

## CONTRACT FOR PERSONAL SERVICES

THIS CONTRACT is made and entered into this 18<sup>th</sup> day of February 1999 between the CITY OF OLYMPIA, a legal subdivision of the State of Washington, hereinafter referred to as the "City", and

THOMAS R. BJORGEN, hereinafter referred to as "Contractor":

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, each party agrees as follows:

### SECTION I

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

To hear and act as authorized by the City Council in conducting hearings related to the city's land use regulatory laws pursuant to City of Olympia Municipal Code, Codes 8, 12, 14, 15, 16, 17, and 18, and other implementing regulations. In this regard, the Contractor shall act as Hearings Examiner and shall receive and examine all available information, visit the site, conduct public hearings, tape-record a verbatim record thereof, issue written Findings, Conclusions and Decision on any of the following matters which may be assigned to him:

1. Matters prescribed by the City of Olympia Health & Safety Code (OMC 8.24) found in Title 8, Olympia Municipal Code.
2. Matters prescribed by the City of Olympia Development Guidelines and Public Works Standards (OMC 12.02) found in Title 12, Olympia Municipal Code.
3. Matters prescribed by the City of Olympia Environmental Policy (OMC 14.04), Shoreline Master Program (OMC 14.08) and Critical Areas Ordinance (OMC 14.10) found in Title 14, Olympia Municipal Code.
4. Matters prescribed by the City of Olympia Impact Fee Ordinance (Title 15, Olympia Municipal Code).

5. Matters prescribed by the City of Olympia Building and Construction Ordinance (Title 16, Olympia Municipal Code).
6. Matters prescribed by the City of Olympia Subdivision Ordinance (Title 17, Olympia Municipal Code).
7. Matters prescribed by the City of Olympia Unified Development Code Ordinance (Title 18, Olympia Municipal Code).

## SECTION II

In order to appropriately accomplish the duties specified in Section I above, it is agreed the Examiner at his own expense shall:

- A. Provide his own transportation to and from public hearings, and to and from the sites which he will view.
- B. View the sites when deemed necessary.
- C. Be responsible for ensuring that the following functions are performed: tape-record the verbatim record, keep notes when (on the tape) a certain speaker addresses the Examiner, type all the Examiner's Findings, Conclusions and Decisions, and ensure that all communications with parties of record are coordinated through city staff.
- D. Provide office and office equipment.
- E. Provide one original report of Findings, Conclusions and Decisions (as required by law or regulation) for each case by delivering the same to the Olympia Community Planning and Development Department within fourteen (14) calendar days of the close of record, or time constraints imposed by law.
- F. Ensure that all communications with parties of record are coordinated through City staff.

## SECTION III

The City shall furnish through their departments the following:

A. Written staff reports to the Examiner five (5) working days prior to hearing, as well as maps and such other exhibits as may be necessary regarding each matter to be heard, and shall be responsible for the scheduling of all the hearings before the Examiner; shall send out notices of hearings and decisions; shall make all the required copies of said decisions and correspondence; and shall keep and maintain all case files and records of the hearings, and do all other things necessary to administratively process said materials.

B. The City Council and other City staff shall furnish a hearing room, speaking system, tapes and tape recorder; shall schedule all meetings, and prepare City Council ordinances.

#### SECTION IV

The Contractor shall be appointed by the City Council. The contractor shall follow the procedures and provisions of Chapter 18.82 of the Olympia Municipal Code.

#### SECTION V

A. For services listed in Sections I and II above, the City agrees to reimburse the contractor based on receipt of Billing Statements from the contractor, on an hourly basis at the rate of One Hundred Fifteen Dollars and No Cents (\$115.00) per hour and up to Twenty Seven Dollars and No Cents (\$27.00) per hour for secretarial services during the period of January 1, 1999 through December 31, 1999, which shall be considered the term of this Contract. The hourly rates after this initial period may be negotiated by the parties. The rates stated above shall remain in effect until the parties agree to any modification in writing.

The Contractor agrees to provide Billing Statements with each written decision. The Billing Statements shall identify meeting preparation (staff report review and site visits), hearing, decision and secretarial services, if any. The Billing Statements shall be submitted to the Director of

Community Planning and Development in order to enable the City in determining and verifying the Contractor's time spent in fulfilling this contract.

