SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution action item appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items on the “Consent Agenda” should do so during the “Citizen Comments” portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before they take action. Please look for the sign-up sheets near the Council Chamber doorways. (See Item II B. for Citizen Comments on other items of City business.)

I. CALL TO ORDER – Mayor Neil Johnson

A. Flag Salute:

B. Roll Call: [A.1.3]

Elected Officials: Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble and Councilmember Jim Rackley.

[Staff expected to be in attendance: City Administrator Don Morrison, Planning & Community Development Director Bob Leedy, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, Chief Financial Officer Beth Anne Wroe and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations: [A.3.6.9]

1. Announcements:
2. Appointments:
3. Presentations: Proclamation – American Red Cross Month

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: [A.3.6.12]

1. AB07-52 – Ward Redistricting and Number of At-large Councilmembers.

B. Citizen Comments: [A.1.5]

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated speakers representing a group may take up to 10 minutes on matters of general City business.

C. Correspondence:
III. COUNCIL COMMITTEE REPORTS: [A3 6-4]
   A. Finance Committee
   B. Community Development Committee
   C. Public Safety Committee
   D. Other Reports

IV. CONSENT AGENDA: [A3.6]
The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.
   B. Checks/Vouchers: Accounts Payable checks/vouchers #46533 and 46669 and wire transfer #2558682 in the amount of $1,262,538.02. Accounts Payable checks/vouchers #46670 thru #46674 in the amount of $4,000.00 for accounts receivable deposit refunds. Accounts Payable checks/vouchers #46675 in the amount of $7,349.80. [F4.9]
   C. Payroll: Payroll for February 1-15, 2007 for checks 25715-25750, including Deposits and Electronic Transfers in the amount of $318,431.16. [F4.9]
   D. AB07-43 – Ordinance D07-43 – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Forgiving The Debt Owed To The General Fund By The Parks CIP Fund Arising From Ordinance 1156. [F 4.7]
   E. AB07-44 – Ordinance D07-44 – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Ordinance 1156 Relating To Interfund Loans To Fund Immediately Needed Improvements To The Parks System. [F 4.7]

V. FINANCE COMMITTEE ISSUES:
   A. AB07-51 – Resolution 1660 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Agreement With Pierce County For A $3,000 Grant For The Missoula Children’s Theatre Event In July 2007. [F 5.3.9]
   B. AB07-56 – Resolution 1663 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Agreement With Pierce County For A $10,000 Grant For Senior Center Operations In 2007. [F 5.3.4]
C.  **AB07-55** – A Motion of the Bonney Lake City Council Authorizing A One Time Limited Cash-Out Of Accrued Compensatory Time, Vacation or Sick Leaves To Assist Individual Employees With The Transition In Payroll Dates. [A 4.1.7]

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:


IX. EXECUTIVE SESSION: Pursuant to RCW 42.30.110 the City Council may hold an executive session. If an executive session is held, the presiding officer shall publicly announce the purpose for convening the executive session and the time it will be concluded.

X. ADJOURNMENT

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA
PROCLAMATION

WHEREAS, Americans have a long history of rising to meet humanitarian challenges, and the American Red Cross is a leader in these efforts, with over a century of service for the Mount Rainier Chapter facing disasters of every scope and size with incredible compassion and courage; and

WHEREAS, From offering lifesaving training in first aid and CPR to providing emergency assistance and hope to families devastated by disaster, dedicated Red Cross employees and volunteers work countless hours to selflessly care for those in need and serve a greater cause; and

WHEREAS, the Red Cross serves as a lifeline for service members and military families by transmitting emergency messages for military families during a crisis and arranging for leaves allowing service members to provide support during a death or be at the bedside of a critically ill loved one; and

WHEREAS, During the recent heavy rains, flooding, windstorms, and power outages; the Mount Rainier Chapter worked with the City of Bonney Lake to provide safe shelter from the storm swiftly dispatching relief workers to provide immediate emergency assistance to those in need – opening shelters, serving warm meals, counseling survivors, distributing supplies, and helping people return to their homes; and

WHEREAS, In addition to these responsibilities, dedicated Red Cross volunteers and employees recently helped provide care for local families left homeless and devastated by fire. These good works provide hope and healing to those dealing with profound loss and demonstrate the character of the American Red Cross.

NOW, THEREFORE, I, Mayor Neil Johnson Jr. by virtue of the authority vested in me by the City of Bonney Lake, do hereby proclaim March 2007 as American Red Cross Month, and commend the efforts of American Red Cross Mount Rainier Chapter, and encourage local residents to donate their time, energy, talents and money to support this organization’s humanitarian mission.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Bonney Lake to be affixed this 27th day of February, 2007.

Neil Johnson Jr., Mayor
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: P&CD/Bob Leedy
Council/Wrkshp Mtg Date: 2/27/06
Agenda Item Number: AB 07-52

Ordinance Number: 
Resolution Number: 
Councilmember Sponsor:

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>2006 Budget Amount</th>
<th>Required Expenditure</th>
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<th>Remaining Balance</th>
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Explanation:

Agenda Subject: Public Hearing on Council Ward Redistricting

Administrative Recommendation: Hold Public Hearing

Background Summary: RCW 29A.76.010 requires that cities redistrict their Council Wards periodically, based on population information. Bonney Lake completed a redistricting process in 2002 following publication of the 2000 census population data. Since that time, the population distribution between wards has become very disparate due to several annexations and significant development activity in certain areas of the City.

Analysis of current population data indicates that certain wards have substantially more population than other wards. To comply with the intent of the RCW – keeping population between wards as equitable as possible – the City of Bonney Lake has initiated another redistricting process.

Several scenarios illustrating different ward boundaries/configurations will be presented at the public hearing, including one alternative for a 3-ward district and several alternatives for a 5-ward district. The proposed new ward boundaries result in a population differential between wards within approximately 150 people of one another.

After receiving testimony on the proposed new ward boundaries, Council shall take action approving one of the Council Ward Maps. In order to prepare for the next election, the Pierce Co. Elections office requests that the new ward boundaries be adopted by mid March.

Please see attached note.

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

Agency/Commission Dates: 
Planning Commission:
Design 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: 
Dept. Dir. Mayor: Date City Attorney reviewed
From: Shannon Mayfield
Sent: Wednesday, February 21, 2007 8:17 AM
To: Bob Leedy; Woody Edvalson; Deputy Mayor Daniel Swatman
Subject: Ag-bl/public hearing Redistricting

Attachments: ag-bl 07-52 council ward redistricting.doc
Attached is an agenda bill for the redistricting public hearing Tues 2/27. Feel free to revise as necessary. Al is planning to work at PC on Thurs and Friday to get the maps done - but we definitely won’t have anything ready for the council packets prior to the hearing. We can email pdf’s of the maps to show you in advance - then will bring display maps to the hearing.

Note to the Agenda Bill: The map is being tweaked as a result of discussion at the Council Retreat. That tweaking is a bit laborious and has to be done in Tacoma on Pierce County computers. For that reason, Al will not have the revised maps in time for distribution of the 2/27 packet.
Call to Order:
Mayor Johnson called the February 6th Council Workshop to order at 5:34 p.m.

Roll Call:
Also in attendance were Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble, and Councilmember Jim Rackley.

[Staff members attending were City Administrator Don Morrison, Planning and Community Development Director Bob Leedy, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Services Director Gary Leaf, Administrative Services Director / City Clerk Harwood Edvalson, Chief Finance Officer Wroe, City Attorney Jim Dionne, Planning Manager Steve Ladd, Associate Planner Heather Stinson, Executive Assistant Joel Thompson, and Records & Information Specialist Virginia Phelan.]

Mayor Johnson announced there is new information pertaining to items 1 and 2 and requested those items be moved to follow the Executive Session.

Deputy Mayor Swatman moved to amend the agenda to relocate items 1 and 2 to the end of the workshop. Councilmember Rackley seconded the motion.

Motion approved 7 – 0.

Agenda Items:


Planning Manager Steve Ladd addressed the Council with the background and purpose of the evening’s presentation. He said the Downtown Developers Group has been working on reassessing the Downtown Plan, which was initially prepared in 2000 and adopted in 2004. The group consists of local property owners, developers, staff and other interested persons. Awareness and support, he said, is essential to the success of the Downtown redevelopment. Planning Manager Ladd further explained the zoning for Downtown had been adopted in 2005 on an interim basis pending this reassessment. With a grant from the State and some monies from the general fund, the City was able to hire consultants to assist with rendering the economic
feasibility and the actual urban design options. He introduced the consultants, Kevin Grossman, President of Grossman Services, and Bob Bengford, a Partner for The Makers.

Mr. Grossman explained his role was to evaluate the economic feasibility of the Downtown Plan. His conclusion, he said, is that the time is right to implement the Plan. Demographics, traffic, high average income, high growth and more are all in line to make this a success. The major setback is that most of the City’s retail is already taken care of in Eastown. He said in order to make Downtown work well the City will need to create a sense of place, a demand for housing and commercial uses. He said the City currently has few options for young people and elderly looking for smaller homes or apartments. The Downtown will be a great opportunity to meet this demand and keep these people in the City.

Planning Manager Ladd said the Downtown Plan has not been to the Planning Commission yet, but is on track for a 2007 Comprehensive Plan amendment. He said they wanted to be sure Council had a chance to review the plan before their retreat. He then gave the floor to Mr. Bengford who showed a PowerPoint presentation with 3D models of possible downtown layouts. The strip of 184th between Hwy 410 and Old Sumner-Buckley Hwy is going to be the spine of Downtown, Mr. Bengford explained, and the heart will be the Central Plaza. The Central Plaza will be a gathering place and the center of retail activity, which will work best if it has active uses on the fringe. He suggested the Central Plaza would be a good place for tree lighting ceremonies and other seasonal events which would bring the community together. Additionally, Downtown will have a retail core, which is planned to be within the triangle formed by 184th, Old Sumner-Buckley Hwy and Hwy 410.

Mr. Bengford went into detail on the various parts of Downtown, describing the North Downtown area as being north of Old Sumner-Buckley Hwy, the Civic Campus as being in the Central Plaza in the middle of main street or in Southern Downtown, and Southern Downtown as providing minor infill development and possible large scale apartment buildings. Planning Manager Ladd described the steps which will have to occur to bring this Downtown Plan to fruition: land assembly, a Civic Center, parking, the 184th Ave. extension, and a regional stormwater facility, also a SEPA environmental review for the entire Downtown so fast track permitting could be done on individual development projects as they arise, and reduced impact fees. Council discussed the value and possible implementation of these steps in detail. Planning Manager Ladd then introduced members of the Downtown Developers Group, who had requested to speak.

Ken Freed, owner of Windermere Realty, warned Council that it will be difficult to get property owners to buy into this vision. He said many of the properties are ready to be developed, but the threat is that they will sell to new businesses coming in before the Plan is official. He said there needs to be a proactive approach to convincing the property owners to wait for the Downtown Plan before redeveloping and a business atmosphere needs to be created, which will make them want to participate. There was some discussion on the difficulties Bonney Lake will have developing Downtown compared with the experiences of other cities.

Angela Wingate, Governmental Affairs Manager for Investco Financial Corporation, stressed the need for the City to identify and plant the crucial seed which will give the Downtown something from which to grow. She said a lot of the success of the Plan relies on pedestrian activities and finding a way to bring the people together into a community.

Winona Jacobsen, Planning Commissioner, encouraged maintaining an environmentally conscious community and taking advantage of the natural scenery. Bonney Lake deserves an identity, she said, and this vision should not be sacrificed. She asked Council to consider a public
survey of what businesses and services people want Downtown, in order to get the citizens excited and involved in development.

Michelle Gunn, owner of Michelle’s Studio of Dance, said the timeline on the Downtown project needs to be shortened. She stressed the importance of community parking, citing the parking problems which exist in that area already. She encouraged the placement of a light on 184th and asked the City not to consider punching through 186th, but rather direct traffic over to 188th. Ms. Gunn also said the City needs to lower the impact fees and give people an incentive to develop in that area. It would be best if the City did the road improvements, sidewalks, and street trees all at once, she added.

Dave Enslow, Jr., landowner, said this Plan would require a great deal of political will on the part of the Mayor and Council. He said the developers will not come in and do this on their own. Another land owner, Roland Jankelson, said this redevelopment would be very difficult to accomplish. He reminded Council that most of the land in Downtown is already developed and making money for the landowners. He went on to say structured parking is important, despite the initial cost and residential density will be key to the success of businesses coming in to the Downtown. Mr. Jankelson reiterated the point of Planning Manager Ladd, Mr. Grossman, and Ms. Gunn who stressed the need for reduced impact fees. He elaborated that Downtown needs to be competitive, because otherwise, developers will build elsewhere.

Deputy Mayor Swatman said there are a lot of things the City can do to make this plan work, 184th extension for example, but the proposed retail core will be difficult in which to get control. Councilmember DeLeo suggested developing the triangle, then encouraging businesses to the East of 184th to move into the triangle, freeing up land they had been occupying, which would then allow the City to develop that portion. Deputy Mayor Swatman said the parking is going to be expensive to implement, but the time is right and Council is going to have to make many significant decisions about this area so as not to waste this opportunity.

Mr. Grossman offered two last items of advice. He said the City needs to be vocal about this plan and they need to start redeveloping the Downtown right away to improve the tax base so there will be money to pay for the parking lots and other things the City wishes to install. He explained it will be much cheaper to do the roads, sidewalks, and other major pieces simultaneously than little by little. Mr. Bengford encouraged Council to consider the two options for the Civic Center he had shown earlier, as well as creating alternatives. He said the land the City owns in southern Downtown will be a tremendous asset.

Councilmember Bowen moved for a ten minute break at 7:10 p.m. Councilmember Rackley seconded the motion.

Motion approved 7 – 0.

The meeting reconvened at 7:28 p.m.

