30) DAYS OF COMPLETION OF THE PROFESSIONAL SERVICES IN ORDER TO RECEIVE WARRANTY REMEDIES. THE WARRANTY HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. EXCLUSIVE REMEDY FOR PROFESSIONAL SERVICES**

For any breach of the above warranty, Your exclusive remedy, and Our entire liability, will be the re-performance of the Professional Services. If We are unable to re-perform the Professional Services as warranted, You will be entitled to recover the fees paid to Us for the deficient services. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS OR OTHER ECONOMIC DAMAGES.

**11. LIMITATION OF LIABILITY**

11.1. **Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU. THE FOREGOING WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT).

11.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Paladin Data Systems Corporation  
Master SaaS Subscription and Professional Services Agreement**

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**12. TERM AND TERMINATION FOR PROFESSIONAL SERVICES**

Professional Services will commence on the date specified on the Sales Order. Either Party may terminate Professional Services any time by providing the other Party with at least 14 days written notice. Any Professional Services outstanding at the time of termination will continue to be covered by this Agreement as if it had not been terminated.

**13. TERM AND TERMINATION FOR SaaS SUBSCRIPTION**

13.1. **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions have expired or been terminated.

13.2. **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the applicable Sales Order and continue for the subscription term specified. Except as otherwise specified in the applicable Sales Order, all User subscriptions will automatically renew for additional periods equal to the expiring one year subscription term, unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The pricing during any such renewal term will be the same as the prior term unless We have given You written notice of a pricing increase at least 180 days before the end of such prior term, in which case the pricing increase will be effective upon renewal and thereafter.

13.3. **Stop in SaaS Subscription.** Upon 180 days' prior written notice, We may terminate provision of the SaaS Subscription as a hosted offering. We will export and return Your Data to You via digital media at Our expense. We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of stop in SaaS Subscription.

13.4. **Termination for Cause.** A Party may terminate this Agreement for cause: (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, We may terminate this Agreement if You fail to make any payment due hereunder within 30 days after receiving written notice from Us that such payment is delinquent.

13.5. **Effect of Termination.** Upon termination for any reason, (a) all licenses granted will automatically and immediately terminate, and We may immediately disable and discontinue Your access to and use of the SaaS Subscription without further notice to You, (b) You will promptly return to Us all Documentation and all information and materials that You have acquired pertaining to the SaaS Subscription and any other Confidential Information of Ours and (c) within 30 days of the effective date of such termination, We will export all Your Data then-stored in the Service and ship the information to You in a digital format.

13.6. **Refund or Payment upon Termination.** Upon any termination by You for cause, We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination by Us for cause, You will pay any unpaid fees covering the remainder of the term of all Sales Orders after the effective date of termination. In no event will any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

13.7. **Return of Your Data.** Within 30 days after the effective date of termination of SaaS Subscription and upon request by You, We will make available to You for download a file of Your Data. After such 30-day period, We will have no obligation to maintain or provide any of Your Data and will thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

13.8. **Surviving Provisions.** Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 11 (Limitation of Liability), 13.6 (Refund or Payment upon Termination), 13.7 (Return of Your Data), 14 (Contracting Seller, Notices, Governing Law and Jurisdiction) and 15 (General Provisions) will survive any termination or expiration of this Agreement.

**14. CONTRACTINGSELLER, NOTICES, GOVERNING LAW AND JURISDICTION**

14.1. **Seller:** Paladin Data Systems Corporation, a Washington corporation.

14.2. **Address notices to:** 19362 Powder Hill Pl. NW, Poulsbo, WA 98370, Attn: Contracts

14.3. **Governing law:** Washington and controlling United States federal law

14.4. **Exclusive court jurisdiction:** Kitsap County, Washington



**Paladin Data Systems Corporation  
Master SaaS Subscription and Professional Services Agreement**

14.5. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email will not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant SaaS Subscription system administrator designated by You.

14.6. **Agreement to Governing Law and Jurisdiction.** Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

14.7. **Waiver of Jury Trial.** Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**15. GENERAL PROVISIONS**

15.1. **Amendment; No Waiver.** Except as otherwise expressly provided herein, this Agreement may not be amended or modified and the observance of any provision of this Agreement may not be waived except with the written consent of the Parties. No failure by either Party to enforce any rights hereunder will constitute a waiver of such right then or in the future or any other right or remedy hereunder. To the extent the terms and conditions of any Exhibit, attachment, purchase order, invoice, proposal or response to request for proposal, conflict with or are inconsistent with this Agreement, the terms and conditions of this Agreement will control and no such conflicting terms will be deemed as a waiver or amendment of this Agreement.

15.2. **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.

15.3. **Assignment; Binding Effect.** This Agreement may not be transferred or assigned by either Party without the express written consent of the other, which will not be unreasonably withheld or delayed, except that either Party may, without the consent of the other Party, assign this Agreement in its entirety to a parent, subsidiary or affiliate of such Party or an acquirer of more than 50% of the assigning Party's outstanding voting capital stock or to a purchaser of all or substantially all of the assigning Party's assets. Notwithstanding the foregoing or any other provision of this Agreement, You may not assign, sublicense, delegate or transfer this Agreement or any of its rights or obligations under this Agreement to any competitor of Ours. Any purported transfer or assignment in contravention of this Section will be null and void. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.4. **Basis of Bargain.** The Parties acknowledge that they have entered into this Agreement in reliance upon the disclaimers of warranties and limitations of liability and damages as set forth in this Agreement, and that such provisions form an essential basis of the bargain between the Parties and do not cause this Agreement, or the remedies available hereunder, to fail of its or their essential purpose.

15.5. **Counterparts.** This Agreement may be executed in any number of English language counterparts or duplicate originals, and each such counterpart or duplicate original will constitute an original instrument, but all such separate counterparts or duplicate originals will constitute one and the same instrument.

15.6. **Entire Agreement.** This Agreement, including the Exhibits attached, constitutes the entire Agreement of the Parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement.

15.7. **Export Compliance.** The SaaS Subscription, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You will not permit Users to access or use SaaS Subscription in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

15.8. **Force Majeure.** Except with respect to payment obligations, neither Party will be liable for any failure of performance or equipment due to causes beyond such Party's reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or

**Paladin Data Systems Corporation  
Master SaaS Subscription and Professional Services Agreement**

request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

15.9. **Headings and Interpretation.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. The words "include," "includes," and "including" when used in this Agreement will be treated in each case as followed by the words "without limitation."

15.10. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

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

15.12. **Insurance and Risk of Loss.** You bear all responsibility for damages to Your equipment and facilities.



### Billing and Sales/Excise Tax Information

Name of Jurisdiction: Gig Harbor, WA

Buyer Contact	Name:
	Title:
	Department:
	Address:
	Telephone:
	Fax:
	Email:

Accounts Payable Contact	Name:
	Title:
	Address:
	Telephone:
	Fax:
	Email:

### Sales and Excise Tax Information

Tax Exempt?	Y or N	Tax Exempt Certificate Attached?	Y or N
<i>If not Sales and Excise Tax Exempt</i>			
Software as a Service Taxed?	Y or N	Applicable Tax Rate –	___%
Labor or Services Taxed?	Y or N	Applicable Tax Rate –	___%
Relevant Taxing Jurisdictions	(State, County, City, etc?)		

Purchase Order Info	The Jurisdiction requires an authorizing document for billing, such as a Purchase Order?	Y or N
If Yes, provide #	Number:	