southwest corner of said Lot 2; thence north to the northwest corner of Short Plat No. 79-706; thence west to the southwest corner of Lot 4, Large Lot Subdivision No. 1590, being a point on the east line of Country Highlands Division II; thence north along the east line of Country Highlands Division II to the south line of the northeast quarter of the southeast quarter of Section 4, Township 19 North, Range 5 East of the Willamette Meridian; thence westerly along the south line of said subdivision to the northeast corner of Lot 91 of Bonney Lake Manor; thence southerly along the east line of Bonney Lake Manor to the south line of said Bonney Lake Manor; thence west along said south line and the westerly extension thereof to the west margin line of 192nd Avenue East; thence north along said west margin line to the southeast corner of Lot 3, Bonney Lake Manor; thence west along the south line of Lots 3, 4, and 5, of said Bonney Lake Manor to the west line of the plat of Bonney Lake Manor; thence north along the west line of said plat to the north line of the northwest quarter of the northeast quarter of Section 9, Township 19 North, Range 5 East of the Willamette Meridian; thence west along said north line to the southeast corner of the southwest quarter of said Section 4, Township 19 North, Range 5 East of the Willamette Meridian; thence west along the south line of the southwest quarter of said Section 4, to the center of Fennel Creek and point of beginning.

Ward Five

Beginning at the northwest corner of the northeast quarter of the southwest quarter of Section 27, Township 20 North, Range 5 East, Willamette Meridian, Pierce County, Washington; thence east along the north line of said subdivision to the northwest corner of the north half of the north half of the southwest quarter of the southeast quarter of said Section 27; thence south along the west line of the southeast quarter of said Section 27, to the south line of the north half of the north half of the southwest quarter of the southeast quarter of said Section 27; thence east along the south line of said subdivision to the west line of the southeast quarter of the southeast quarter of said Section 27; thence south along said west line to the northwest corner of the northeast quarter of Section 34, Township 20 North, Range 5 East, Willamette Meridian; thence east along the north line of said subdivision to the east margin line of 210th Avenue East (Peoples Road); thence south along said east margin line to the north margin line of Kelly Lake Road (aka Church Lake Road); thence east along said north margin line to the west margin line of Vandermark Road; thence north along said west margin line to the north line of the southeast quarter of the southeast quarter of Section 27, Township 20 North, Range 5 East, Willamette Meridian; thence north along the west margin line (and the southerly extension thereof) of 214th Avenue East to the northeast corner of Lot 2, Pierce County Short Plat No. 8605230296; thence west along the north lines of Lots 2 and 1 of said short plat to the centerline of Vandermark Road; thence northerly following said centerline to the intersection of said Vandermark Road centerline with the centerline of 211th Avenue East; thence northerly following the centerline of said 211th Avenue East to the north line of the southeast quarter of the southeast quarter of
Section 22, Township 20 North, Range 5 East, Willamette Meridian; thence east along the north line of said subdivision to the northeast corner thereof; thence north along the east line of the northeast quarter of the southeast quarter of said Section 22 to the northerly city limits line; thence westerly along said northerly city limits line through Lake Tapps to a point determined by the northerly extension of a line established at mid-channel between Inlet Island and Interlake Island and extended northerly parallel with the west line of the northwest quarter of said Section 22; thence southerly through said mid-channel point to the intersection point of Bonney Lake Boulevard centerline extended with Church Lake shoreline; thence west along the easterly extension of Bonney Lake Boulevard to the centerline intersection with West Tapps Highway; thence continuing west along said centerline to the centerline intersect of 194th Avenue East; thence southerly along the centerline of 194th Avenue East to the centerline of 78th Street East; thence easterly along the centerline of 78th Street East and thence southerly along the centerline of 197th Avenue East to intersect the north line of the northeast quarter of the northeast quarter of Section 33, Township 20 North, Range 5 East of the Willamette Meridian; thence east along said north line to the northwest corner of Section 34, Township 20 North, Range 5 East, W.M.; thence south along the west line of said subdivision to the southwest corner of the plat of Kelly Creek Vista, recorded under A.F.N. 8410160215; thence along the south line of said plat to the southeast corner thereof; thence north along the east line of said plat to the north line of said Section 34; thence west along said north line to the southerly extension of the east line of Parcel No. 0520273046; thence north along the east line of said parcel to the northeast corner thereof; thence west along the north line of said parcel to the west line of the southwest quarter of Section 27, Township 20 North, Range 5 East, W.M.; thence north along said west line to the southwest corner of the northwest quarter of the southwest quarter of said Section 27; thence east along the south line of the northwest quarter of the southwest quarter of said section to the city limits line; thence northerly along said city limits line to the true point of beginning.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST MARGIN OF 214TH AVENUE EAST; THENCE SOUTH ALONG SAID WEST MARGIN TO THE INTERSECTION WITH THE SOUTH MARGIN OF KELLY LAKE ROAD AND THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE SOUTH MARGIN OF SAID KELLY LAKE ROAD TO THE NORTHEAST CORNER OF LOT 3 OF PIERCE COUNTY SHORT PLAT 8305050332 AND THE BEGINNING OF THE SOUTH MARGIN OF CHURCH LAKE ROAD; THENCE CONTINUING WESTERLY ALONG THE SOUTH MARGIN OF SAID CHURCH LAKE ROAD TO THE EAST LINE OF LOT 5 OF JIM HINKLEMAN HEIGHTS AS RECORDED UNDER RECORDING NUMBER 9411230365; THENCE NORTHERLY AND WESTERLY ALONG THE WESTERLY AND SOUTHERLY MARGIN OF CHURCH LAKE ROAD TO THE NORTHEAST
CORNER OF THE PLAT OF KELLY CREEK VISTA AS RECORDED UNDER AFN 8419160215 RECORDS OF SAID COUNTY, SAID CORNER BEING ON THE BONNEY LAKE CITY LIMITS LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID PLAT AND SAID CITY LIMITS LINE TO THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING ALONG SAID CITY LIMITS LINE WESTERLY ALONG THE SOUTH LINE OF SAID PLAT TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING ALONG SAID CITY LIMITS LINE NORTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTHWEST CORNER THEREOF; SAID CORNER BEING COMMON TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT RECORDED UNDER AFN 9604010391 RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CITY LIMITS LINE AND THE WEST LINE OF SAID SHORT PLAT TO THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 33 TO THE INTERSECTION WITH THE CENTERLINE OF 197TH AVENUE EAST; THENCE NORTHERLY ALONG THE CENTERLINE OF 197TH AVENUE EAST TO THE CENTERLINE OF 78TH STREET EAST; THENCE WESTERLY ALONG THE CENTERLINE OF 78TH STREET EAST TO THE INTERSECTION WITH THE CENTERLINE OF 194TH STREET EAST; THENCE NORTHERLY ALONG THE CENTERLINE OF 194TH STREET EAST TO THE INTERSECTION WITH THE CENTERLINE OF BONNEY LAKE BOULEVARD; THENCE EAST ALONG THE CENTERLINE OF BONNEY LAKE BOULEVARD AND THE EASTERLY PROLONGATION THEREOF TO THE INTERSECTION WITH CHURCH LAKE SHORELINE; THENCE NORTHERLY TO A POINT DETERMINED BY THE SOUTHERLY EXTENSION OF A LINE ESTABLISHED AT MID-CHANNEL BETWEEN INLET ISLAND AND INTERLAKE ISLAND AND EXTENDED SOUTHERLY PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE NORTHERLY ALONG SAID ESTABLISHED LINE TO THE NORTHERLY CITY LIMITS LINE; THENCE EASTERLY ALONG SAID NORTHERLY CITY LIMITS LINE THROUGH LAKE TAPPS TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST W.M. TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 80 FEET, MORE OR LESS TO A POINT OPPOSITE THE SOUTHEAST CORNER OF LOT 7, LAKE TAPPS CEDAR ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS, PAGE 88, RECORDS OF SAID COUNTY; THENCE WEST TO THE SOUTHEAST CORNER OF SAID LOT 7 AND THE WEST MARGIN OF 214TH AVENUE EAST, SAID CORNER BEING ON THE BONNEY LAKE CITY LIMITS LINE; THENCE SOUTH ALONG SAID WEST MARGIN AND SAID CITY LIMITS LINE TO THE INTERSECTION WITH THE SOUTH MARGIN OF KELLY CREEK ROAD AND THE TRUE POINT OF BEGINNING.