2. Presentation: AB07-39 – Future Water Supply Options

Public Works Director Grigsby introduced Jeff Taylor and Gene Peterson from RH2 who had prepared a report on future water supply options for the City. Mr. Taylor said one of the best things which came out of this process is increased competition between Tacoma and Lakewood to provide water for the City of Bonney Lake. He said the problem is the suppliers are all looking to
sell as much water as possible year round, whereas Bonney Lake only wants a little at certain times. The advantage of Tacoma Water, he explained, is the simplicity. There is not much infrastructure needed to be built. The downside is the fluoride and the fact that it is surface water. Lakewood Water, on the other hand, is cheaper, but will require a costly transmission main from Lakewood to Bonney Lake. Membership in the Cascade Water Alliance is a large expense with little benefit, Mr. Taylor explained, and they do not seem interested in having Bonney Lake join.

Councilmember DeLeo asked if there are water providers between Lakewood and Bonney Lake who may be willing to buy into the line. Mr. Taylor affirmed that it would be a possibility. Councilmember Rackley asked the time period the current water supply should last and about the effects of global warming on water supplies. Mr. Peterson said assuming average use it should be good until 2015, but the comprehensive plan requires additional supplies be located. In regards to potential global warming, he said experts predict the Puget Sound area will get increased precipitation.

Mr. Taylor said Tacoma is ready to commit to selling water, but they cite an unusual circumstance which must be addressed. In the event committed capacities are reached at the 214th facility, the City would have to get water from their McMillan facility. He said this is a very rare circumstance and unworthy of worry. Mr. Taylor explained the costs of getting Tacoma Water now are marginal, but getting Lakewood water now will be expensive. Council discussed the possibility of sharing lines with other local cities to avoid the various obstacles, train tracks, rivers, etc., in the path of Lakewood to Bonney Lake. Of particular interest was the option of using Tacoma’s line to transmit Lakewood water. Mr. Peterson discussed with Council additional downsides of membership with CWA, the right of way costs between Lakewood and Bonney Lake and the Peaking Storage Facility.

Noting the late hour, Mayor Johnson said items 7 and 8 needed to be moved to the Council Retreat and item 9 needed to be tabled.

3. Council Open Discussion:

Retreat.
Councilmember DeLeo asked that the agenda for the retreat be made available to the members of the Downtown Developers Group so they can attend the portion of the meeting where Council discusses the Downtown Plan.

Robert Ceola.
Councilmember Rackley announced Robert Ceola is in St. Joseph’s hospital with cancer and will be released tomorrow.

Nuisance Building.
Councilmember King said there was a hearing on the 5th of February regarding the distressed building on the corner of Locust and Bonney Lake Blvd. He expressed hope that a decision would soon be reached by the Hearing Examiner and thanked staff for pursing abatement of the property for so long.

Recent Annexation.
Deputy Mayor Swatman asked the Public Works Department to look into the problem with the intersection at Kelly Lake and Rhodes Lake Road. He said the intersection is very dark and needs a street light. Director Grigsby responded he has previously been discussing the new annexation
areas with Puget Sound Energy and is waiting for information from them before moving forward with addressing the lighting problems. He has also received questions pertaining to installation of sidewalks.

Michelle’s Studio of Dance
Mayor Johnson announced the Better Business Bureau had recently found Michelle’s Studio of Dance to be a top business within the states of Washington, Alaska, and Oregon. He said it was judged on outstanding customer service, community involvement and innovative technology. He congratulated Michelle Gunn and said it is nice when a local business gets recognition and hopes this award will promote friendly competition among other local businesses.

WiFi Workshop
Councilmember Rackley said there is a WiFi workshop on February 7th sponsored by the Rainier Cable Commission. He said he and the City Administrator will be attending.

AWC
Councilmember King reminded the others to get their RSVP in for the AWC conference. Mayor Johnson confirmed everyone had their invitations.

PCRC
City Clerk Edvalson said he had been contacted by the Pierce County Regional Council who wanted confirmation on the City’s representatives. He said the primary representative is Councilmember King, but there is no secondary representative. Councilmember Rackley volunteered. Councilmember King said the PCRC is a wonderful opportunity to work with other local Mayors and Councilmembers on topics which usually end up before the Puget Sound Regional Council.


Councilmember DeLeo asked that the first paragraph on page 6, item b include the words “pertaining to water rates” in the title of Ordinance 1220. Councilmember King pointed out the related action is written as if he had both made and seconded the same motion.

5. Discussion: AB07-07 — Ord. D07-07 — Housekeeping Ordinance To Fix Problems With Development Regulations

6. Discussion: AB07-25 — Transportation Impact Fee Issues

7. Discussion: AB07-33 — Citizen Input to Cultural Arts Programming

8. Executive Session: Pursuant to RCW 42.30.110(1)(b) & RCW 42.30.110(1)(i) Mayor Johnson called an executive session at 8:20 p.m. to discuss property acquisition for 20 minutes and litigation for 10 minutes.

The meeting reconvened at 8:41 p.m. City Clerk Edvalson announced for the record that he had alerted everyone in attendance that the meeting would reconvene early.
9. Action: [Tabled from 01/16/07] AB07-34 (AB06-384) – A Motion Of The Bonney Lake City Council Approving The Revised Preliminary Plat For Orchard Grove II Subject To The Recommended Conditions Of The Hearings Examiner. [A3.6.10][O 3.7.1]

Councilmember Rackley moved to approve the preliminary plat for Orchard Grove II, Deputy Mayor Swatman seconded the motion.

Planning & Community Development Director Leedy explained that this item and the one following it were put on the agenda at the request of the owner. He said modifications were made to the Preliminary Plat to conform to the resolution passed by Council. The Staff recommends approval of the plat as resubmitted.

Raymond Frey, Developer of Orchard Grove, said he has resubmitted Orchard Grove II which is a completely separate plat from the Final Plat for Orchard Grove I. He said to the best of his knowledge it is now in compliance. Councilmember King noted that the only change to the agenda materials was a revised map. Director Leedy said the lines were redrawn on the map so only those lots which are part of the plat would be included. He said the density is now exactly 5 units to the acre.

Motion approved 7 – 0.

10. Action: AB07-35 - A Motion Of The Bonney Lake City Council Granting Approval Of The Final Plat For Orchard Grove I Located At 84th St. E And 183rd Ave. E. [A3.6.10][O 3.7.2]

Councilmember Rackley moved to approve the final plat for Orchard Grove I, Deputy Mayor Swatman seconded the motion.

Motion approved 7 – 0.

11. Adjournment

Deputy Mayor Swatman moved to adjourn the workshop at 8:47 p.m. Councilmember Noble seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.

Items submitted to the Council Meeting of February 6, 2007:
City of Bonney Lake – *Downtown Plan element of Comprehensive Plan* – Planning Manager Steve Ladd.
CALL TO ORDER – Mayor Johnson called the meeting to order at 7:00 p.m.

A. Flag Salute – Mayor Johnson led the audience in the Pledge of Allegiance.

B. Roll Call [A13]

City Clerk Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble and Councilmember Jim Rackley.

Staff members present were City Administrator Don Morrison, Planning & Community Development Director Bob Leedy, Public Works Director Dan Grigsby, Administrative Services Director/City Clerk Harwood Edvalson, Chief Financial Officer Beth Anne Wroe, Police Chief Mike Mitchell, Judge James Helbling, Court Administrator Kathy Seymour, City Attorney Jeff Ganson, City Attorney Kathleen Haggard and Records & Information Specialist Virginia Phelan.

C. Announcements, Appointments and Presentations [A3 6 9]

1. Announcements: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE

A. Public Hearings:

1. **AB07-23 – Resolution 1647** – Latecomers Agreement for High Country Homes.
Mayor Johnson declared the meeting open at 7:01 p.m. There being no speakers, he closed the hearing at 7:01 p.m.

B. Citizen Comments:

Brent Hoff, City Employee, said he has worked for the City full time for 9 years and off and on part time for many years prior. He went on to say it is unusual for him to come to a Council meeting unless there is a very good reason. In this case, he said, he was coming before the Council to express his concern over the new pay schedule the City is about to implement. Mr. Hoff said payroll and human resources had promised help for employees as they dealt with the transition and the initial delay of wages, but now he feels they are retracting this offer. He said this change will cause a financial burden on many families and he wanted to make this problem known, as it appears it is being ignored.

Mayor Johnson inquired about a draw on the delayed check. Chief Financial Officer Beth Anne Wroe explained there would be an available draw on the 15th of the month of March for those who could not wait until the 22nd for their full paycheck. She said the balance would then be paid on the 22nd and the next paycheck would be on the 7th of April.

Mr. Hoff said the problem with this arrangement is that the delay between checks is so long, no matter how you divide it, it will not stretch out sufficiently. He said he knows this was negotiated in the new union contract, but realistically only about half of the union members voted on the contract and barely a majority of those voting passed it. He estimated about 75% of the employees were unhappy with this change.

City Administrator Don Morrison explained why the change in pay dates is being implemented. He described some of the problems the current policy creates and said this change will be a big improvement, but the problem is the transition time between the old way and the new. Mr. Morrison said there had been a lot of discussion on this topic during union negotiations and this was the final outcome. Mayor Johnson recommended individuals who foresee an undue burden meet with their supervisor, the CFO, the City Administrator and/ or himself and work out methods for easing this transition. He said he did not realize there were any problems and now that it has come to his attention he will be sure it is addressed for any one with special circumstances. Discussion was had on the possibility of allowing employees to cash out some vacation or their floating holiday.

Gregg Ridge, City Employee, said he has worked for the City for 28 years. He said seven days is excessively long and payroll can be done much more quickly than that. He went on to say in the past there has not been problems doing things the way they are currently done, as long as employees have sick leave and vacation to cover the extra week.
Eric Smith, City Employee, said he has worked for the City’s Public Works Department for 9 years. He explained that the first time this plan to change pay dates was broached with he and his fellow union employees, they were told Payroll would work with them to contact mortgage companies and other creditors. More recently, he went on, they were told they would not be given help and would have to work these things out alone. He said this change in attitude made many employees upset.

Mayor Johnson asked CFO Wroe what assistance the City had offered. She said she was not aware of what was stated initially, but she was under the impression the City would provide a letter for employees to give their creditors regarding new pay dates and they would also make sure employees had access to the Employee Assistance Program.

Shawn Griffin, City Employee, said he has worked for the City for 12 years. He recalled times past when the City had tried to change the pay dates and had to revert back because it was too much of a hardship. He explained his frustration with trying to get honest help and explanations regarding these changes. Mr. Griffin said the letter provided by Human Resources is essentially useless and recommended changing the transition time to minimize time between paychecks by delaying the February 28th check until March 7th.

CFO Wroe explained, in detail, some of the accounting problems associated with the current pay policy. Mr. Griffin said communication needs to be improved so people are not in the dark as to the reasons for the change and so employees do not feel as if they are being lied to. Mayor Johnson said he needs to know what was originally promised so he can make it happen. He added there will be meetings scheduled with the supervisors so everyone is on the same page. There was general discussion about alternative options for dealing with the pay transition, as well as ideas from other cities.

Jerry Revelee, City Employee, said he has worked for the City for 32 years and wanted to add that he spoke to his loan officer, who told him the only way they would change his due date would be if he refinanced. He said this change is causing an undue burden on City Employees.

Mike Berand, 6711 West Tapps Highway E., said he addressed Council a month ago about the noise on the lake from boats. It is mainly boats launched at Allan Yorke Park after hours, he said. He said he has spoken to Chief Mitchell, who does not believe the current noise ordinance will be enforceable. Mr. Berand asked that this ordinance be reworded to become enforceable and that Council work with the Police Department to ensure there are patrols on the Lake after the launch closes.
Councilmember King inquired about the ordinance, stating it had been revised recently. Chief Mitchell explained the ordinance still does not cover noise from boat exhaust. Council conceded to rework the ordinance and it was suggested they add exhaust noise from cars, as well. Councilmember King added that the new bollard system planned for the boat launch will prevent after hours launching onto the Lake.

Margaret Duggan, 10105 199th Ave E., said she is concerned about the newest version of the Lowe’s proposal. She said she suspects the house to the North will not meet set back requirements if a driveway to Lowe’s is installed. She also stated she does not understand how a driveway, which will only be used for commercial purposes, can exist in a residentially zoned area. Ms. Duggan said they should have to rezone. Also, she said, their plan to remove a house belonging to the Brookwater Homeowner’s Association for the driveway will violate many civil rules and it is not something the City should approve. Planning and Community Development Director Leedy said because it is a Type III permit the City views it administratively and he agreed about the house removal being a civil issue. He also offered to meet with and explain to her the reason for the allowance of a residentially zoned driveway accessing a commercial property.

Don Sangesand, 5616 195th Pl. E., said he was criticized at the last council meeting about the Ball Park Well. He said the City keeps saying the filtration cost $3 million, when in fact it costs $1.5 million. The remaining $1.5 million went to water mains. He went on to say $1.5 million is too much to spend on something which does not even remove the bad taste and smell from the water. Mr. Sangesand felt the new water storage tank in Eastern Bonney Lake was built for the benefit of developers and rich people, while citizens such as himself, have to deal with the bad water from the Ball Park Well. He also noted he recently read that the City had pumped 1.3 billion gallons of water in 2006 and with figures like that he cannot see any reason why the City would have to use the Ball Park Well at all. He concluded by commenting on the irony of the City thinking he is ignorant when he attended the Downtown presentation where the City paid consultants to develop a Downtown Plan, who do not properly spell the word library.

Deputy Mayor Swatman commented he had once calculated the amount of water the City uses in a year and it equates to filling Lake Tapps with two inches of water. Councilmember Hamilton asked Mr. Sangesand how his water has tasted lately. He replied it is adequate, but he anticipates the Ball Park Well will be started again and he does not see why.

C. Correspondence: None.
III. COUNCIL COMMITTEE REPORTS:
[A3.6.4]

A. Finance Committee
Deputy Mayor Swatman said the Finance Committee met twice since the last Council Meeting. On the evening of January 30th, they discussed:
1. Netversant contract for the Boat Launch Bollard;
2. Resolution 1637 – an agreement with Qwest; and
And on the Evening of February 13th they discussed:
1. The Boat Launch scenario;
2. Park Debt Restructuring Ordinance;
3. Sewer Grinder Pumps;
4. Utility Rates for Outside Customers;
5. Sub-metering Billing Ordinance for apartments and things; and
6. Photo Enforcement Revenue Discussion.