B. In the event the City refers to the Contractor cases not covered by this agreement, the City agrees to reimburse Contractor in an amount not to exceed One Hundred Fifteen Dollars and No Cents (\$115.00) per hour and up to Twenty Seven Dollars and No Cents (\$27.00) per hour for secretarial services to be paid in proportional amounts, substantiated by time records as submitted by Contractor.

C. This contract is for the personal services of Thomas R. Bjorgen and secretarial services, however it is anticipated that there will be time when the contractor cannot serve because of illness, vacation, conflict of interest, appearance of fairness, or other comparable reasons. On these occasions the Director of Community Planning and Development may, after consultation with the Contractor, appoint one or more Examiners Pro-Tem from a list preapproved by the City Council to serve during said periods. The City shall be responsible for payment of the Examiner Pro-Tem serving pursuant to this subsection.

#### **SECTION VI**

The Contractor shall meet with the Planning Commission or City Council if requested by either party, in order to identify issues in the adopted plans, policies and regulations which require further policy analysis and resolution.

#### **SECTION VII**

Contractor shall furnish services as an independent contractor and nothing herein shall be construed to create a relationship of employer-employee or master-servant between the contractor or his staff and the City, but all payments made hereunder and all services performed shall be made

and perform pursuant to this Contract, by the contractor as an independent contractor. Neither the Examiner nor his employees shall have any right to compensation or benefits from the City except as provided herein.

**SECTION VIII**


This Contract may be terminated by either party upon ninety (90) days written notice.

**SECTION IX**

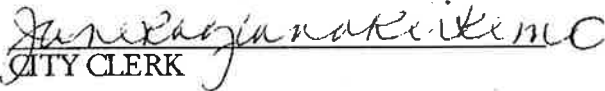
The terms of this Contract shall commence on March 1, 1999.

DATED this 18<sup>th</sup> day of February, 1999.

  
\_\_\_\_\_  
Thomas R. Bjorgen

  
\_\_\_\_\_  
Richard C. Cushing, City Manager

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

AMENDMENT TO  
CONTRACT FOR PERSONAL SERVICES

THIS AMENDMENT is made and entered into this 18<sup>th</sup> day of  
March 2005, by and between the City of Olympia, a Washington municipal  
corporation ("City"), and THOMAS R. BJORGEN ("Contractor").

RECITALS

1. On February 18, 1999, the City and the Contractor entered into a *Contract for Personal Services* ("Contract").
2. The Services have not yet been completed, and the City and Consultant wish to amend the Contract to adjust the rate of compensation and to provide for additional renewal terms .

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. The title of the Contract is hereby amended to read as follows: "Contract for Professional Services."
2. Section V of the Contract is hereby amended to read as follows:

SECTION V

A. For services listed in Sections I and II above, the City agrees to reimburse the Contractor based on receipt of Billing Statements from the Contractor, on an hourly basis at the rate of One Hundred ~~Thirty Five~~ Fifty Dollars and No Cents (~~\$135.~~ 150.00) per hour and up to Twenty-Seven Dollars and No Cents (\$27.00) per hour for secretarial services during the period of January 1, 1999, through December 31, 1999, which shall be considered the term of this Contract. The term of this contract shall be automatically renewed for successive, one-year terms unless this Contract is terminated by either or both parties under Section VIII below. The hourly rates after this initial period may be negotiated by the parties. The rates stated above shall remain in effect until the parties agree to any modification in writing.

The Contractor agrees to provide Billing Statements with each written decision. The Billing Statements shall identify meeting preparation (staff report review and site visits), hearing, decision and secretarial services, if any. The

Billing Statements shall be submitted to the Director of Community Planning and Development in order to enable the City in determining and verifying the Contractor's time spent in fulfilling this contract.

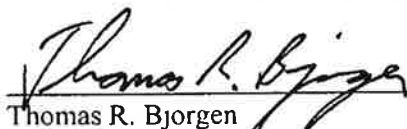
B. In the event the City refers to the Contractor cases not covered by this agreement, the City agrees to reimburse Contractor in an amount not to exceed One Hundred ~~Thirty-Five~~ Fifty Dollars and No Cents (\$~~135.150.00~~) per hour and up to Twenty-Seven Dollars and No Cents (\$27.00) per hour for secretarial services to be paid in proportional amounts, substantiated by time records as submitted by Contractor

C. This contract is for the professional services of Thomas R. Bjorgen and secretarial services; however, it is anticipated that there will be time when the contractor cannot serve because of illness, vacation, conflict of interest, appearance of fairness, or other comparable reasons. On these occasions the Director of Community Planning and Development may, after consultation with the Contractor, appoint one or more Examiners Pro-Tem from a list preapproved by the City Council to serve during said periods. The City shall be responsible for payment of the Examiner Pro-Tem serving pursuant to this subsection.