(Ord. 1118 § 1, 2005; Ord. 1030 § 1, 2004; Ord. 923 § 2, 2002; Ord. 816 § 1, 1999; Ord. 648 § 1, 1992; Ord. 556 § 1, 1984; Ord. 388 § 1, 1963).

Section 2. This Ordinance shall take effect on February 12, 2007, subject to prior approval by the Mayor and prior publication for five days as required by law.
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___ day of January 2007.

ATTEST:

______________________________
Bob Young, Mayor

APPROVED AS TO FORM:

______________________________
Jim Dionne, City Attorney

Harwood T. Edvalson, CMC
City Clerk

Passed:
Valid:
Published:
Effective Date:
REVISED WARD 5

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST MARGIN OF 214TH AVENUE EAST; THENCE SOUTH ALONG SAID WEST MARGIN TO THE INTERSECTION WITH THE SOUTH MARGIN OF KELLY LAKE ROAD AND THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE SOUTH MARGIN OF SAID KELLY LAKE ROAD TO THE NORTHEAST CORNER OF LOT 3 OF PIERCE COUNTY SHORT PLAT 8305050332 AND THE BEGINNING OF THE SOUTH MARGIN OF CHURCH LAKE ROAD; THENCE CONTINUING WESTERLY ALONG THE SOUTH MARGIN OF SAID CHURCH LAKE ROAD TO THE EAST LINE OF LOT 5 OF JIM HINKLEMAN HEIGHTS AS RECORDED UNDER RECORDING NUMBER 9411230365; THENCE NORTHERLY AND WESTERLY ALONG THE WESTERLY AND SOUTHERLY MARGIN OF CHURCH LAKE ROAD TO THE NORTHEAST CORNER OF THE PLAT OF KELLY CREEK VISTA AS RECORDED UNDER AFN 8410160215 RECORDS OF SAID COUNTY, SAID CORNER BEING ON THE BONNEY LAKE CITY LIMITS LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID PLAT AND SAID CITY LIMITS LINE TO THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING ALONG SAID CITY LIMITS LINE WESTERLY ALONG THE SOUTH LINE OF SAID PLAT TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING ALONG SAID CITY LIMITS LINE NORTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTHWEST CORNER THEREOF; SAID CORNER BEING COMMON TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT RECORDED UNDER AFN 9604010391 RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CITY LIMITS LINE AND THE WEST LINE OF SAID SHORT PLAT TO THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 33 TO THE INTERSECTION WITH THE CENTERLINE OF 197TH AVENUE EAST; THENCE NORTHERLY ALONG THE CENTERLINE OF 197TH AVENUE EAST TO THE CENTERLINE OF 78TH STREET EAST; THENCE WESTERLY ALONG THE CENTERLINE OF 78TH STREET EAST TO THE INTERSECTION WITH THE CENTERLINE OF 194TH STREET EAST; THENCE NORTHERLY ALONG THE CENTERLINE OF 194TH STREET EAST TO THE INTERSECTION WITH THE CENTERLINE OF BONNEY LAKE BOULEVARD; THENCE EAST ALONG THE CENTERLINE OF BONNEY LAKE BOULEVARD AND THE EASTERLY PROLONGATION THEREOF TO THE INTERSECTION WITH CHURCH LAKE SHORELINE; THENCE NORTHERLY TO A POINT DETERMINED BY THE SOUTHERLY EXTENSION OF A LINE ESTABLISHED AT MID-CHANNEL BETWEEN INLET ISLAND AND INTERLAKE ISLAND AND EXTENDED SOUTHERLY PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE NORTHERLY ALONG SAID ESTABLISHED LINE TO THE NORTHERLY CITY LIMITS LINE; THENCE EASTERLY ALONG SAID NORTHERLY CITY LIMITS LINE THROUGH LAKE TAPPS TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;
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City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