B. Community Development Committee
Councilmember Rackley said the Community Development Committee met on February 12th and discussed the Stream Team contract, which would be forwarded to Council with the CDC’s recommendation for passage.

C. Public Safety Committee
Councilmember DeLeo said the Public Safety Committee had not met since the last Council meeting.

D. Other Reports:

Rainier Communication Commission.
Councilmember Rackley said he attended the recent RCC meeting on WIFI and Steilacoom’s pilot project is moving forward.

Lake Tapps Community Council.
Deputy Mayor Swatman asked if the other Councilmembers had received information from the Lake Tapps Community Council. He explained the document he was given is fairly accurate regarding water rights arbitration, but they tried to tie the Lake to sources from Bonney Lake water. He said there are meetings forthcoming and if anyone would like to participate there is more information available. He added the legislation is severely seeking the water right, but Muckleshoot and Auburn are fighting it.

Pierce County Regional Council.
Councilmember King reminded Council about the annual general membership meeting at 7:00 p.m. February 15th. He said there is a door prize for the largest attendance from any municipality.

Robert Ceola.
Mayor Johnson alerted Council that Robert Ceola had been readmitted to St. Joseph’s hospital recently, but was released yesterday.

Legislative Day.
Mayor Johnson reminded Council that Thursday is the City’s Legislative Day in Olympia. He said they have five or six meetings aligned with legislators and he has copies of the schedule for anyone who wishes to attend.

8:06:10  IV. CONSENT AGENDA: [A3.6]


B. Checks/Vouchers: 2006 Expenditures - Accounts Payable checks/vouchers #46286 and #46288 thru #46344 in the amount of $555,074.49.

2007 Expenditures - Accounts Payable checks/vouchers #46287 and #46345 thru #46448 in the amount of $690,307.13. Accounts Payable checks/vouchers #46449 thru #46526 in the amount of $7,335.93 for utility refunds. Accounts Payable checks/vouchers #46527 thru #46532 in the amount of $2,322.43 for accounts receivable deposit refunds. [F.4.9]

C. Payroll: Payroll for January 16-31, 2007 for checks 25672-25713, including Deposits and Electronic Transfers in the amount of $433,407.28. [F.4.9]

D. AB07-12 – D06-340 [Ordinance 1223] – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 1.12 Of The Bonney Lake Municipal Code And Ordinance Nos. 1118, 1030, 923, 816, 648, 556, And 388 Relating To Designation Of City Council Ward 5 Boundaries. [A 3.5.5] [A 1.1.3]

E. AB07-15 – Resolution 1637 – A Resolution Of The City Council Of The City Of Bonney Lake, Washington State Department Of Information Services, Authorizing A Service Level Agreement With QWEST For IGN Access Via A QWEST DSL Service For $142.30 Per Month And One-Time Install & Equipment Fee In The Amount Of $731.82 For A Minimum Subscriber Service Term Of 12 Months With Term Beginning On Date Of Service Installation March 1st 2007. [A 2.1]


Councilmember Rackley moved to approve the Consent Agenda. Councilmember Bowen seconded the motion.

Motion approved 7 – 0.
V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

A. AB07-47 – D07-47 [Ordinance 1224] - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Acquisition Of Property By Purchase Or Condemnation. [A.3; 13.3.3]

Councilmember Rackley moved to approve Ordinance 1224 [D07-47].
Deputy Mayor Swatman seconded the motion.

Deputy Mayor Swatman explained the ordinance was created so the City could continue the 184th connection. He said this has been a plan for many years and hopefully this will allow the City to negotiate a settlement with the homeowner so condemnation does not become necessary. He said this is mainly a tool for the resident because it allows them certain tax breaks if they have proof they were forced to sell. He added that the City cannot solve all the problems facing Downtown development alone and the Downtown Developers Group will need to drive much of the other aspects of the redevelopment.

Councilmember Hamilton said condemnation is the last resort and he hopes the City will be able to negotiate a fair deal. Councilmember Rackley said he is normally against condemnation, but in the case of roads it is sometimes necessary. He said citizens in the West part of town will not be able to head East on Hwy 410 without the 184th connection.

Motion approved 7 – 0.


Councilmember Noble moved to approve Resolution 1653. Deputy Mayor Swatman seconded the motion.

Councilmember King said he is glad this resolution has come forward. He said he believes this system will help the City control the capacity of the Lake in terms of how many recreational boats can be on it during the peak season. Councilmember
King added that this probably will not be a revenue generator, because it is really about safety. He recommended maximum publicity on the new boat launch system so people may be prepared and understand it in advance of using it.

Deputy Mayor Swatman agreed, saying it is a work in progress as far as the logistics are concerned, but it requires immediate action to procure the hardware. Carol Ujick and Leota Musgrave, from the Park Board, inquired as to who will fix the system if it breaks down or malfunctions. Deputy Mayor Swatman said there would be someone there to help. The reason for the automated system is to eliminate after hours launching and the risk of theft, which occurs when people are paying in cash. There was discussion on whether this contract had been initiated by the Park Board or staff and why bollards were chosen.

Mayor Johnson said this system would allow the Police to control access to the Lake. Councilmember Bowen expressed concern about authorizing a contract for a system which was not thoroughly planned out. Councilmember King said many high security places, as well as other boat launches, use this technology to control entrance. Councilmember DeLeo said the North Lake Tapps Park has a gate to control access to the Lake and Allan Yorke Park needs to have something too.

Motion approved 6 – 1. 
Councilmember Bowen voted no.

C. AB07-41 – A Motion Of The Bonney Lake City Council Granting Approval Of The Stone Creek Preliminary Plat Subject To The Conditions Recommended By The Hearing Examiner; And With The Added Condition That Lots 1-4 Share A Common Access Easement Of 20 Feet, And Access To Lots 1 And 4 Be From Said Easement. [A 3-5 16]

Councilmember Hamilton moved to approve the Stone Creek preliminary plat. Councilmember Bowen seconded the motion.

Deputy Mayor Swatman said the Municipal Code specifically says possible lots shall be designated to access from local streets, but the 4 flag lots all access 214th. He said this is a very dangerous plan because 214th is a high speed arterial. In response to questioning from Councilmember Rackley, Director Leedy pointed out the differences between the original lot layout and the new one. He said the developer had to add lots in order to meet the density requirement, thus the retention pond was removed and replaced with the lots in question.

Councilmember Rackley said he did not want to be responsible for allowing creation of such a dangerous situation. Deputy Mayor Swatman suggested trying to allow a variance for the density requirement. City Attorney Ganson said changes would ultimately require the Hearing Examiner again.
Councilmember Rackley moved to table the preliminary plat for a week. Deputy Mayor SWATMAN seconded the motion.

Motion approved 4–2.
Councilmembers Hamilton and King voted no. Councilmember Noble was absent for the vote.

IX. EXECUTIVE SESSION: Pursuant to RCW 42.30.110(1)(i) the City Council adjourned to Executive Session at 8:41 p.m. for 30 minutes to discuss litigation. At 9:12 p.m. they extended the executive session for 5 minutes. The regular Council meeting reconvened at 9:18 p.m.

X. ADJOURNMENT

At 9:18 p.m., Councilmember Bowen moved to adjourn the meeting. Councilmember Rackley seconded.

Motion approved 7–0.

Harwood T. Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.
ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS

02/27/2007

Accounts Payable checks/vouchers #46533 and 46669 and wire transfer #2558682 in the amount of $1,262,538.02.

Accounts Payable checks/vouchers #46670 thru #46674 in the amount of $4,000.00 for accounts receivable deposit refunds.

Accounts Payable checks/vouchers #46675 in the amount of $7,349.80.
PAYROLL CERTIFICATION
2007

Payroll for February 1-15, 2007 for checks 25715-25750, including Deposits and Electronic Transfers in the amount of $318,431.16.
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

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<td>Executive-OFS/ Beth Anne Wroe, CFO</td>
<td>February 27, 2007</td>
<td>AB07-43</td>
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<th>Ordinance Number:</th>
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**BUDGET INFORMATION**

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**Explanation:** Funds included in 2007 Budget for the repayment of debt service would not be necessary and would reduce the Parks CIP expenditure budget by $245,733. Interest revenue of $125,337 to the General Fund was not included in the 2007 General Fund Revenues.

**Agenda Subject:** Ordinance to forgive the debt owed to the General Fund by the Parks CIP Fund arising from Ordinance 1156

**Administrative Recommendation:** Approve ordinance.

**Background Summary:**

Ordinance No. 1156 provided for an interfund loan from the General Fund to Park Impact Fee Fund, which was later closed per 2006 Budget Revision and activities moved to the Parks CIP Fund. The interfund loan was to facilitate financing of park improvements and to ensure adequate levels of parks service within the City consistent with the City’s comprehensive plan. As a result, of changes in the funding strategy since this interfund loan was created, the City wishes to forgive the remaining principle balance of $1,519,237 owed from the Parks CIP Fund to the General Fund.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
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<th>Board/Hearing Examiner Dates:</th>
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<td>Council Workshop:</td>
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</table>

**Council Action:**

Council Call for Hearing:  
Council Hearings Date:

Council Referred Back to:  Workshop:  Committee

Council Tabled Until:  Council Meeting Dates:

**Signatures:**

Dep't Dir  
Mayor  
Date City Attorney reviewed 2/9/07

G:users/everyone/ag-bi/AGBL1
DATE: 2-13-07

ORIGINATOR: Beth Anne Wroe  TITLE: Chief Financial Officer

SUBJECT/DISCUSSION: Ordinance to forgive the debt owed to the General Fund by the Parks CIP Fund arising from Ordinance 1156
Ordinance #1156 provided for an interfund loan from the General Fund to Parks CIP Fund to facilitate financing of park improvements and to ensure adequate levels of parks service within the City consistent with the City’s comprehensive plan.
As a result of changes in the funding strategy since this interfund loan was created, the City wishes to forgive the remaining principle balance of $1,519,237 on the interfund loan.

ORDINANCE/RESOLUTION: Ordinance #D07-43

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Approve ordinance

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

BUDGETED ITEM: Yes
(Note: If budgeted item, attach copy of budget page and identify)

<table>
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<tr>
<th>2007 Budget Amount</th>
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Explanation: Funds included in the 2007 Budget for repayment debt service would not be necessary and would reduce the Parks CIP expenditure budget by $245,733. Interest revenue of $125,337 to the General Fund was not included in the 2007 General Fund revenues.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Dan Swatman, Chair, Finance
DATE 2-12-07
APPROVED

Phil DeLeo, Chair, Public Safety
2-13-07

James Rackley, Chair, CDC
2-13-07

COMMITTEE COMMENTS: ________________________________

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

Please schedule for Council Meeting date of: February 27, 2007
ORDINANCE NO. D07-43

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, FORGIVING THE DEBT OWED TO THE GENERAL FUND BY THE PARKS CIP FUND ARISING FROM ORDINANCE 1156.

WHEREAS, the City Council in Ordinance 1156 authorized an interfund loan of $1,630,457 from the General Fund to the Parks Impact Fund;

WHEREAS, a payment of $245,733 at an interest rate of 8.25% was made by the Parks CIP Fund to the General Fund on August 1, 2006; and

WHEREAS, as a result of changes in the funding strategy since this interfund loan was created, the City wishes to forgive the remaining principal balance of $1,519,237 on the interfund loan;

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

Section 1. The remaining balance of the interfund loan between the General Fund and the Parks CIP Fund established in Ordinance 1156 to fund improvements to the park system is forgiven and shall be deemed paid in full.

Section 2. This Ordinance concerns powers vested solely in the Council, it is not subject to referendum, and shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor this ___th day of_______, 2007.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

Department/Staff Contact: Executive-OFS/
Beth Anne Wroe, CFO

Council Meeting Date: February 27, 2007

Agenda Item Number: AB07-44

Ordinance Number: D07-44

Resolution Number:

Councilmember Sponsor:

**BUDGET INFORMATION**

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**Explanation:** Funds included in the 2007 Budget for repayment of debt service would be reduced by $38,563 for a lower interest expense, as well as, the corresponding interest revenue in the Sewer Fund would change from $140,000 to an estimated $91,565 for a reduction of $48,435.

**Agenda Subject:** Ordinance amending Ordinance No. 1156 relating to interfund loans – modify the repayment terms to reflect the opportunity cost of the loan to the lending fund and to provide greater flexibility for repayment of principal and interest.

**Administrative Recommendation:** Approve ordinance.

**Background Summary:**

Ordinance No. 1156 provided for an interfund loan from the Sewer Fund to Park Impact Fee Fund, which was later closed per 2006 Budget Revision and activities moved to the Parks CIP Fund. The interfund loan was to facilitate financing of park improvements and to ensure adequate levels of parks service within the City consistent with the City’s comprehensive plan.

The City wishes to modify the repayment terms of this interfund loan to reflect the opportunity cost of the loan to the lending fund and to provide greater flexibility for repayment of principal and interest on the loan.

**Council Committee Dates:**

| Finance Committee:
| 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:
| Council Tabled Until:

| Council Hearings Date:
| Workshop:
| Committee:

**Signatures:**

| Mayor:
| Date City Attorney reviewed: 2/9/07
DATE: 2-13-07

ORIGINATOR: Beth Anne Wroe       TITLE: Chief Financial Officer

SUBJECT/DISCUSSION: Ordinance amending Ordinance #1156 relating to interfund loans to fund immediately needed improvements to the parks system.

Ordinance #1156 provided for an interfund loan from the Sewer Fund to Parks Impact Fee Fund to facilitate financing of park improvements and to ensure adequate levels of parks service within the City consistent with the City’s comprehensive plan.

The City wishes to modify the repayment terms of this interfund loan to reflect the opportunity cost of the loan to the lending fund and to provide greater flexibility for repayment of principal and interest on the loan.