3. All remaining provisions of the *Contract for Professional Services* dated February 18, 1999 and not here amended or supplemented shall remain as written in said Contract, and shall continue in full force and effect.

4. This Amendment shall be effective commencing on April 1, 2005.

DATED this 18<sup>th</sup> day of March

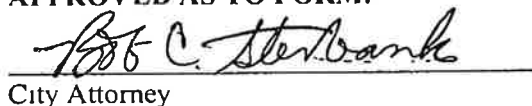
  
Thomas R. Bjorgen

  
Steven R. Hall, City Manager

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**AMENDMENT TO  
CONTRACT FOR PERSONAL SERVICES 15539**

THIS AMENDMENT is made and entered into this 24th day of July 2007, by and between the City of Olympia, a Washington municipal corporation ("City"), and THOMAS R. BJORGEN ("Contractor").

RECITALS

1. On February 18, 1999, the City and the Contractor entered into a *Contract for Personal Services* ("Contract").
2. On March 18, 2005, the Contract was amended to: a) change the title of the contract, b) adjust the rate of compensation, and c) provide for additional renewal terms.
3. The City and the Contractor wish to further amend the Contract by increasing the rate of compensation.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Section V of the Contract, which was last amended on March 18, 2005, is hereby amended to read as follows:

SECTION V

A. For services listed in Sections I and II above, the City agrees to reimburse the Contractor based on receipt of Billing Statements from the Contractor, on an hourly basis at the rate of One Hundred ~~Fifty~~ Seventy-Five Dollars and No Cents (~~\$150~~175.00) per hour and up to Twenty-Seven Dollars and No Cents (\$27.00) per hour for secretarial services during the period of January 1, 1999, through December 31, 1999, which shall be considered the term of this Contract. The term of this contract shall be automatically renewed for successive, one-year terms unless this Contract is terminated by either or both parties under Section VIII below. The hourly rates after this initial period may be negotiated by the parties. The rates stated above shall remain in effect until the parties agree to any modification in writing.

The Contractor agrees to provide Billing Statements with each written decision. The Billing Statements shall identify meeting preparation (staff



report review and site visits), hearing, decision, and secretarial services, if any. The Billing Statements shall be submitted to the Director of Community Planning and Development in order to enable the City in determining and verifying the Contractor's time spent in fulfilling this contract.

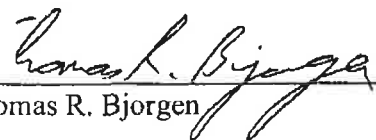
B. In the event the City refers to the Contractor cases not covered by this agreement, the City agrees to reimburse Contractor in an amount not to exceed One Hundred ~~Fifty~~ Seventy-Five Dollars and No Cents (~~\$150~~175.00) per hour and up to Twenty-Seven Dollars and No Cents (\$27.00) per hour for secretarial services to be paid in proportional amounts, substantiated by time records as submitted by Contractor.

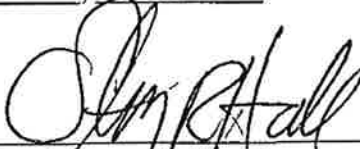
C. This contract is for the professional services of Thomas R. Bjorgen and secretarial services; however, it is anticipated that there will be time when the contractor cannot serve because of illness, vacation, conflict of interest, appearance of fairness, or other comparable reasons. On these occasions the Director of Community Planning and Development may, after consultation with the Contractor, appoint one or more Examiners Pro-Tem from a list preapproved by the City Council to serve during said periods. The City shall be responsible for payment of the Examiner Pro-Tem serving pursuant to this subsection.

3. All remaining provisions of the *Contract for Professional Services* dated February 18, 1999 not here amended or supplemented shall remain as written in said Contract, and shall continue in full force and effect.

4. This Amendment shall be effective commencing on August 1, 2007.

DATED this 25<sup>th</sup> day of July, 2007.

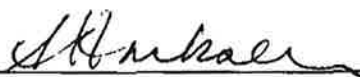
  
\_\_\_\_\_  
Thomas R. Bjorgen

  
\_\_\_\_\_  
Steven R. Hall, City Manager

ATTEST:

  
\_\_\_\_\_  
Debbie Krumpal  
City Clerk

APPROVED AS TO FORM

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