**Department/Staff Contact:**
Admin Srvcs/ McEwen

**Council Meeting Date:**
February 13th, 2007

**Agenda Item Number:**
07-15

**Ordinance Number:**

**Resolution Number:**
R1637

**Councilmember Sponsor:**

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
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<td>$2,439.42</td>
<td>$2,439.42</td>
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**Explanation:** This 1-year service level agreement between the City of Bonney Lake, WA State DIS, and Qwest to provide a DSL line into the Police Department for IGN access.

**Agenda Subject:**
Qwest DSL to WA State DIS, IGN Communication Circuit Contract

**Administrative Recommendation:**
Recommend approval.

**Background Summary:**

Currently the Police Department uses terminals to connect to WSP’s ACCESS system to check/input warrants. 4 years ago WSP stopped supporting terminal access, and requested that agencies that have IGN access start using the new WebMSS site. In 2006 WSP announced that it was cutting terminal access to ACCESS in 2007. This service agreement with DIS & Qwest allows the Police department access to the IGN (Intra-governmental network) so that the Police will be able to connect to the WSSweb site. Currently Access terminals cost $682.32/yr, this new annual connection costs $1,707.60. The additional $1,025.28(re-occurring) can be absorbed by the 2007 Police Communications budget without additional appropriations.

**Council Committee Dates:**
Finance Committee: 1/30/07
Public Safety Committee: 
Community Development & Planning Committee: 
Council Workshop:

**Agency/Commission Dates:**
Planning Agency:
Design Commission:
Civil Service Commission:

**Board/Hearing Examiner Dates:**
Park Board:
Hearing Examiner:

**Council Action:**
Council Call for Hearing:
Council Referred Back to: Workshop: Committee
Council Tabled Until: Council Meeting Dates: 02/13/07

**Signatures:**
Dept. Dir. 
Mayor 
Date City Attorney reviewed Standard contract
DATE: 1-10-2007

ORIGINATOR: Chuck McEwen TITLE: Information Services Coordinator

SUBJECT/DISCUSSTION: 12 Month term Service Agreement for Qwest to provide a DSL connection to the Police department for WA State DIS IGN access.

RESOLUTION # 1637

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

MAYOR YES
FINANCE DIRECTOR YES
CITY ATTORNEY YES

BUDGET INFORMATION

BUDGETED ITEM: YES TOTAL COST: $2,439.42
(Nota: If budgeted item, attach copy of budget page and identify)

2007 Budget Amount | Required Expenditure | Impact | Remaining Balance
---|---|---|---
$1,000 | $2,439.42 | $2,439.42 | $1,439.42

Explanation: Currently the Police Department use terminals to connect to WSP’s ACCESS system to check/input warrants. 4 years ago WSP stopped supporting terminal access, and requested that agencies that have IGN access start using the new WebMSS site. In 2006 WSP announced that it was cutting terminal access to ACCESS in 2007. This service agreement with DIS & Qwest allows the Police department access to the IGN (Intra-governmental network) so that the Police will be able to connect to the WebMSS site. Currently Access terminals cost $682.32/yr, this new annual connection costs $1,707.60. The additional $1,025.28(re-occurring) can be absorbed by the 2007 Police Communications budget without additional appropriations.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED
Dan Swatman, Chair, Finance 1-29-07
Phil DeLeo, Chair, Public Safety 1-30-07
James Rackley, Chair, CDC 1-29-07

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK FINANCE DIRECTOR CITY ATTORNEY

Please schedule for Council Meeting date of: February 13th, 2007
SERVICE LEVEL AGREEMENT (SLA)
KEYWORD: Intergovernmental Network (IGN) Services

Name and Address of Customer:  
City of Bonney Lake  
PO Box 7380  
19306 Bonney Lake Blvd  
Bonney Lake, WA 98391

Agency CSA Number: E590-0  
SLA Number: 2007-001

This Service Level Agreement (SLA) is executed pursuant to the terms and conditions of the Department of Information Services (DIS), Customer Service Agreement (CSA). The parties acknowledge they have read and understand the terms and conditions contained therein. This Service Level Agreement (SLA) is entered into between the Department of Information Services, hereinafter referred to as DIS, and the City of Bonney Lake, hereinafter referred to as the Customer, in order to formalize the working relationship between them. This SLA establishes mutual expectations concerning Intergovernmental Network (IGN) Services provided by DIS to the customer. It defines Customer and DIS requirements, and identifies measurable service objectives towards which both parties can manage so that those expectations can be met.

This SLA does not remove or reduce any non-referenced services provided by DIS. This SLA will not be in effect during any period of interruption to DIS' processing capability caused by a disaster, as declared by the Director of DIS.

DIS provides services to eligible organizations (RCW chapters 39.34 and 43.105) that have signed Customer Service Agreements with the Department of Information Services. A list of these services may be found at http://www.wa.gov/DIS/services/.