ORDINANCE/RESOLUTION: Ordinance #D07-44

REQUEST OR RECOMMENDATION BY ORIGINATOR:

Approve ordinance

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR

FINANCE DIRECTOR YES
CITY ATTORNEY YES

BUDGETED ITEM: Yes
(Budget Information: Total Cost: $0
(Note: If budgeted item, attach copy of budget page and identify)

<table>
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Explanation: Funds included in the 2007 Budget for repayment debt service would be reduced by $38,563 for lower interest expense, as well as, the corresponding interest revenue in the Sewer Fund would change from $140,000 to an estimated $91,565 for a reduction of $48,435.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Date                Approved               Disapproved
Dan Swatman, Chair, Finance 2-13-07                
Phil DeLeo, Chair, Public Safety 2-13-07       
James Rackley, Chair, CDC 2-13-07                

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: February 27, 2007
ORDINANCE NO. D07-44

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING ORDINANCE 1156 RELATING TO INTERFUND LOANS TO FUND IMMEDIATELY NEEDED IMPROVEMENTS TO THE PARKS SYSTEM.

WHEREAS, the City Council in Ordinance 1156 authorized an interfund loan of $1,965,376 from the Sewer Fund to the Parks Impact Fee Fund; and

WHEREAS, the City wishes to modify the repayment terms of this interfund loan to reflect the opportunity cost of the loan to the lending Funds and to provide greater flexibility for repayment of principal and interest on the loan;

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

Section 1. Section 2 of Ordinance 1156 is amended to read as follows:

There shall be a loan from the Sewer Fund to the Park Impact Fee Fund in the amount of $1,965,376.00 which sum shall be used to pay for costs associated with the condemnation of the Allan Yorke Park Addition. This interfund loan shall be repaid in ten annual installments from park impact fee revenues funds available in the Park Capital Improvement Fund over the next ten years at an annual interest rate of the prime rate equal to the average interest rate earned by the City on the investment of funds in the Washington State Office of State Treasurer’s Local Government Investment Fund over the twelve-month period ending July 31 prior to each payment date, provided that the interfund loan may be repaid earlier if funds are available therefor.

Section 2. This Ordinance concerns powers vested solely in the Council, it is not subject to referendum, and shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor this ___ th day of______, 2007.

__________________________
Neil Johnson, Mayor

ATTEST:

__________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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Agenda Subject:
Scope of Work for 2007 Stream Team between the Pierce Conservation District and the City of Bonney Lake.

Administrative Recommendation:

Background Summary: Approve funding for 2007 Stream Team and Scope of Work between the Pierce Conservation District and the City of Bonney Lake.

The Pierce Conservation District’s Stream Team Program is sponsored by the City of Bonney Lake, City of Sumner and City of Fife, including surrounding cities contributing to Stream Team through assessment funds.

The purpose of the Stream Team program is to 1) Involve citizens in observing, monitoring, recording and report stream and lake conditions; 2) Create a community information exchange that will increase awareness of how our activities affect water resources; 3) Improve water quality through direct citizen involvement; 4) Motivate the public to change their habits for the sake of fish and wildlife; and 5) Provide useful data to resource agencies.

Council Committee Dates:          Commission Dates:          Board/Hearing Examiner Dates:
Finance Committee:                Planning Commission:          Park Board:
Public Safety Committee:          Civil Service Commission:      Hearing Examiner:
Community Development & Planning Committee:
Council Workshop:

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

Signatures:
Dept. Dir. [Signature]           Mayor [Signature]          Date City Attorney reviewed
COMMUNITY DEVELOPMENT COMMITTEE

DATE: FEBRUARY 12, 2007

ORIGINATOR: John Woodcock TITLE: City Engineer

SUBJECT/DISCUSION: Scope of Work for 2007 Stream Team between the Pierce Conservation District and the City of Bonney Lake.

The Pierce Conservation District's Stream Team Program is sponsored by the City of Bonney lake, City of Sumner and City of Fife, including surround cities contributing to Stream Team through assessment funds.

The purpose of the Stream Team program is to 1) Involve citizens in observing, monitoring and report stream and lake conditions; 2) Create a community information exchange that will increase awareness of how our activities affect water resources; 3) Improve water quality through direct citizen involvement; 4) Motivate the public to change to change their habits for the sake of fish and wildlife; and 5) Provide useful data to resource agencies.

ORDINANCE/RESOLUTION # 1654

REQUEST OR RECOMMENDATION BY ORIGINATOR:

Approve funding for 2007 Stream Team and Scope of Work between the Pierce Conservation District and the City of Bonney Lake.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE

FINANCE DIRECTOR ______________ CITY ATTORNEY ______________

BUDGETED ITEM:

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COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

DATE APPROVED DISAPPROVED

James Rackley, Chairperson 2-12-07

Mark Hamilton 2-12-07

David Bowen 2-12-07

COMMITTEE COMMENTS:

COMMITTEE’S RECOMMENDATION TO FORWARD TO:

CITY CLERK CITY ATTORNEY

Please schedule for Council Meeting date of: February 27, 2007

Consent Agenda: □ Yes □ NO
RESOLUTION NO. 1654

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING FUNDING FOR 2007 PIERCE CONSERVATION DISTRICT STREAM TEAM PROGRAM.

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 27th day of February, 2007.

__________________________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________________________
James Dionne, City Attorney
INTERLOCAL AGREEMENT

THIS AGREEMENT is between the City of Bonney Lake, hereinafter referred to as “City,” and Pierce Conservation District, hereinafter referred to as “District,” pursuant to Chapter 39.34 RCW.

1. **Scope of District’s Service:** District agrees to provide to City services outlined and set forth in the Scope of Work set forth as Exhibit “A” attached hereto and incorporated herein by reference.

2. **Performance:** District’s right to reimbursement under this agreement for services performed as described in Exhibit “A” hereunder shall be predicated on District performing these services during the 2007 calendar year.

3. **Accounting and Payment for District Services:** City shall compensate District through direct payment to District a sum not to exceed $18,000. Said compensation will be for services rendered pursuant to this Agreement.

4. **Contractor Status:** Nothing herein contained shall be construed to create a relationship of employer-employee between District and City and all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by District. District will be responsible for setting its own work hours. District will not use City equipment.

5. **Indemnification:** District shall defend, indemnify and hold City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

6. **Modifications:** Either party may request changes in scope of services, or performance standards. Any and all modifications shall be mutually agreed upon and incorporated by written amendments to this Agreement and signed by both parties.

7. **Termination:** Either party may terminate this Agreement at any time with or without cause by notice in writing to the other party. This notice is to be given a minimum of two (2) weeks prior to the termination date. Termination by either party shall not constitute a breach of this Agreement. Should either party terminate the Agreement pursuant to provisions of this paragraph, City shall be responsible for paying all outstanding invoices up to the date of termination and upon payment of the same, District shall turn over all files and records pertaining to the Agreement to City.
8. **Entire Agreement**: This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

DATED this __________________ day of __________________, 2007.

Pierce Conservation District
5430 66th Avenue East
P.O. Box 1057
Puyallup, WA 98371

By: ________________________
   Monty Mahan, Executive Director

City of Bonney Lake

By: ________________________
Pierce Conservation District  
Stream Team Program  

Scope of Work 2007

The Pierce Conservation District’s Stream Team Program is sponsored by the City of Bonney Lake, City of Sumner and City of Fife. Cities contributing to Stream Team through the Conservation District assessment funds include Fircrest, Lakewood, Milton, Puyallup, Steilacoom, Tacoma and University Place. Pierce County is also contributing to Stream Team through assessment funds.

The purpose of the Stream Team program is to: 1) Involve citizens in observing, monitoring, recording and reporting stream and lake conditions; 2) Create a community information exchange that will increase awareness of how our activities affect water resources; 3) Improve water quality through direct citizen involvement; 4) Motivate the public to change their habits for the sake of fish and wildlife; and 5) Provide useful data to resource agencies.

Stream Team Program Funding for 2007 (tentative):

| City of Bonney Lake | $18,000 |
| City of Fife       | $6,000  |
| City of Sumner    | $5,500  |

Basic Program Activities 2007:

1. Coordinate and organize workshops or tours covering various activities, topics, and watersheds in the county as requested by entity and/or as funding allows. Topics may include but are not limited to: water quality, backyard conservation, salmon life cycle, macroinvertebrates, and native plants.

2. Contribute Stream Team articles to the Tahoma View newsletter, which goes out to Stream Team and Conservation District mailing lists.

3. Water quality trainings and presentations for educational groups throughout the area upon request.

4. Coordinate the lake monitoring program in Lakewood, Bonney Lake and Tacoma.

6. Depending on requests from entities and available funding, plan, coordinate, and implement revegetation and maintenance projects using Stream Team volunteers.

7. Continue the storm drain stenciling program. Provide assistance to groups that are interested in stenciling. Upon request, assist entities with planning and preparation of city-wide stenciling days.

8. Work with local schools and other interested community groups to formerly adopt stream sites and follow through with stewardship activities.

9. Update and continue to expand the Stream Team website with the goal of making it more user friendly for volunteers and the general public.

10. Continue to seek partnerships with other agencies and/or organizations within Pierce County in order to not duplicate efforts and combine resources to better serve the public.

11. Continue to customize computer software programs to track volunteers, water quality data, and other information associated with the Stream Team Program.

12. Monitor and conduct needed maintenance on riparian plantings (dependent upon funding and staff availability).

13. Coordinate the Stream Team booth at the Puyallup Fair. **Each entity will be asked to contribute staff to the booth during the week.**

14. Recognize volunteer efforts at Pierce Conservation District annual meeting.

15. Convene water quality data review for local watersheds (odd years).

16. Participate with Pierce County in the macroinvertebrate sampling effort. Assist partner entities with collection of macroinvertebrate samples upon request.

17. Expand recruitment of volunteers through media relations (radio spots, newspaper articles, ads).


**Activities Specific to Bonney Lake:**

1. Recruit and coordinate volunteer lake monitoring for two lakes within Bonney Lake (Lake Bonney and Lake Debra Jane). City personnel will be responsible for delivery of water quality samples to an agreed upon lab in a timely fashion.

2. Assist the Lake Bonney Conservation Association and provide support for their outreach and action projects.
3. Assist with public outreach and education efforts along Fennel Creek upon request (subject to funding and time availability).

4. Assist with planning, coordination, and implementation of the Fennel Creek Planting (subject to funding and time availability).
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact</th>
<th>Council Meeting Date</th>
<th>Agenda Item Number</th>
</tr>
</thead>
</table>

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<tr>
<th>Ordinance Number</th>
<th>Resolution Number</th>
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<td></td>
<td>1660</td>
<td>AB07-51</td>
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**BUDGET INFORMATION**

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<tr>
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<th>Required Expenditure</th>
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**Explanation:**
The City of Bonney Lake was awarded $3000 by the Pierce County Arts Commission, as part of their Arts Education Grant program, to host a Missoula Children’s Theater event.

**Agenda Subject:** Pierce County Arts Commission Education Grant

**Administrative Recommendation:** Authorize resolution and contract with Pierce County Arts Commission

**Background Summary:**
This is to give authorization to the Mayor to sign and enter into a contract with the Pierce County Arts Commission to receive $3000 (as part of the Pierce County Arts Commission Education Grant awarded to the City) to assist in paying for the Missoula Children’s Theater for a production within the City of Bonney Lake July 16th-21st, 2007.

<table>
<thead>
<tr>
<th>Council Committee Dates</th>
<th>Agency/Commission Dates</th>
<th>Board/Hearing Examiner Dates</th>
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<tr>
<td>Finance Committee: 2/27/2007</td>
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<td>Public Safety Committee:</td>
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<tr>
<td>Council Workshop:</td>
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</table>

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

**Signatures:**

[Signatures]

Date City Attorney reviewed 2/21/07
RESOLUTION NO. 1660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH PIERCE COUNTY FOR A $3,000 GRANT FOR THE MISSOULA CHILDREN’S THEATRE EVENT IN JULY 2007

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 27th day of February, 2007.

__________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

City of Bonney Lake, hereinafter called Contractor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

(General Conditions), pp. 2 to 6, Exhibit A (Scope of Work), p. 7, and p. 8, Exhibit B (Compensation), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2007, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 14th day of September, 2007.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed $3000. The County has established the following BARS expenditure code for this Agreement: 111.000.1131.57320.41.0000, which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the indemnification provisions set forth in Paragraphs 5, 13, 19, and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ________________, 2007.

CONTRACTOR:

City of Bonney Lake

Name

Signature

City Administrator

Title of Signatory Authorized by Firm Bylaws

Address:

19306 Bonney Lake Boulevard
Bonney Lake, WA 98391

Mailing Address:

Same

Contact Name: Joel Thompson

Contact Phone: 253-447-3102

Contact FAX: 253-862-8538

PIERCE COUNTY:

Approved as to legal form only:

Deputy Prosecuting Attorney

Date

Recommended:

Budget and Finance

Date

Approved:

Department Director

Date

Pierce County Executive ($250,000 or more)

Date

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

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (If applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

Name of Corporation

Corporation's Employer Identification Number

PSAMASTER.DOC rev. 09/09/05
GENERAL CONDITIONS

1. Scope of Contractor's Services:
The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the “Contracting Officer”), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

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

3. Assignment and Subcontracting:
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

The Contractor shall comply with the provisions of Exhibit “C”, attached hereto, titled “Contract Compliance For Professional, Technical, Supply or Services”.

5. Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.
The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

6. No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
7. **Taxes:**
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor’s failure to pay taxes on compensation earned pursuant to this Agreement.

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

8. **Regulations and Requirement:**
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. **Right to Review:**
This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. **Modifications:**
Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. **Termination for Default:**
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County’s option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.
12. **Termination for Public Convenience:**
The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

15. **Venue and Choice of Law:**
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

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

17. **Future Non-Allocation of Funds:**
   Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

18. **Contractor Commitments, Warranties and Representations:**
   Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. **Patent/Copyright Infringement:**
   Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
   a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
   b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

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

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

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

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

22. **Notice:**
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

25. **Waiver of Non Competition:**
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

26. **Survival:**
The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. **Entire Agreement:** This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
Funds of $3000 will be paid to the City of Bonney Lake in support of the Missoula Children’s Theater residency. These funds will help support program expenses for performers and marketing.

1. City of Bonney Lake shall provide a calendar of funded events, contact information and tickets as required for appropriate access. The Arts Manager, members of the Pierce County Arts Commission, or other authorized members will review the performance or event and report back to the Commission.

2. City of Bonney Lake agrees to publicize the project on a County-wide basis and further agrees that all publicity, including newspaper display ads, press releases, posters, brochures, and related printed materials shall contain the Pierce County logo and language which states that the event is supported, in part, by funding from the Pierce County Arts & Cultural Services Division. Pierce County logos have been provided for this purpose.

3. City of Bonney Lake shall prepare a Final Report using the form provided with this agreement. The Final Report forms are also available online at www.piercecountywa.org/artgrants. Invoices will not be paid without receipt of the Final Report.

4. Copies of advertising and pictures of the event must accompany the Final Report.

5. **Invoice and Final Report shall be submitted to Pierce County Arts Commission by September 14, 2007.** Failure to submit invoice and complete documentation by this date will have an adverse affect on future grant applications.
EXHIBIT "B"
(COMPLEMENTATION)

City of Bonney Lake shall submit an invoice for $3000 to Pierce County Arts & Cultural Services Division at the completion of the funded activity.

1. Invoice must include a list of the dates and locations of funded events.

2. Invoice must be accompanied by a completed copy of the Final Report and copies of paid invoices equal to or exceeding the grant amount.

3. The invoice and Final Report must be submitted no later than September 14, 2007 to:

   Pierce County arts & Cultural Services
   3602 Pacific Avenue, Suite 200
   Tacoma, WA  98418
Pierce County Arts Commission

Final Report for Arts Education Grants

Pierce County Arts Commission's Goals

- Increase access to the arts for all Pierce County residents
- Develop and implement educational programs and activities in the arts as an integral part of basic education
- Develop the arts industry as a viable and significant tool for economic and community development
- Celebrate cultural diversity in Pierce County
Completion of this Final Report is a condition of your grant from the Pierce County Arts Commission. The Final Report, required attachments and accompanying invoice must be submitted by the date specified in your grant contract. Please mail to:

Pierce County Arts & Cultural Services Division
Pierce County Arts Commission
3602 Pacific Avenue, Suite 200
Tacoma, WA 98418

1. **APPLICANT ORGANIZATION**

   **NAME**

   **ADDRESS**

   PROJECT CONTACT PERSON ______________________ PHONE ______________________

   ORGANIZATION AUTHORIZING OFFICIAL ______________________ PHONE ______________________

2. **INDIVIDUALS BENEFITING**

   • Number of students benefiting ______________________
   • Number of teachers benefiting ______________________
   • Artists directly involved in providing services for this project ______________________
      • How many live in Pierce County ______________________
   • All others benefiting (community members attending performances/events) ______________________
      • % From City of Tacoma ______________________
      • % from other Pierce County locales ______________________
      • % from outside Pierce County ______________________
   • Number of volunteers participating ______________________
   • % of audience from underserved* communities ______________________
      (* low income, ethnic minorities, geographically isolated, disabled, senior citizens)

3. **PROJECT SUMMARY/EVALUATION**

   Please attach a concise summary of the project as it actually occurred, including a dated schedule of all events related to the project.

   Provide an evaluation of the project, addressing its successes and disappointments, accomplishment of objectives, what changes you would make in the future, and how the project supported the goals of the Pierce County Arts Commission (see cover page).

4. **PROJECT DOCUMENTATION**

   Please provide support documentation for this project, including copies of promotional materials, press coverage, audience evaluations and photos.

5. **FINANCIAL DOCUMENTATION**

   Complete the attached budget pages. Be sure to attach an invoice billing the Pierce County Arts Commission for the grant amount, including copies of paid invoices equal to or exceeding the grant amount.

6. **CERTIFICATION**

   We certify that the content of this Final Report is true and correct, and that all expenditures were incurred solely for the purpose of the project described herein.

   **AUTHORIZED OFFICIAL**

   **PROJECT COORDINATOR**

   **DATE**
**Project Budget:** Please indicate actual income & expenses for this project only, not your entire organization.

**PROJECT EXPENDITURES**

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<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>Curriculum Development/Training</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>Assessments and Documentation</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>Transportation (Who and Where)</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>Other Expenses (Identify)</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Total Cash Expenses/In-Kind Contributions $_________ $_________
## PROJECT REVENUES

### Earned Income

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admissions</td>
<td>$______</td>
</tr>
<tr>
<td>Sales (Vendor/Booths, ads, commodities)</td>
<td>$______</td>
</tr>
<tr>
<td>Fees Charged to Participants</td>
<td>$______</td>
</tr>
<tr>
<td>Other Earned Income:</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td>$______</td>
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<td></td>
<td>$______</td>
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<td>$______</td>
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<tr>
<td></td>
<td>$______</td>
</tr>
</tbody>
</table>

### Contributed Income

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate/Business Support:</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td>$______</td>
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<tr>
<td></td>
<td>$______</td>
</tr>
<tr>
<td>Foundation Support:</td>
<td>$______</td>
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<td></td>
<td>$______</td>
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<td></td>
<td>$______</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Donations (include a total of all individual(s) donations):</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td>$______</td>
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<tr>
<td></td>
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<td>$______</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pierce County Arts Commission:</td>
<td>$______</td>
</tr>
</tbody>
</table>

### Total Cash Revenue: $______
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sue Hilberg, Sr. Center Mgr.</td>
<td>February 27, 2007</td>
<td>AB07-56</td>
</tr>
<tr>
<td>Ordinance Number:</td>
<td>Resolution Number:</td>
<td>Councilmember Sponsor:</td>
</tr>
<tr>
<td></td>
<td>1663</td>
<td></td>
</tr>
</tbody>
</table>

**Budget Information**

<table>
<thead>
<tr>
<th>2007 Budget Amount</th>
<th>Required Expenditure</th>
<th>Impact</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Explanation:** Grant Revenue

**Agenda Subject:** Senior Center Operations

**Administrative Recommendation:** Approve Mayor to sign the grant agreement

**Background Summary:** For the first time, Pierce County has authorized payment of a subsidy for Senior Center operations. This grant will help cover the cost of county residents who use the Senior Center. Approving this item will give authorization to the Mayor to sign and enter into a contract with Pierce County to receive $10,000 to assist the City of Bonney Lake to help pay for Senior Center operating expenses in 2007.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Committee: 2/27/07</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
</tr>
<tr>
<td>Public Safety Committee:</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
</tr>
<tr>
<td>Community Development &amp; Planning Committee:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Workshops:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Council Action:**

<table>
<thead>
<tr>
<th>Council Call for Hearing:</th>
<th>Council Hearings Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Referred Back to:</td>
<td>Workshop: Committee:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Tabled Until:</td>
<td>Council Meeting Dates:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signatures:**

<table>
<thead>
<tr>
<th>Director Authorization</th>
<th>Mayor</th>
<th>Date City Attorney Reviewed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy</td>
<td>Neil</td>
<td>2/23/07</td>
</tr>
</tbody>
</table>
DATE: 2-27-07

ORIGINATOR: Sue Hilberg  
TITLE: Senior Center Manager

SUBJECT/DISCUSSION: Pierce County Senior Center Grant
This is to give authorization to the Mayor to sign and enter into a contract with Pierce County to receive $10,000 to assist the City of Bonney Lake to help pay for Senior Center operating expenses in 2007.

ORDINANCE/RESOLUTION  Resolution # 1663

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Approve Mayor to sign the grant agreement

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR

FINANCE DIRECTOR

CITY ATTORNEY

BUDGET INFORMATION

BUDGETED ITEM: N/A  TOTAL COST: N/A
(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>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Explanation: Unexpected grant

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Dan Swatman, Chair, Finance  
Date: ______  Approved: ______  Disapproved: ______

Phil DeLeo, Chair, Public Safety  
Date: ______  Approved: ______  Disapproved: ______

James Rackley, Chair, CDC  
Date: ______  Approved: ______  Disapproved: ______

COMMITTEE COMMENTS: ________________________________

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK  FINANCE DIRECTOR  CITY ATTORNEY

Please schedule for Council Meeting date of: February 27, 2007

G:\users\everyone\finance committee\form template.doc
RESOLUTION NO. 1663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH PIERCE COUNTY FOR A $10,000 GRANT FOR SENIOR CENTER OPERATIONS IN 2007

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 27th day of February, 2007.

________________________________________
Neil Johnson Jr., Mayor

ATTEST:

________________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

________________________________________
James Dionne, City Attorney
MEMORANDUM

TO: Senior Center Contractors

FROM: Sally Nixon, Manager
Pierce County Aging & Long Term Care

BY: Connie Kline, Program Specialist
Pierce County Aging & Long Term Care

DATE: January 2, 2007

RE: 2007 Contract

Enclosed are three copies of your center's 2007 contract with Pierce County Aging and Long Term Care (ALTC) to provide Senior Center services. Appendix A and B specify service objectives and funding for calendar year 2007.

Please review and sign all three copies of the contract where indicated and return to our office along with the following:

➤ Completed certifications regarding lobbying and debarment (forms attached)
➤ Current certificate of insurance and bond
➤ 2007 Proposed Budget (forms attached)

Once fully executed, an original copy of the contract signed by all parties will be forwarded to your agency. Please feel free to contact me at 798-3787 or by e-mail at snixon@co.pierce.wa.us, or Connie Kline at 798-3782 / ckline@co.pierce.wa.us, if you should have any questions.

Attachments

cc: ALTC file

H:/Admin/SeniorCenters/ck2007newcontractcovermemo.doc (1/07)
PIERCE COUNTY HUMAN SERVICES
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
45 CFR 93 and RCW 42.17.190.

The undersigned certifies, to the best of his or her knowledge and belief, that:

FOR RECIPIENTS OF FEDERAL FUNDS

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or a governmental agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress to connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

FOR RECIPIENTS OF OTHER PUBLIC FUNDS

1. No public funds received by the Contractor have been used directly or indirectly for lobbying, or as a direct or indirect gift or campaign contribution to any elected official or officer or employee or any governmental agency. For the purposes of this section, the term “gift” means a voluntary transfer of any thing of value without consideration of equal or greater value, but does not include informational material transferred for the sole purpose of informing the recipient about matters pertaining to official Contractor business.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

FOR RECIPIENTS OF FEDERAL OR OTHER PUBLIC FUNDS

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subrecipients shall certify and disclose accordingly.

This Certification is executed by the persons signing below who warrant that they have the authority to execute this Certification.

Signature

Organization

Title
PIERCÉ COUNTY HUMAN SERVICES
DEBARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

NAME: ____________________________

ADDRESS: ____________________________

Doing business as (DBA): ____________________________

Washington Uniform Business Identifier (UBI): ____________________________

Federal Employer Identification Number: ____________________________

For Bidders: This certification is submitted as part of a request to contract. The applicable Procurement or Solicitation Number, if any, is: ____________________________

For Current Contractors: Contract Number: ____________________________

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. 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 person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant decides the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (http://epls.amer.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bidder or Contractor Signature: ____________________________

Date: ____________________________

Print Name and Title: ____________________________

WRUS/RUS/ID/URS/CONTRACTS/Debarment Certification Form and Instructions 08-01.doc
CONTRACT

This contractual agreement, referred to as the "Contract," is comprised of the Basic Agreement (below) and any attached Appendices, Exhibits, and Work Orders. The Contract is an agreement between PIERCE COUNTY Human Services Aging and Long Term Care, subsequently referred to as the "County," CITY OF BONNEY LAKE SENIOR CENTER, subsequently referred to as the "Contractor."

This is the following type of contract (if checked):

Federal Subrecipient    _____ See especially Subsections 19.9 and 19.10 of the Basic Agreement and Appendix B.
Federal Vendor          _____ See especially Subsection 19.11 of the Basic Agreement and Appendix B.

Professional Liability Insurance in Subsection 17.6 is _____ is not XX applicable to this contract.

BASIC AGREEMENT

SECTION 1: PERIOD OF PERFORMANCE

1.1 The period of performance for this Contract begins January 1, 2007 and ends December 31, 2007. The County reserves the right to negotiate an extension of the Contract for additional periods without solicitation for potential contractors, subject to the availability of funding, the continued high priority of need for a specific service, and satisfactory contract performance during this contract period. Notification of intent to contract for additional periods with the Contractor will occur prior to the expiration of the Contract.

SECTION 2: DEFINITIONS

Many terms used throughout this Contract are defined in Title 388 Washington Administrative Code (WAC) as subsequently amended and have the meanings indicated in that title. Additionally, the following terms shall have meanings as set forth below:

2.1 "Acquisition cost" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less amount depreciated through the date of trade-in) of the property traded in. Non-expendable personal property, the value of which was expended when acquired, has a book value of zero (0) when traded in.

2.2 "Budget, Accounting, and Reporting System for Counties and Cities and Other Local Governments" will be referred to as BARS.

2.3 "Client," "Consumer," "Participant," "Patient," or "Recipient" shall mean any individual applying for or receiving services under this Contract.

2.4 "Contract" shall mean the Basic Agreement, and any Appendices and Work Orders that are attached to and incorporated by reference to the Basic Agreement.

2.5 "Contract Budget" shall mean the budget incorporated in this Contract setting forth the plan for expenditure of contracted funds.

2.6 "Cost Reimbursement" shall mean a payment mechanism where payment received is based upon the actual reimbursable costs incurred under the Contract.

2.7 "Cost Related" shall mean a cost-analyzed contract structure in which payments are based upon historical costs; also called a firm-fixed-cost contract.
2.8 "Earned Income" shall mean gross income earned by the Contractor or a Subcontractor from Contract supported activities. Revenue received from DSHS, either directly or through the County, is not earned income. Earned income shall exclude interest earned and may include, but will not be limited to, income from service fees, sale of commodities, usage fees, and royalties on patents and copyrights.

2.9 "Fee for Service" shall mean paying a Contractor at a negotiated fixed rate based upon performance of a defined unit of service.

2.10 "Financial Statement" shall mean a report, or may be separate reports, of financial information prepared by the Contractor's accountant which contain the Contractor's financial position, operating results, and other pertinent information. The report(s) concludes at the Contractor's calendar or fiscal year.

2.11 "Independent Auditor" shall mean either a certified public accounting firm or a certified public accountant.

2.12 "Information Technology (IT) Purchases" include, but are not limited to, computers, software, desk telephones, and cellular telephones, but do not include keyboards and mice.s.