1 TERM

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until terminated by either party with 60 days written notice. This SLA shall be reviewed annually.
2 SCOPE OF AGREEMENT

DIS will provide the Customer with shared IGN transport services for use by the
Customer to connect with applications within the State network, other IGN connected
organizations, or to reach the DIS Internet gateway. These services are for the exclusive
use of Customer clients to support its access requirements. Use of these services by other
entities that connect to the Customer’s network (e.g., municipalities, not-for-profit
organizations, etc.) must be reviewed by the DIS.

3 SCOPE OF SERVICES

As part of this agreement, DIS will provide the following:

3.1.1 IGN transport services (Attachment A – DIS Service Proposal)

3.1.2 Network Support Center, 24 hours a day, 7 days a week.

The following are the Customer's responsibilities and are not included as part of this
agreement:

3.2.1 Implementation and management of Customer LAN and/or WAN infrastructure
(i.e., routers, firewalls, hubs, servers, etc.).

4 SERVICE REQUIREMENTS

A network firewall is in place at DIS to help prevent unauthorized access from the
Internet. However, the Customer and its clients are responsible for securing their
networks, and their computing and data resources from all unauthorized access. Due to
the nature of the Internet, network addressing, and associated security risks, the Customer
agrees to the following conditions:

4.1 Customer will use QWEST as it’s sole Internet Service Provider (ISP), and will
notify the DIS when switching to a different ISP.

4.2 Customer understands that if it uses DIS as an ISP, the only inbound traffic that is
permitted from the Internet to the IGN is e-mail (SMTP) traffic.

4.3 Customer will use public (registered) IP addresses on the IGN

4.4 Customer will not install remote access systems, connect to other networks
(including ISPs), or implement other network changes that the Customer believes
could compromise security, by potentially enabling unauthorized access to the
IGN, without prior review by DIS.
4.5 Upon request from the DIS and within 30 days, Customer agrees to provide DIS with a list of all IP addresses in use by the Customer.

4.6 Customer will take measures to prevent unauthorized third party indirect access to the IGN from Customer controlled networks. Examples of this would be gateways, dial-up, or cascaded telnet sessions where the originator is not a Customer authorized user of the IGN, but whose resultant IP address would appear to the network as being the Customer’s IP address.

4.7 Upon request by the DIS and within 30 days, Customer agrees to provide DIS with a current NAT mapping of all IP addresses utilizing the IGN to access State applications.

4.8 The Customer understands that failure to coordinate new network connections with DIS may result in routing problems, including data packets not being able to reach their target destination.

5  NETWORK MAINTENANCE

DIS reserves every Sunday of each month from 10:00 PM to 2:00 AM, and the first and third Thursday of each month from 2:00 AM to 4:00 AM to perform network and system maintenance.

6  NETWORK SUPPORT CENTER

The DIS Network Support Center (NSC) is staffed 24 hours per day, seven days a week. The NSC telephone number is:

(360) 753-2454

There may be some shifts outside normal business hours when only one technician is present. If the phone is busy, the incoming call will be sequenced and answered in order. If the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message, which will automatically page the technician who will return the call.

7  PROBLEM MANAGEMENT

Problem Reporting
Network service outages and network service impairments are reported to the DIS Network Support Center (NSC) help desk.
The NSC help desk will collect information from the Customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

4.9 Name of Person Reporting Problem
4.10 Return Call Telephone Number
4.11 Location Experiencing the Problem (city & address)
4.12 Description of the Problem
4.13 When the Problem Started

The Customer will then receive a trouble ticket number. The NSC help desk typically refers network problem tickets to Network Control Center (NCC) technicians (in Olympia) within 10 minutes of initial receipt of the problem report.

Problem Resolution
A problem will be considered resolved when the network service becomes fully functional again and network service performance is acceptable to the Customer.

8 SERVICE COSTS

Customer will be charged an IGN Access fee for use of the IGN and any applicable IGN Connectivity charges. The IGN Access fee is based on the size of the IGN connection that is serving the Customer. The IGN Connectivity charges include all applicable circuit, equipment, installation, maintenance, and network management costs. Schedule A, IGN Service Pricing, lists all the fees that will be charged to the Customer under this Agreement.
9 SERVICE BILLING

IGN service fees covered in this agreement will be billed on a monthly cycle, starting on January 1, 2007, under the following DIS Customer-ID and Account number:

DIS Customer ID: E590-0            DIS Account Number: 5900IN

Customer will receive a DIS invoice by the 10th business day of each month.

10 DIS IGN AGREEMENT CONTACT

Kathy Hernandez-Bell,
DIS WAN Services Manager
(360) 902-3338
kathyh@dis.wa.gov

State of Washington
Department of Information Services
Telecommunication Services Division
512 12th Avenue SE
Olympia, WA 98504-2445

11 ACCEPTANCE

The Customer hereby acknowledges and accepts the terms and conditions of this Agreement. Should circumstances warrant amendments to this Agreement they shall be mutually agreed upon in writing. All such amendments shall take precedence over this Agreement.

STATE OF WASHINGTON CITY OF BONNEY LAKE
DEPARTMENT OF INFORMATION SERVICES

Roland Rivera ____________________________ ____________________________
NAME NAME
Assistant Director, TSD ____________________________ ____________________________
TITLE TITLE

12/30/06 ____________________________
DATE DATE
Schedule A

IGN SERVICE PRICING
IGN CONNECTIVITY OPTIONS PER ATTACHED DIS DSL PROPOSAL
 Schedule A  
City of Bonney Lake Police Department  
DSL 256k IGN Connection  
CSA#  E590-0

<table>
<thead>
<tr>
<th>Proposal Summary Detail</th>
<th>Purchase Option</th>
<th>Monthly</th>
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<tr>
<td>Telco Circuit Costs</td>
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<td>DIS IGN Transport Costs</td>
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<td>Service/Purchase Totals</td>
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OSS Ticket # CSR/3514/2006

Assumptions:
1. The quote is for a single site at the City of Bonney Lake Police Department
2. DIS will require a signed IGN SLA to order the service.
3. The proposal does not include Internet access.