2.13 "Managed Care" shall mean various strategies that seek to optimize the value of provided services by controlling their utilization and cost, promoting their quality, and measuring performance to ensure cost-effective outcomes while utilizing methodologies established by the County.

2.14 "Medicaid Consumer" shall mean an individual who is eligible for Medicaid services, as shown on their medical identification card.

2.15 "Medicare Consumer" shall mean an individual who is eligible for Medicare services.

2.16 "Non-expendable Personal Property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit unless a greater amount is specified in an Appendix or Work Order.

2.17 "Personal Property" shall mean property of any kind, including small and attractive items and IT equipment, except real property.

2.18 "Price Related" shall mean a price-analyzed contract structure in which payments are either lump sum or rate-per-unit based, and without consideration of the Contractor's actual or anticipated costs.

2.19 "Real Property" shall mean any interest in land.

2.20 "Small and Attractive Items" means those items with a value of $300 or more that are particularly vulnerable to loss. Examples of these items include, but are not limited to, communication equipment, cameras, IT accessory equipment such as scanners, office equipment, televisions, cellular telephones, and VCRs.

2.21 "Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Contract provided that the Subcontract does not include the purchase of:

a. supplies; or

b. support services that do not directly affect the funded services.

The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.

2.22 "Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who is performing part of the Contract or Subcontract from a Subcontractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier.
2.23 "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics indicative of a federal award received by a Subrecipient are when the organization:

a. determines who is eligible to receive what federal financial assistance;

b. has its performance measured against whether the objectives of the federal program are met;

c. has responsibility for programmatic decision making;

d. has responsibility for adherence to applicable federal program compliance requirements;

e. uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;

f. operates on the basis of allowable costs, no payment above cost is allowed; and

g. may be required to match or share costs of the program.

2.24 "Useful Life" of non-expendable personal property shall mean that useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the Contractor or Subcontractor documents in writing some different period that the County agrees to in writing.

2.25 "Unit Cost Rate" shall mean a payment mechanism where reimbursable costs incurred in a prior period, divided by the units of service delivered in the prior period and multiplied by the units identified in the current period, determines the total amount paid.

2.26 "Vendor" shall mean a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

Characteristics indicative of a payment for goods and services received by a vendor are when the organization:

a. provides the goods and services within normal business operations;

b. provides similar goods or services to many different purchasers;

c. operates in a competitive environment;

d. provides goods or services that are ancillary to the operation of the federal program;

e. is not subject to compliance requirements of the federal program; and

f. the scope of work to be performed is defined by the awarding agency (the awarding agency identifies what it is "buying").

2.27 "Washington State Department of Social and Health Services" shall be referred to as DSHS.

2.28 "Work Order" is a document attached to and incorporated by reference to the Basic Agreement which states the goods, services, and/or benefits to be delivered, and any other terms and conditions that apply to the work.
SECTION 3: REIMBURSEMENT, PAYMENT, AND SCOPE OF WORK

3.1 The Contractor agrees to provide those services set out in Appendix A, which are attached and incorporated by reference to the Basic Agreement.

3.2 The County agrees to pay the Contractor for services outlined in Appendix A in accordance with the schedule of reimbursements or service rates contained in Appendix B attached and incorporated by reference to the Basic Agreement. Unless specifically stated in an Appendix or Work Order, or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of the Contract. Payment by the County is subject to availability of such funds as are received by the County from the funding source.

3.3 Payment to the Contractor will be based upon receipt of the Contractor's request for reimbursement and any other billing reports the County requires. The Contractor should request reimbursement within seven (7) working days after the end of each month. The County will mail payments within twenty (20) working days after the County's receipt from the Contractor of complete and accurate billing information. The Contractor's submission of incomplete or inaccurate billing reports will delay payment. Delaying payment under this subsection shall not be deemed a breach of contract entitling the Contractor to damages. Unless otherwise specified in the Contract, the County shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed or more than sixty (60) days after termination or expiration of the contract, which ever occurs first.

3.4 Total funds awarded cannot be modified and administrative costs cannot be increased without the express prior written approval of the County.

3.5 Contractors whose method of payment is based upon reimbursement of actual costs (cost reimbursement) shall adhere to the following: Cumulative line item transfers may not exceed ten percent (10%) of the total amount in the BARS budget being submitted to and approved by the County without the express prior written approval of the County.

3.6 The County agrees to pay the Contractor for services under this Contract from monies available to the County. Such payment shall be made contingent upon funding made available by DSHS and in accordance with established accounting procedures practiced by the State and the Pierce County Department of Budget and Finance. If the County cannot make payment to the Contractor because funding from DSHS is unavailable; the lack of payment by the County shall not constitute a breach of contract.

3.7 The Contractor acknowledges and agrees there are no guaranteed number of services nor types of services to be purchased under this Contract.

3.8 If the County determines that it disbursed to the Contractor any funds to which the Contractor was not entitled pursuant to the terms and conditions of this Contract, the Contractor shall reimburse such funds to the County immediately upon written demand from the County. Failure to make prompt reimbursement may result in penalties or interest.

SECTION 4: RECORDS AND REPORTS

4.1 The Contractor must establish and maintain adequate internal control systems and standards that apply to the entire operation of the organization.

4.2 The Contractor will provide to the County, such financial, service, progress, and other reports, at those intervals and in such formats as are required by the County.

4.3 The Contractor shall retain all books, records (including medical and treatment records), documents, reports, and other data relevant to this Contract, for a minimum of six (6) years after expiration, unless
longer and otherwise provided or required by law. If any audit, claim, litigation, or other legal action involving
the records is started before applicable retention dates expire, the records shall be maintained until
completion and resolution of all issues arising therefrom or until the end of applicable retention dates,
whichever is later.

4.4 An adequate audit trail shall be maintained. All transactions are to be clearly documented. The
documentation is to be readily available for examination.

4.5 The Contractor shall clearly separate allowable costs from unallowable costs in accordance with BARS
fiscal policies.

4.6 The Contractor shall maintain written policy and procedural manuals for all services, information systems,
personnel, and accounting/finance in sufficient detail such that, operations can continue should staffing
changes or absences occur.

4.7 The Contractor must establish and maintain an accounting system which adequately and separately
identifies all funding sources and all application of funds associated with providing the required services,
including state grants, fees, donations, federal funds, and all other funds. All costs for these services
incurred by the Contractor must be accurately identified and recorded even when no revenue is received for
such service. This accounting system provides the means to gather fiscal data necessary to:

a. determine the cost of a unit of service;

b. determine the bid price; and

c. determine if funds were generated in excess of allowable costs or if, a loss occurred.

These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and
all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and
revenue.

4.8 The Contractor shall maintain all books, records, documents, reports, and other evidence of accounting
procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature
expended in performance of this Contract. Contractors shall maintain accounting systems in a manner
consistent with BARS, as issued by the Office of the State Auditor. Contractors shall maintain their fiscal
books, records, documents, and other data in a manner consistent with generally accepted accounting
principles.

4.9 All records required to be maintained by this Contract or by State law, except exempt medical and treatment
records shall be considered to be public records and maintained in accordance with applicable laws.

SECTION 5: RIGHT TO INSPECTION

5.1 Representatives of DSHS and the State Auditor, officials of the federal government, and authorized County
representatives shall have the right to review and monitor the financial and service components of this
Contract. Such review will occur with reasonable notice and include, but is not limited to, on-site inspection
by County agents or employees, inspection of all records or other materials which the County deems
pertinent to Contract performance, compliance, or quality assurance.

5.2 During the term of the Contract and for one year following termination or expiration of the Contract, the
parties shall, upon receiving reasonable written notice, provide the other party with access to its place of
business and to its records that are relevant to its compliance with the Contract and applicable laws and
regulations.
SECTION 6: MONITORING/ASSESSMENT PROCEDURES

6.1 The County will conduct annual monitoring and performance assessments of all services under this Contract, in the manner and at reasonable times, with reasonable notice, as the County considers appropriate.

6.2 Monitoring and assessment includes, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, and on-site visits by County staff or their designee, state, or federal representatives.

6.3 Unless the County elects to terminate this Contract pursuant to Section 26, when findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this contract, the Contractor and the County shall negotiate a mutually agreeable plan of action to address the identified problem. If the parties are unable to come to agreement, the Contractor may file a complaint in accordance with the dispute resolution section of this contract.

SECTION 7: LICENSING AND ACCREDITATION STANDARDS

7.1 The Contractor agrees to comply with all applicable local, state, and federal licensing standards, all applicable accrediting or certification standards, and any other standards or criteria established by the County to ensure quality of services, and to supply proof of said compliance upon demand.

SECTION 8: CONSUMER/CLIENT GRIEVANCE PROCEDURES

8.1 The Contractor shall establish written procedures and post them in a prominent public place as soon as practically possible but no later than sixty (60) calendar days after the effective date of the Contract, through which applicants for and consumers of services may present grievances about operation of the services. The process shall provide applicants and consumers with an informal hearing before the representatives of the Contractor. The Contractor shall promptly forward a copy of the established Consumer Grievance Procedures to the County.

8.2 The Contractor will inform Consumers served with State funds, by prominently posting notice in a public place, of their right to fair hearing regarding service eligibility specified in Chapter 388-02 WAC and under the provisions of the Administrative Procedures Act, Chapter 34.05 Revised Code of Washington (RCW).

SECTION 9: REPORT OF UNUSUAL OCCURRENCES OR LIKELIHOOD OF NEGATIVE MEDIA COVERAGE

9.1 The Contractor shall maintain copies of unusual occurrence reports and have them available for review at any reasonable time. The County will be notified of an unusual occurrence within three (3) calendar days of becoming aware of the event including every incident of observed, reported, or suspected mistreatment, neglect, or abuse of clients served by the Contractor as well as injuries of unknown origin or unexpected death. An unusual occurrence is also defined to include a situation whereby an employee or participant is injured seriously or property/asset damage or loss in the amount of $1,000.00 or more occurs during the course of service operations.

9.2 The Contractor shall notify the County of any incident where client or public safety is at risk or where there is a likelihood of negative media coverage attention. Telephone notification will be made to the appropriate unit manager or his/her designee, by the next working day following the Contractor becoming aware of such an event. Notification shall include a description of the event, the actions taken, and potential ramifications.
SECTION 10: RIGHT TO USE MATERIAL

10.1 The County may duplicate, use, and disclose in any manner, for any purpose whatsoever and authorize others to do so, all material created under this Contract and paid for by the County.

SECTION 11: TREATMENT OF ASSETS

TREATMENT OF CLIENT ASSETS

11.1 Except as otherwise provided by court order, the Contractor shall ensure that any served client shall have unrestricted access to his or her personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client all of the client's personal property.

TREATMENT OF CONTRACTOR ASSETS (NOT APPLICABLE TO VENDORS)

11.2 Title to all property furnished by DSHS shall remain in DSHS; and title to all property furnished by the County shall remain in the County.

11.3 The Contractor shall obtain prior written approval of the County when purchasing non-expendable personal property that is to be reimbursed as a direct item of cost under any Contract or Subcontract. Said approval may be accomplished by inclusion in the Contract Budget.

11.4 Title of all non-expendable personal property purchased by the Contractor, the cost of which the Contractor is reimbursed as a direct item of cost under this Contract, shall pass to and vest in the County or DSHS upon acceptance of such property by the Contractor.

11.5 Non-expendable personal property purchased by the Contractor under the terms of this Contract, in which title is vested in the County or DSHS, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior expressed written approval of the County.

11.6 Any non-expendable personal property furnished to, or purchased by, the Contractor, title to which is vested in the County or DSHS, shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Contract.

11.7 As a condition precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the County or DSHS, the Contractor agrees to provide all necessary information and documents in order for the County or DSHS to execute such security agreements and other documents as shall be necessary for the County to perfect its interest in such property in accordance with the Uniform Commercial Code as codified in Article 9 of Title 62A RCW.

11.8 The Contractor will furnish to the County by the fifteenth (15th) day of October, an inventory of any and all property purchased with funds provided by DSHS or the County for use under the terms of this Contract. The inventory list shall include all non-expendable personal property (including small and attractive items) purchased with funds under contract with the County. Disposition or maintenance of property shall be in accordance with 45 CFR Parts 92 and 74. For the purposes of this clause, inventory consists of sighting, tagging or marking, describing, recording, and reporting the property involved.

11.9 The Contractor shall be responsible for any loss or damage to property of the County or DSHS (including all expenses resulting from such loss or damage) which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer the property in accordance with sound management practices. Furthermore, the Contractor shall ensure that all County or DSHS property in their possession, when returned to the County
or DSHS, shall be in a like condition to that in which it was when furnished to the Contractor or the condition in which the property was when acquired by the Contractor through purchase, except that in all cases, reasonable wear and tear shall be allowed.

11.10 Within three (3) calendar days of discovery of loss or destruction of or damage to County or DSHS property, the Contractor shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). The Contractor shall take all reasonable steps to protect that property from further damage.

11.11 The Contractor shall surrender to the County all property of the County or DSHS within five (5) working days after settlement, rescission, termination, or completion of this Contract unless otherwise mutually agreed in writing between the Contractor and the County.

11.12 The County may at its discretion abandon in place any property in which title is vested in DSHS under the terms of this Contract insofar as permitted by law, rule, or regulation.

11.13 Non-expendable personal property acquired by a Subcontractor, the cost of which is reimbursed by the County or the Contractor with funds provided through this Contract, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified in subsections 11.1 through 11.10 above. The Subcontractor shall take all steps necessary to ensure that the interest of the County and/or DSHS in such property shall be perfected and safeguarded.

11.14 The Contractor and any Subcontractor will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased from federal, state, and/or County funds specifically designated for such purchase.

SECTION 12: NON-DISCRIMINATION IN EMPLOYMENT AND CONSUMER SERVICES

12.1 During the performance of this Contract, the Contractor shall comply with DSHS's Non-discrimination Plan, including all subsequent amendments, and the federal and state laws upon which it is based, including but not limited to Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d and e], the Civil Rights Act of 1991 [42 U.S.C. 1981], the Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.], Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621], the Age Discrimination Act of 1975 [42 U.S.C. 6102], the Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011], any relevant Executive Order (E.O.) issued by the President of the United States [E.O. 11246 and 11375], the Washington Law Against Discrimination [Chapter 49.60 RCW], and any related provisions of the Code of Federal Regulations (CFR) or the WAC, or any subsequent amendments to those provisions. Requirements of the Non-discrimination Plan are incorporated by reference to this document and include, but are not limited to Subsections 12.2 through 12.5 below.