Notes:
1. Proposed costs are budgetary and may be subject to change.
2. Costs include appropriate sales tax.
3. Time and Material costs at customer premise for in-house wiring not included.
4. Maintenance is NOT included on the Actiontec DSL Modem
5. DSL costs were estimated based on 12 month minimum term.
6. Early termination charge of $300 applies if service is cancelled before end of 12 month term.
7. Static IP address configuration on the DSL modem is the only currently supported option. (DHCP/NAT is not currently supported by DIS)
## Schedule A
**City of Bonney Lake Police Department**
**DSL 256k IGN Connection**

### Telco Frame Relay Circuit Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Connect To:</th>
<th>DSL</th>
<th>PVCs</th>
<th>CIR</th>
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### Schedule A

**City of Bonney Lake Police Department**  
**DSL 256k IGN Connection**

<table>
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<th>Description</th>
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<th>PVC's</th>
<th>BW</th>
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## Schedule A
City of Bonney Lake Police Department
DSL 256k IGN Connection

<table>
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<tr>
<th>Equipment Description</th>
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<td><strong>Total Equipment Cost</strong></td>
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<td><strong>$164.99</strong></td>
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<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>
Schedule B

CUSTOMER CONTACT INFORMATION

Administrative Contacts
DIS will use these contacts to keep the Customer informed of any problems or changes that effect the delivery of services that are covered under this agreement.

Name:  (Primary) Chuck McEwen  Name:  (Backup) Dana Hubbard
Telephone:  (253)447-4301  Telephone:  (253) 261-5212
E-mail:  mcewenc@ci.bonney-lake.wa.us  E-mail:  hubbardd@ci.bonney-lake.wa.us

Technical Contacts
DIS will use these contacts to coordinate the delivery and management of IGN services that are covered under this agreement (i.e., IP addressing, router filtering, Domain Name Services, etc.).

Name:  (Primary) Chuck McEwen  Name (Backup) Dana Hubbard
Telephone:  (253) 447-4301  Telephone:  (253) 261-5212
E-mail:  mcewenc@ci.bonney-lake.wa.us  E-mail:  hubbardd@ci.bonney-lake.wa.us
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Judge James Helbling
Council Meeting Date: February 13, 2006
Agenda Item Number: AB 07-37

Ordinance Resolution Number: 1655
Councilmember Sponsor:

BUDGET INFORMATION

2007 Budget Amount
Required Expenditure
Impact
Remaining Balance

Explanation:

Agenda Subject: A resolution of the City Council of the City of Bonney Lake, authorizing interlocal agreement between the City of Sumner Police Department and the City of Bonney Lake Municipal Court to allow the Sumner Police Department to be the holder of Bonney Lake Municipal Court records for the purposes of the Washington Crime Information Center.

Administrative Recommendation: Authorize Mayor to sign agreement.

Background Summary:

Currently the City of Sumner Police Department enters Warrants and No Contact Orders issued by the Bonney Lake Municipal Court, the Owner of the record, into the state Washington Crime Information Center (WACIC). This agreement authorizes Sumner Police Department as the Holder of the Record, while the record/s is entered in the WACIC system.

Council Committee Dates:
Finance Committee:
Public Safety Committee:
Community Development & Planning Committee:
Council Workshop:

Commission Dates:
Planning Commission:
Civil Service Commission:

Board/Hearing Examiner Dates:
Park Board:
Hearing Examiner:

Council Action:
Council Call for Hearing:
Council Hearings Date:
Council Referred Back to:
Workshop:
Committee
Council Tabled Until:
Council Meeting Dates:

Signatures:

Date City Attorney reviewed January 19, 2007
RESOLUTION NO. 1655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER POLICE DEPARTMENT AND THE CITY OF BONNEY LAKE MUNICIPAL COURT TO ALLOW THE SUMNER POLICE DEPARTMENT TO BE THE HOLDER OF BONNEY LAKE MUNICIPAL COURT RECORDS FOR THE PURPOSES OF THE WASHINGTON CRIME INFORMATION CENTER.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute the agreement attached hereto as Exhibit “A” and incorporated herein by this reference.

PASSED by the City Council this _______ day of __________________________ 2007

__________________________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

__________________________________________
James Dionne, City Attorney
WASHINGTON CRIME INFORMATION CENTER

Holder of Record Agreement

The National Crime Information Center (NCIC) and the Washington Crime Information Center (WACIC) are computerized information systems established as a service to all criminal justice agencies. The goal of NCIC and WACIC is to help the criminal justice community perform its duties by providing and maintaining computerized filing systems of accurate and timely documented criminal justice information. Although use of NCIC and WACIC is voluntary, using these systems obligates participating agencies to abide by the policies and procedures established by the advisory boards of each. NCIC and WACIC require:

1. That any agency having investigative authority and jurisdiction and having an NCIC-assigned Originating Agency Identifier (ORI) must enter qualifying records into WACIC/NCIC as soon as reasonably possible after minimum information is available.

2. That every agency which enters records destined for WACIC or NCIC must assure that “hit” confirmation is available for all records, except III records, 24-hours a day either at that agency or through a written agreement with another agency, at its location.

An originating agency must, within ten (10) minutes for requests designate urgent or within one hour for requests designate routine, furnish to an agency requesting record confirmation a response indicating positive or negative confirmation or a notice of the specific amount of time necessary to confirm or reject.

Therefore, the Sumner Police Department, hereinafter referred to as Holder of Record, and the Bonney Lake Municipal Court, hereinafter referred to as the Owner of the Record enter into this Agreement.

Holder of Record is:

X A 24 – hour terminal agency.

Owner of Record is:

_____ A non terminal 24 – hour agency, or

_____ A terminal Non-24 – hour agency, or

X A non-terminal/non-24 – hour agency.
Holder of Record is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of WA0270200.

Owner of Record is a criminal justice agency with the assigned NCIC ORI of WA0271400.

Both agencies agree to abide by all rules, policies, and procedures of the NCIC of the Federal Bureau of Investigation (FBI), the Washington Crime Information Center (WACIC) and A Central Computerized Enforcement Service System (ACCESS), as adopted by the Advisory Council on Criminal Justice Services under authority of RCW 43.89 and RCW 43.43, and the National Law Enforcement Telecommunications System (NLETS), subject to the terms and conditions listed below:

Terms and Conditions

A. Purpose of Agreement

The purpose of this agreement is to establish responsibility for records entered in WACIC and NCIC by the Holder of Record under its NCIC assigned ORI on behalf of the Owner of Record. As they relate to records entered for the Owner of Record, the Holder of Record assumes the following responsibilities:

1. Responsibility for data entry.
2. Responsibility for documentation.
4. Responsibility for timeliness of entries, cancellations and modifications.
5. Responsibility for hit confirmation.

The Holder of Record agrees to abide by all the terms and conditions of the ACCESS/WACIC/NCIC User Acknowledgement in performing the responsibilities listed above.
B. **Rules and Regulations**

The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; with all rules, procedures policies adopted by the FBI/NCIC Advisory Policy Board in regard to information furnished through the FBI/NCIC CCH program; and with all rules and regulations adopted by the Washington State Advisory Council on Criminal Justice Services for WACIC. Both Holder of Record and Owner of Record have the burden of giving notice of requirements of all the above-named rules and regulations to its employees and other agencies or individuals to whom the agencies might disseminate information derived pursuant to this Agreement.

C. **Secondary Dissemination**

Both agencies agree to assume full responsibility for the lawful use of any released criminal history record information and / or other criminal justice information.

D. **Response to Communications**

Inasmuch as communications from other states are routed via the National Law Enforcement Telecommunications System (NLETS) using the NCIC ORI, the ORI of record shall bear the responsibility of responding to requests for confirmation of records and other information relating to records entered under this Agreement. Both agencies agree that any misdirected or misrouted messages will be promptly called to the attention of the originating agency or intended recipient.

E. **Sanctions**

The Washington State Patrol (State Criminal Justice Information Services (CJIS) Systems Agency (CSA) reserves the right to suspend telecommunications service to the Holder of Record named herein, likewise the Holder of Record reserves the right to suspend telecommunications service to the Owner of Record when any rules, policies or procedures of NCIC, NLETS, or WACIC have been violated. The Washington State Patrol will review circumstances surrounding the suspension or termination of Agreement and make a final decision relative to further or continued agency participation in WACIC.
F. **Termination of Agreement**

This agreement shall remain in effect unless terminated by either agency. Either the Holder of Record or the Owner of Record may, upon thirty (30) days notice to the other agency in writing, and to the Washington State Patrol Criminal Telecommunications Section, cancel this Agreement.

Each agency reserves the right to terminate this Agreement with or without notice upon determining that the other agency has violated any law, rule or regulation concerning criminal justice information or violated the terms of this Agreement.

Termination of this Agreement shall not negate the obligation of either Party to maintain records entered under this agreement to ensure their accuracy and timeliness.

G. **Indemnification**

Both the Holder of Record and the Owner of Record agree to indemnify and hold harmless the Washington State Patrol, its Chief and employees, and the Federal Bureau of Investigation, its Director and employees from any and all claims, demands, actions, suits and, proceedings by others for the use or misuse by either agency or any information provided to them pursuant to this agreement.

As agency head/director of this agencies identified herein, we hereby acknowledge the duties and responsibilities set forth in this document as well as those documents incorporated by reference.

<table>
<thead>
<tr>
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<th>Bonney Lake Municipal Court</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Agency Name</td>
<td>Agency Name</td>
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<td>ORI: WA0271400</td>
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<td>Title:</td>
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Holder of Record Agreement

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<td>Owner of Record</td>
</tr>
<tr>
<td>Agency Name</td>
<td>Agency Name</td>
</tr>
</tbody>
</table>

| ORI: WA0270200            | ORI: WA0271400              |

| By: _____________________ | By: _____________________ |
| Title: ___________________| Title: ___________________ |
| Date: ___________________ | Date: ___________________ |
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

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<tr>
<th>Department/Staff Contact: Admin Srvc/Edvalson</th>
<th>Council/Wrkshp Mtg Date: February 13, 2007</th>
<th>Agenda Bill Number: AB07-47</th>
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<tr>
<td>Ordinance Number: D07-47</td>
<td>Resolution Number:</td>
<td>Councilmember Sponsor:</td>
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**BUDGET INFORMATION**

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<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
</table>

**Explanation:**

**Agenda Subject:** An ordinance authorizing by purchase or condemnation the property located at 8508 182nd Ave E for public purposes.

**Administrative Recommendation:** Approve.

**Background Summary:**

The subject property located 8508 182nd Ave. E. had been identified as an important piece for the extension of 184th Ave. E. and its connection to 182nd Ave. E. The completion of this extension is an important component of the City’s plan to improve transportation in the City’s Downtown Core. The street extension is a project identified in the City’s Comprehensive Plan.

**Council Committee Dates:**
- Finance Committee:
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops:

**Commission Dates:**
- Planning Commission:
- Civil Service Commission:

**Board/Hearing Examiner Dates:**
- Park Board:
- Hearing Examiner:

**Council Action:**
- Council Call for Hearing:
- Council Hearings Date:
- Council Referred Back to: Workshop:
- Committee:
- Council Tabled Until: Council Meeting Dates: 02/13/07

**Signatures:**
- Dir. Authorization: 
- Mayor: 
- Date City Attorney Reviewed: 02/08/07
ORDINANCE NO. D07-47

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE ACQUISITION OF PROPERTY BY PURCHASE OR CONDEMNATION.