12.2 If the Contractor or Subcontractor of any tier(s) has a Basic Indian Nation Contract signed by DSHS, the Non-discrimination clause of the Basic Indian Nation Contract shall apply, instead of Subsections 12.1 through 12.5 herein. In addition, the Americans with Disabilities Act (ADA) exempts Indian Tribes.

NON-DISCRIMINATION IN EMPLOYMENT

12.3 The Contractor shall not discriminate against any employee or applicant for employment nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, age, disabilities, marital status, disabled veteran, or Vietnam Era Veteran status. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, educational institution, or society in pursuit of its activities. Failure to comply with this subsection may result in the County terminating the Contract as specified in Subsection 26.2.
a. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, national origin, age, disabilities, marital status, or veterans status. For newspaper advertisements, the Contractor may state that the Contractor is an Equal Opportunity Employer, instead of using the longer qualification.

NON-DISCRIMINATION IN CONSUMER SERVICES

12.4 The Contractor will not, on grounds of race, color, religion, creed, national origin, sex, age, or disabilities:

a. deny an eligible individual any services or other benefits provided under this Contract or any contracts awarded pursuant to this Contract;

b. provide any services or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Contract or any contracts awarded pursuant to this Contract;

c. subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Contractor’s facilities, or other benefits provided under this Contract; nor

d. deny any individual an opportunity to participate in any service provided by this Contract through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this Contract. The Contractor in determining: (i) the types of service or the benefits to be provided; (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (iii) the class of individuals to be afforded an opportunity to participate in any service or other benefits will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, age, or disabilities.

12.5 As stipulated in Title III of the ADA regarding public accommodations, the Contractor will ensure equal opportunity for individuals with disabilities to receive services. The Contractor will make reasonable modifications in policies, practices, and procedures that deny equal access to individuals with disabilities.

SECTION 13: CONSUMER/CLIENT CONFIDENTIALITY/DISCLOSURE OF INFORMATION

13.1 The use or disclosure of information by any party which identifies a recipient or consumer for any purpose not directly connected with the administration of the County’s or the Contractor’s responsibilities with respect to services provided under this Contract is prohibited except on informed consent of the recipient or consumer, his or her attorney, or responsible parent or guardian; provided that, the County or its Contractors may disclose information to each other or to the County for purposes directly connected with the administration of their service. Such information includes, but is not limited to, determining eligibility, providing a service, and participating in an audit, provided further that the County or its service providers may disclose information for research, statistical, monitoring, and evaluation purposes conducted by appropriate federal agencies and the County. Other entities to which information may be disclosed for the preceding purposes are those agents authorized by the County in writing and organizations and/or individuals under contract to the County or DSHS.

13.2 The Contractor shall cause the Consumer to complete a written release, if appropriate, to meet the requirement of informed consent.
SECTION 14: DRUG-FREE WORKPLACE

14.1 The Contractor agrees to develop and post in a prominent public place a written policy statement as soon as practically possible but no later than sixty (60) days after the effective date of the Contract, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy.

SECTION 15: INDEPENDENT CONTRACTOR

15.1 The Contractor, its employees, agents, or Subcontractors performing under this Contract are independent contractors and are not to be deemed employees of the County, nor as agents of the County in any manner whatsoever. The Contractor, its employees, agents, or Subcontractors will not hold itself out as, nor claim to be, an officer or employee of the County for any reason and will not make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the County, including but not limited to Worker’s Compensation coverage, Unemployment Insurance, Social Security, retirement membership or credit, health care, or vacation or sick leave benefits.

15.2 The performance of all or part of this Contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any Subcontractor or any employee of any Subcontractor by the County at the present time or in the future.

SECTION 16: INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE

16.1 The Contractor shall defend, indemnify, and save harmless the State of Washington and Pierce County, its appointed and elective officers and employees, from and against any and all liability, loss, cost, damage, and expense, including costs and attorney fees in defense thereof, because of actions, claims, or lawsuits arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Contract. The Contractor’s indemnification of the County shall occur whether injuries to persons or damage to property is due to the negligence of the Contractor, its Subcontractors or agents, successors, and assigns, or the negligence of the County, its appointed and elective officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elective officials, or employees.

16.2 The Contractor and any Subcontractor agree that the obligation to indemnify, defend, and hold the County harmless as provided in Subsection 16.1 extends to any claim brought by or on behalf of any employee of the Contractor or its Subcontractor. This provision, if applicable, is mutually negotiated by the parties to this Contract pursuant to RCW 4.24.630, and waives employer immunity granted by Title 51 RCW only to the extent necessary to carry out the promise of indemnification contained in Subsection 16.1.

INSURANCE PROVISIONS

16.3 The Contractor shall ensure that all Subcontracts shall include the provision that the Subcontractor shall protect, defend, and save harmless the County and the State of Washington from and against all claims, suits, and actions arising from negligent acts or omissions of the Subcontractor and its agents or employees in performance of the terms of the Subcontract.

16.4 The Contractor shall not commence work under this Contract until all insurance required in this section has been obtained and such insurance has been approved by the County Risk Management and Insurance Department. The Contractor shall provide a certificate of insurance executed by an authorized insurance agent evidencing coverage and limits as follows:
16.5 Commercial General Liability

a. Commercial General Liability Insurance and Commercial Automobile Liability Insurance with limits of not less than:

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Commercial General Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>(b) Property Damage Liability</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>2) Commercial Automobile Liability Insurance (if required)</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury Liability</td>
<td>$1,000,000 per person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>(b) Property Damage Liability</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>3) Or Combined Single Limit Coverage of:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

16.6 Professional Liability Insurance (if applicable)

a. Professional Liability Insurance with limits of not less than:

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Professional Liability Insurance</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
</tbody>
</table>

16.7 General Requirements of Policy(ies)

a. The Contractor's insurance policy(ies) shall contain general requirements or endorsements as follows:

"Pierce County is named as an additional insured."

The County shall be an additional insured as respects this Contract and such insurance as is carried by the Contractor is primary (over any insurance carried by Pierce County).

b. In the event of non-renewal, cancellation, or material change in the coverage provided, thirty (30) calendar days written notice will be furnished the County prior to the date of non-renewal, cancellation, or change.

c. The County has no obligation to report occurrences unless a claim is filed with the Pierce County Executive, and the County has no obligation to pay premiums.

d. The Contractor's insurance policies shall contain a "Cross Liability" endorsement substantially as follows:

The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit, or judgment made or brought by or for any other insured
or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one insured been named.

SECTION 17: ADDITIONAL INSURANCE COVERAGE OR BOND

17.1 The Contractor shall file with the County a fidelity or faithful performance bond payable to "Pierce County" or obtain blanket employee dishonesty coverage as part of their liability insurance policy, in the minimum amount of $5,000. The bond or insurance shall be conditioned upon the Contractor faithfully accounting for all funds received by the Contractor under this Contract, including subsequent amendment, and further assuring that such funds are used only for the purposes of this Contract. The County shall request in writing any increases in the amount of the bond or insurance coverage and the Contractor shall comply within fifteen (15) calendar days of receipt of the written notice.

SECTION 18: PAYMENT OF TAXES

18.1 As a condition of performance of this Contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any Subcontractor or any other person in the performance of this Contract. Satisfactory performance of this subsection is a condition precedent to payment by the County under this Contract.

SECTION 19: AUDITS

19.1 The County may require the Contractor to obtain an independent audit, at the Contractor's expense, conducted by an independent auditor when certain conditions, as addressed in Subsections 19.9 through 19.11, exist.

19.2 The Contractor is required to:

a. Submit to the County's fiscal representative independent audit engagement letter information as follows:

i. For Contractors that are not required to have an A-133 audit:

a) Submit to the County a draft copy of the independent audit engagement letter. The County may require the scope of the audit described in the draft letter be expanded to address any items of concern the County may have identified through its assessment processes.

b) Submit to the County a copy of the independent audit engagement letter that includes any additional audit items requested by the County once agreement has been reached with the auditor.

ii. For Contractors that are required to have an A-133 audit:

a) Submit to the County a copy of the independent audit engagement letter once agreement has been reached.

b) Inform the County's fiscal representative of the date and time of the independent auditor's exit interview with the Contractor and a representative of the County shall be present at the exit interview if the County so desires.
c. Submit the independent auditor's final report within thirty (30) calendar days following the issue of the report.

d. Provide comments on any findings and recommendations in the report, including a plan for corrective action for any findings.

e. Cause the independent auditor to make available the working papers of the independent audit to the County or its designee.

19.3 In the event the Contractor's independent auditor does not provide the assurances necessary to satisfy federal and/or state audit requirements, the County retains the right to request a full audit and the Contractor will be responsible for any additional costs incurred in order to provide the required assurances.

19.4 The independent auditor's report and engagement letter will be submitted to the County's fiscal representative on an annual basis if the Contractor receives an annual independent audit due to requirements other than stated herein.

19.5 For Contractors receiving federal funds through the County, the County shall designate the Contractor to be a Federal Subrecipient or Federal Vendor of those funds.

19.6 All audits of Subrecipients shall be performed in accordance with the standards for financial related audits contained in the Generally Accepted Auditing Standards issued by the Comptroller General of the United States. In addition, the audit shall adhere to the general and specific compliance requirements pertaining to the specific federal funding source; these requirements are found in the United States Office of Management and Budget (OMB) Compliance Supplement. For those federal funds not listed in the Compliance Supplement, federal compliance shall meet the terms of the specific grant award and/or current Code of Federal Regulations (CFR).

**SUBRECIPIENT CONTRACTORS EXPENDING $500,000 OR MORE IN FEDERAL AWARDS**

19.7 Contractors expending $500,000 or more in federal awards from any and/or all sources in any one fiscal year are required to comply with the Single Audit Act of 1984 [P. L. 98-502]; the Single Audit Act Amendments of 1996 [P. L. 104-156]; and OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations, effective on or after January 1, 2004, issued under the authority of sections 503.1111 and 7501 et seq. of Title 31 U.S.C.; and Executive Orders 8248 and 11541.

**SUBRECIPIENT CONTRACTORS EXPENDING LESS THAN $500,000 IN FEDERAL AWARDS**

19.8 Contractors expending less than $500,000 in federal awards from any and/or all sources in any one fiscal year are exempt from the federal single audit requirements, but may be required, at the discretion of the County, to have a limited scope audit for that year in accordance with the provisions of OMB Circular A-133 Subpart B -- Audits. Records must be available for review or audit by appropriate officials of the granting federal agencies, the County, the State, and United States General Accounting Office (GAO).

**CONTRACTORS EXPENDING ONLY FEDERAL VENDOR, STATE, AND/OR COUNTY FUNDS**

19.9 Contractors who expend $50,000 in any one fiscal year or more of Federal vendor, State, and/or County funds are required, to prepare at a minimum a financial statement and once every three (3) years may also be required to have the financial statement reviewed by an independent Certified Public Accountant (CPA). At the discretion of the County, the Contractor may instead be required to have an independent financial audit by an independent auditor based upon the type of contract and the risk factors associated with the Contractor.

Contractors who expend less than $50,000 in any one fiscal year of Federal vendor, State, and/or County funds may be required, at the discretion of the County, to prepare a financial statement and once every
three (3) years also be required to have the financial statement reviewed by an independent Certified Public Accountant (CPA), or have an independent financial audit by an independent auditor based upon the type of contract and the risk factors associated with the Contractor.

The type of contract and the risk factors include the following:

a. The type of contract includes:
   1) firm-fixed price, also called cost related;
   2) fee-for-services;
   3) cost reimbursement; and
   4) unit-cost rate.

b. The risk factors include:
   1) frequency of independent audits;
   2) prior audit findings;
   3) dollar amount of the contract;
   4) internal control structure of the contractor;
   5) length of time as a contractor; and
   6) abnormally high turnover of personnel and/or key personnel.

SECTION 20: GENERAL COMPLIANCE

20.1 The Contractor shall provide assurance that all current employees, interns, or volunteers who will or may have unsupervised access to children under sixteen (16) years of age, expectant mothers, developmentally disabled persons, or vulnerable adults shall have criminal and child protective background checks conducted in accordance with RCW 43.43.830-.840 and/or RCW 74.15.030, as applicable.

20.2 All Contractors shall abide by all applicable federal and state laws, regulations, and rules, including BARS, and local ordinances and policies.

20.3 For recipients of federal funds applicable federal regulations, include but are not limited to OMB Circulars A-102 or A-110, A-87 or A-122, and the provisions of CFR's, where applicable.

SECTION 21: EARNED INCOME

21.1 Subrecipients of federal funds shall use all earned income received under this Contract to defray service costs and/or to enhance services.

21.2 When authorized, income earned or generated as a result of this Contract during the contract period may be used to satisfy cost sharing or matching requirements
SECTION 22: SUBCONTRACTING OR ASSIGNMENT

22.1 The Contractor shall obtain prior written approval of the County before assigning this Contract or entering into new Subcontracts or amending existing Subcontracts for performance of services included in the statement of work. Such consent will not be unreasonably withheld.

22.2 The Contractor assumes all responsibility for the act and omissions of any Subcontractors pursuant to Subcontracts entered into under this Contract. The Contractor will also fulfill monitoring and assessment responsibilities of the Subcontractors as reflected in Section 6 of this Contract.