WHEREAS, the City’s Comprehensive Plan lists as a planned project to “extend 184th Avenue E north from the Sumner-Buckley Highway and tie into the existing 182nd Avenue E corridor. Construct new two-lane roadway to collector arterial standards including curb, gutter, sidewalk, and stormwater facilities,” and

WHEREAS, the extension of 184th Avenue E is necessary to relieve traffic congestion and improve traffic flow; and

WHEREAS, before constructing the extension it is necessary to acquire a private property located at 8508 182nd Ave E, which lies in the path of the planned extension; and

WHEREAS, the City desires to acquire this property immediately so that the extension can proceed.

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

Section 1. The Mayor is hereby authorized to acquire, by purchase or condemnation pursuant to Ch. 8.12 RCW, the property located at 8508 182nd Ave E (Pierce County Parcel No. 9200000070). If the Mayor is unable to effectuate a purchase of the property within a reasonable period (including efforts already made), he is authorized at any time to direct the City Attorney to proceed with filing a petition to take the property by eminent domain.

PASSED by the City Council and approved by the Mayor this ______ day of ________________________, 2007.

________________________________________________________
Neil Johnson Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

______________________________
Harwood T. Edvalson, City Clerk

James J. Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date:
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Gary Leaf/Chuck McEwen
Council/Wrkshp Mtg Date: February 13, 2007
Ordinance Number: 1653
Resolution Number: 1653
Agenda Bill Number: AB07-30
Councilmember Sponsor:

BUDGET INFORMATION

2007 Budget Amount $80,000.00
Required Expenditure $79,206.40
Impact $79,206.40
Remaining Balance $793.60

Explanation: Funds were included in the 2007 Budget for this project.

Agenda Subject: Allan Yorke Park Boat Launch

Administrative Recommendation: Approve contract so system can be in place and operational by Memorial Day.

Background Summary: For several years the Park Board has recommended installing an automatic control system at the Allan Yorke Park boat launch. Such a system allows the City to control public access to Lake Tapps and restrict access to day-use only. The automated feature also eliminates the need to staff the launch in order to collect funds from boat launch users. Approval of the contract at this time will allow installation in time for the Memorial Day weekend which is typically the busiest weekend at the launch. The City received three bids and the lowest bidder, Netversant Washington, happens to be a local firm. Installation cost will be within the 2007 Budget dollar amount. On January 16th, the Finance Committee recommended adding a credit card payment option because it will provide more convenience to customers and also require less cash handling by city staff. This additional cost will be covered separately by a purchase order. The Park Board, Public Safety Committee, and Finance Committee have also agreed to increase the individual launch fee to $20 while leaving the annual pass fee for city residents at $25. This will be coming to Council soon along with other changes to park regulations in the BLMC which will improve public safety in city parks.

Council Committee Dates:
Finance Committee: 10/10/06; 1/23/07
Public Safety Committee: 11/6/06
Community Development & Planning Committee:
Council Workshops:

Commission Dates:
Planning Commission:
Civil Service Commission:

Board/Hearing Examiner Dates:
Park Board: 10/10/06, 11/14/06; 1/9/07; 1/23/07
Hearing Examiner:

Council Action:
Council Call for Hearing: Council Hearings Date:
Council Referred Back to: Workshop: Committee:
Council Tabled Until: Council Meeting Dates:

Signatures:
Dir. Authorization Mayor Date City Attorney Reviewed:
Standard Contract
DATE: 1-23-07

ORIGINATOR: Gary Leaf  TITLE: Community Services Director

SUBJECT/DISCUSSION: Boat Launch Control System
The Finance Committee last discussed this issue on 10/10/06. At that time serious consideration was given to limiting use of the Allen Yorke Park boat launch to city residents only. Since then, the Park Board and Public Safety Committee have reconsidered the issue and come to a consensus that the best thing to do is raise the non-resident fee to something on the order of $20 per launch. That means we are now ready to move ahead with installation of the automated boat launch control system that was proposed last year. Approval of the contract at this time will allow installation in time for the Memorial Day weekend which is typically the first busy weekend at the launch. The City received three bids and the lowest bidder, Netversant Washington, happens to be a local firm. Total project cost will be within the 2007 Budget dollar amount.

ORDINANCE/RESOLUTION  Resolution # 1653

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Approve contract so system can be in place and operational by Memorial Day.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR
FINANCE DIRECTOR  YES
CITY ATTORNEY

BUDGET INFORMATION
BUDGETED ITEM: Yes  TOTAL COST: $79,206.40
(Note: If budgeted item, attach copy of budget page and identify)

<table>
<thead>
<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$80,000.00</td>
<td>$79,206.40</td>
<td>$79,206.40</td>
<td>$793.60</td>
</tr>
</tbody>
</table>

Explanation: Funds were included in the 2007 Budget for this project.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Dan Swatman, Chair, Finance  DATE APPROVED DISAPPROVED

Phil DeLeo, Chair, Public Safety  1-23-07

James Rackley, Chair, CDC  1-23-07

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK  FINANCE DIRECTOR  CITY ATTORNEY

Please schedule for Council Meeting date of: February 13, 2007
RESOLUTION NO. 1653

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH NETVERSANT WASHINGTON FOR THE CONSTRUCTION OF BOAT LAUNCH CONTROLS ON LAKE TAPPS

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 13th day of February, 2007.

__________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
COMMUNITY SERVICES
DEPARTMENT
STAFF REPORT

The City of Bonney Lake's mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services."

Allan Yorke Park Safety and Boat Launch Bollards

Since the 1970s the City of Bonney Lake has operated a public boat launch at Allan Yorke Park. Recently there has been increased congestion at Allan Yorke Park on sunny summer days. There have also been a number of civil disturbances at the park and boating accidents on Lake Tapps on these hot summer days, including a recent fatality. We believe much of the increase in our boat launch usage is due to a lower fee at the City's launch compared to Pierce County’s North Lake Tapps Park. Presently the City charges $12 per launch (although City residents are allowed to purchase a season pass for $25). The county park charges $10 per launch but also charges $7 for parking, meaning that Bonney Lake’s boat launch is cheaper. The result has been a marked increase in the number of boaters wishing to launch at Allan Yorke.

The Bonney Lake Park Board and the City's Public Safety Committee have met several times over the past few months to discuss possible solutions to these problems on hot summer days. One conclusion is that any solution requires the ability of the City to restrict access to Lake Tapps on the busiest days. One option is to restrict access to Lake Tapps to Bonney Lake residents only, while another is to raise the launch fee to decrease the number of non-residents using Bonney Lake’s launch. The consensus of the Park Board and Public Safety Committee is presently to raise the boat launch fee at Allan Yorke Park to at least the same as Pierce County ($17) or possibly more. City Council Members expressed interest in raising the fee even further while discussing this issue at the 1/16/07 City Council Workshop. Staff recommends increasing the single launch fee to $20.

A second item receiving consensus support is improving lighting and signage around the perimeter of Allan Yorke Park, particularly along West Tapps Highway. This will discourage groups of adolescents and young adults from congregating in parking areas and the dike area (which is currently owned by PSE). Specific changes to the City's park regulations and increased signage are also recommended.

A third item is to give the City the ability to restrict access to Lake Tapps. This way the number of boaters can be limited after a pre-determined number of launches. A mechanical means - a bollard system - is the best way to accomplish this. In addition to allowing the City to restrict access to Lake Tapps, a bollard system will prevent boaters from launching at times when the park is closed (before dawn and after dusk) and discourage them from staying on the lake during evening hours. Another benefit of a bollard system is improved safety to summer park staff (teenagers holding large sums of money can be a target for thieves) and improved accountability of public funds since fewer employees will be handling money. In the long run, the bollard system will pay for itself by reducing labor costs. Staffing the boat launch on a consistent basis with teenagers has also been an ongoing challenge for park management.

Consideration of possibly closing the boat launch to non-residents delayed construction of the system until now. Since a consensus has finally been reached, it is now time to move forward. City staff solicited competitive bids for bollard systems and received three proposals. Staff recommends that Council approve retaining Netversant Washington, the lowest bidder, to design and install a bollard system at Allan Yorke Park. Staff's goal is to have the new system operational by the time boating season starts in late May.
Council's Projected Agendas Currently for Year 2007
(Tentative - Subject to Change & Weekly Updates)
Last Updated: 01/30/07 By: HTE
(Please see individual meeting agendas for final listing of items and their proposed order of
consideration. Available at www.ci.bonney-lake.wa.us.)

February 6, 2007 – Council Workshop – 5:30 p.m.
• Presentation: Downtown Plan Update
• Discussion: Future Water Supply Options
• Discussion: AB07-25 – Transportation Impact Fee
• Discussion: Possible Arts Commission
• Discussion: AB07-07 – Ord. D07-07 – Housekeeping ordinance to fix problems with
development regulations

February 13, 2007 – Council Meeting – 7:00 p.m.
• Public hearing for the Latecomer Agreement for High Country Homes
• AB07-30 – Boat Launch Bollard System

February 20, 2007 – Council Workshop – 5:30 p.m.
• AB06-384 (Tabled from 12/12/06) – Motion approving the Orchard Grove II Preliminary Plat

February 27, 2007 – Council Meeting – 7:00 p.m.
• Discussion: Future Water Supply Options

March 6, 2007 – Council Workshop – 5:30 p.m.
• Discussion: Residential Stormwater Rates structure for residential retention or conservation

March 13, 2007 – Council Meeting – 7:00 p.m.
• ORD D07-01 – Changes ward boundaries for Ward 2 to include annex. area
• ORD D07-02 – Makes annexation effective (30-days)
• ORD D07-03 – Assigns R1 zoning to annexation area

March 20, 2007 – Council Workshop – 5:30 p.m.

March 27, 2007 – Council Meeting – 7:00 p.m.

April 3, 2007 – Council Workshop – 5:30 p.m.

April 10, 2007 – Council Meeting – 7:00 p.m.

April 17, 2007 – Council Workshop – 5:30 p.m.

April 24, 2007 – Council Meeting – 7:00 p.m.

May 1, 2007 – Council Workshop – 5:30 p.m.

May 8, 2007 – Council Meeting – 7:00 p.m.

May 15, 2007 – Council Workshop – 5:30 p.m.

May 22, 2007 – Council Meeting – 7:00 p.m.

May 29, 2007 – No Meeting – Fifth Tuesday
CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 23rd day of January 2007 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and NetVersant - Washington, Inc., hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such work; and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK.

The CONTRACTOR shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than January 24th, 2007, and shall be completed no later than May 15th, 2007, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.
D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

   A. The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

   B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR’S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR’S activities which relate, directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

   A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

   B. In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY’S general rights of inspection and review to secure the satisfactory completion thereof.

6. CONTRACTOR EMPLOYEES/AGENTS
The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The CONTRACTOR shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement and/or the CONTRACTOR’S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR; and provided further, that nothing herein shall require the CONTRACTOR to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers. The CONTRACTOR expressly agrees that the indemnification provided herein constitutes the CONTRACTOR’S waiver of immunity under Title 51 RCW, for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The CONTRACTOR 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 performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an
insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Worker’s Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Consultant’s profession.

B. Minimum Amounts of Insurance

CONTRACTOR shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

5. The Contractor’s insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor’s insurance and not contribute with it.

6. The Contractor’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

7. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A.VII.

8. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.