22.3 All Subcontracts or assignments must be in writing and in form and substance acceptable to the County.

22.4 Any Subcontract awarded under the provisions of this Contract shall contain language substantially as provided in the following sections of this Contract.
   a. Definitions (including Period of Performance)
   b. Records and Reports
   c. Rights to Inspection
   d. Treatment of Assets
   e. Nondiscrimination in Employment and Consumer Services
   f. Consumer Confidentiality/Disclosure of Information
   g. Insurance provisions
   h. Audits
   i. General Compliance
   j. Earned Income
   k. Subcontracting
   l. Conflict of Interest
   m. Changes and Modifications
   n. Resolution of Disputes
   o. Suspension, Termination, and Closeout
   p. Debarment and Suspension
   q. Restrictions Against Lobbying and Campaign Contributions

22.5 If the Contractor uses a Personal Service Agreement (PSA) in delivery of services under this Contract with Subcontractors of any tier(s), a model of the PSA shall be provided to the County. The PSA shall contain language which is substantially the same as that used in Section 15, Independent Contractor; Section 16, Insurance provisions, Subsection 16.2; and Section 20, General Compliance.

SECTION 23: CONFLICT OF INTEREST

23.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part if it is found, after due notice and hearing, that any of the following laws have been violated in obtaining this Contract or amending or the making of any determinations with respect to this Contract, or in any Subcontract entered into by the Contractor:
   a. Misconduct of Public Officers, Chapter 42.20 RCW; and
   b. Code of Ethics for Municipal Officers - Contract Interests, - Chapter 42.23 RCW.

SECTION 24: CHANGES AND MODIFICATIONS

24.1 Either party may, by written agreement with the other party, make changes to the general scope of the services to be performed under this Contract or to any other provisions of the contract. In addition, the County may make changes within the general scope of the services to be performed under this Contract.
The County shall specify the reason for the change and notify the Contractor in writing no later than ten (10) calendar days after the change took effect. If the Contractor concludes that any such change causes an increase in the cost of or the time required for the performance of this Contract, the Contractor shall submit written documentation of the impact of the adverse change within thirty (30) calendar days of the date of the County’s written notice. If the effect of the change is documented to the County’s satisfaction, an equitable adjustment may be made in the contract amount or period of performance, or both, and the Contract shall be modified in writing accordingly. Modification of this Contract by the County pursuant to this subsection shall not constitute a breach of contract by the County.

SECTION 25: RESOLUTION OF DISPUTES

25.1 A Contractor with a complaint involving the Contract is encouraged to first attempt to resolve the matter with the County informally by telephoning the appropriate County representative or by meeting with that individual in person. If the informal dispute resolution process is unsatisfactory and/or, in order to register a formal complaint, a Contractor shall submit to the appropriate manager at the Human Services Department, 3580 Pacific Avenue, Tacoma, Washington, 98418, a written expression of dissatisfaction with a Contract condition, or an action or decision of the County staff. The letter must indicate that it is a formal complaint under this Contract and specify in detail the nature of the complaint.

25.2 Upon receipt of a formal written complaint, the manager or designee will promptly contact the Contractor to establish a meeting to discuss and seek agreement and resolution of the formal complaint. It shall be the County’s responsibility to then promptly send a written confirmation to the Contractor acknowledging receipt of the complaint. A meeting may be held within five (5) working days of the County’s receipt of the formal complaint. The manager shall issue a written decision regarding the Contractor’s formal complaint no later than fifteen (15) working days of receipt of the written complaint.

25.3 If agreement and resolution are not reached and the Contractor elects to pursue the complaint further, the Contractor may within five (5) working days after receipt of the manager’s written decision, file a written appeal to the Director of the Human Services Department at the address listed in Subsection 25.1. The appeal must state all facts and arguments upon which the appeal is based. A meeting may be held within five (5) working days of the County’s receipt of the appeal. The Director or designee will render a written decision within ten (10) working days of the receipt of the appeal.

25.4 The Contractor may appeal an adverse decision of the Human Services Director to the Pierce County Executive or designee, 930 Tacoma Avenue South, Room 737, Tacoma, Washington, 98402. The appeal must be received in writing by the Pierce County Executive within five (5) working days of the Contractor’s receipt of the Director’s decision. Upon receipt of a formal written appeal, the Pierce County Executive will schedule a meeting with the Contractor within fifteen (15) working days of receipt of the appeal. The Pierce County Executive or designee will issue a written decision within fifteen (15) working days following completion of the meeting.

25.5 Any timeframes listed in Subsections 25.2 through 25.4 may be altered by mutual written agreement of the parties.

25.6 After exhausting local appeals, the Contractor may appeal to DSHS. The appeal must be made within twenty (20) calendar days of receiving notice of the Pierce County Executive’s decision. Requests for an adjudicative hearing must be in writing to the Department of Social and Health Services Office of Appeals, P.O. Box 2465, Olympia, Washington, 98504-2465.

25.7 Appeals to DSHS shall be governed by the Administrative Procedure Act (Chapter 34.05 RCW) and Chapters 10-08 and 388-08 WAC.
25.8 In the event that any subsequent litigation should arise concerning this Contract, the venue of such litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Contract shall be governed by the laws of the State of Washington.

25.9 All mailings by the County required in this section of the Contract shall be by certified mail with return receipt requested to the Contractor's address of record.

25.10 All mailings to the County required in this section of the Contract shall be by certified mail with return receipt requested to the appropriate County address.

SECTION 26: SUSPENSION, TERMINATION, AND CLOSEOUT

FOR CONVENIENCE

26.1 Either the Contractor or the County may terminate this Contract for convenience or without cause by providing written notice at least sixty (60) calendar days prior to the effective date of the termination. If this Contract is so terminated, the County and Contractor shall be liable only for performance rendered or costs incurred in accordance with the terms on this Contract prior to the effective date of termination.

FOR CAUSE

26.2 The County may, upon written notice from the Pierce County Executive or designee to the Contractor, immediately suspend or terminate this Contract in whole or in part, or withhold any payment of further funds in whole or in part, when the County determines, in its sole discretion, that continuation of the Contract is detrimental to the County's interest, including, without limitation, upon the occurrence of the following:

a. expected or actual funding from the state, federal government, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its normal completion;

b. the carrying out of the performance of this Contract is rendered unfeasible or impossible for any reason;

c. Contractor's failure to comply with the terms and conditions of this Contract or to substantiate the Contractor's compliance upon request by the County;

d. Contractor's ineffective, improper, or illegal use of Contract funds;

e. Contractor's provision to the County of materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently;

f. Contractor's failure to provide the services required under this Contract in a timely and reasonable manner;

g. Contractor's failure to resolve in a timely fashion audit findings associated with this Contract which could materially impact performance of this Contract;

h. Contractor's inability to carry out the terms and conditions of this Contract in compliance with applicable local, state, or federal law; or

i. the health, welfare, or safety of clients, consumers, or patients is at risk.

The County's forgiveness of the Contractor's nonperformance of any provision of this Contract in one instance does not constitute a waiver of any provisions of this Contract, nor of future nonperformance of the same provision.
26.3 If the Contractor receives a notice of termination from the County or issues a notice of termination to the County, the Contractor shall:

a. stop work on the date and to the extent specified;

b. place no further orders or Subcontracts for goods, services, or facilities to complete the work now terminated;

c. assign the County all of the Contractors’ rights, titles, and interest under the orders and Subcontracts placed by the Contractor to complete the work now terminated;

d. deliver or convey title of

1) any property produced by the work terminated;

2) any usable personal property in which the County has a secured interest;

3) any usable property carried on the County’s inventory; or

4) any real property in which the County has secured interest to the County or entity named by the County; and

e. send a final billing for the work now terminated to the County within thirty (30) calendar days of the date of termination.

26.4 If the County receives a notice of termination from the Contractor, or if the County issues a notice of termination to the Contractor, the County:

a. shall arrange to take delivery or rights, titles, and property that is conveyed by the Contractor; and

b. shall make final payment upon receipt of final billings for all authorized services provided and documentation that the County’s interests are fully protected.

26.5 The rights and remedies provided to the County and the Contractor in this section are in addition to any other rights and remedies provided by law or under this Contract. Termination of this Contract by the County at any time during the term of the agreement shall not constitute a breach of contract by the County. The Contractor may request a reconsideration of the County's decision to terminate this contract in accordance with Section 25, Resolution of Disputes, Subsections 25.4 through 25.10 above.

SECTION 27: CONFLICTING PROVISIONS

27.1.1 In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. applicable federal, state, and local law, regulations, rules, and ordinances;

b. the applicable Appendices and Work Orders;

c. this Basic Agreement; and

d. any document incorporated in the Contract by reference.
SECTION 28: DEBARMENT AND SUSPENSION

28.1 Contractors and subcontractors under this Contract are subject to the provisions of Federal Executive Order No. 12549, "Debarment and Suspension," as follows:

 Contractors and Subcontractors must not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order No. 12549, "Debarment and Suspension". Contractors shall consult and require their Subcontractors and Contractors at any tier when charged as direct costs, to consult the Consolidated List of Debarred, Suspended, and Ineligible Assistance Participants to assure that they do not award grant funds to listed parties in violation of the Executive order. Access to the Consolidated List shall be provided to Subcontractors and Contractors through the federal awarding agency. Contractors will direct any questions regarding the use of the list to the federal awarding agency.

28.2 The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Contract by any Federal department or agency. If requested by the County, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Any Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion pertaining to the Contract shall be incorporated into the Contract by reference.

SECTION 29: RESTRICTIONS AGAINST LOBBYING AND CAMPAIGN CONTRIBUTIONS

RECIPIENTS OF FEDERAL FUNDS

29.1 In accordance with 45 CFR 93, no federally appropriated funds received by the Contractor may be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

RECIPIENTS OF OTHER PUBLIC FUNDS

29.2 In accordance with RCW 42.17.190, no public funds received by the Contractor may be used directly or indirectly for lobbying, or as a direct or indirect gift or campaign contribution to any elected official or officer or employee of any governmental agency. For the purposes of this section, the term "gift" means a voluntary transfer of any thing of value without consideration of equal or greater value, but does not include informational material transferred for the sole purpose of informing the recipient about matters pertaining to official Contractor business. The provisions of this section shall not apply to the following activities:

a. Officers or employees of the Contractor may communicate with a member of the legislature on the request of that member or communicate to the legislature, through the proper official channels, requests for legislative action or appropriations that are deemed necessary for the efficient conduct of the public business or actually made in the proper performance of their official duties.

b. The Contractor may expend public funds for lobbying limited to providing information or communicating on matters pertaining to official Contractor business to any elected official or officer or employee of any governmental agency, or advocating the official position or interests of the Contractor to any elected official or officer or employee of any governmental agency.
SECTION 30: SEVERABILITY; CONFORMITY

30.1 The provisions of the Contract are severable. If any provision of the Contract, including any provision of any document incorporated by reference, is held invalid by any court, that invalidity shall not affect the other provisions of the Contract and the invalid provision shall be considered modified to conform to existing law.

SECTION 31: SURVIVABILITY

31.1 The terms and conditions contained in the Contract that by their sense and context are intended to survive the expiration of the Contract shall so survive. Surviving terms include, but are not limited to: Consumer/Client Confidentiality/Disclosure of Information, Resolution of Disputes, Indemnification and Hold Harmless, Right to Inspection, Records and Reports, and Treatment of Assets.

SECTION 32: COMPLETE EXPRESSION

32.1 The County and the Contractor agree that this Contract is a complete expression of the agreement between them concerning the subject matter of this Contract and that any oral representations or understandings not incorporated herein are excluded.
APPENDIX A
Between Pierce County and Bonney Lake Senior Center
Regarding: Contractor Services

The contract period of performance is for one year. Appendix A and B specify service objectives and funding for calendar year 2007.

SECTION I: SERVICES

A. Bonney Lake Senior Center shall operate programs for seniors a minimum of three (3) days per week, five (5) hours per day and offer a minimum of four services/activities for older adults which include:

1. health and nutrition;
2. social services;
3. education and training; and
4. personal growth.

B. The Senior Center will furnish general information and referral to senior citizens to enable them to access community support services.

C. The Senior Center will interact and coordinate with other aging services providers in order to enhance the type and range of services available to the population it serves.

SECTION II: PROGRAM REPORTING

The Contractor will be required to submit an annual program report by January 31, after the close of the contract year to Aging and Long Term Care (ALTC), which includes at a minimum the following:

1. total number of persons served:
2. number of low income persons served;
3. number and types of services provided;
4. significant accomplishments;
5. summary of program evaluation activities;
6. staffing/organizational changes, if any; and
7. listing of fund sources and support.
APPENDIX A
Between Pierce County and Bonney Lake Senior Center
Regarding: Contractor Services

SECTION III: CONTRACTOR RESPONSIBILITIES

A. The Contractor shall comply with the Multipurpose Senior Center Guidelines established by the Washington State Aging and Disability Services Administration (ADSA).

B. The Contractor shall have either a Board of Directors or Advisory Council that meets regularly for the purpose of providing community and participant input into center operations, including program planning and design, service delivery and evaluation, and outreach and marketing.

C. The Contractor shall maintain a system for tracking unduplicated senior center participants.

D. The Contractor shall maintain a record for each participant which includes the following information:
   
   • participant name, date of birth, home address and telephone number;
   • physician’s name, address and telephone number;
   • emergency contact’s name, address and telephone number; and
   • participant’s known medical conditions or disabilities, which may limit activities or be important in the event of an emergency.
APPENDIX B
Between Pierce County and Bonney Lake Senior Center
Regarding: Contractor Reimbursement

SECTION I: MAXIMUM CONSIDERATION

A. During the period January 1, 2007 through December 31, 2007, Pierce County agrees to reimburse the Contractor for costs incurred in providing services and activities as identified in appendix A. Maximum consideration shall not exceed ten thousand dollars ($10,000).

B. SAID MONIES TO BE REIMBURSED AS FOLLOWS:

SENIOR CENTER PROGRAM

Pierce County General Fund $10,000
County Code: 001.134.0134.55500.49.0084

SENIOR CENTER PROGRAM TOTAL $10,000

SECTION II: METHOD OF PAYMENT

A. Payment under this contract for Pierce County General Fund Senior Center Services shall be based on actual costs as reported on ALTC monthly expenditure report forms according to the Contractor’s 2007 budget as approved by ALTC. Reimbursement requests must include:

1. Amounts awarded,
2. Expenditures for the month,
3. Expenditures year-to-date, and

B. Pierce County General Fund payment requests shall be for basic need operating expenses.

C. Requests for reimbursement may be submitted monthly, or at a minimum, on a quarterly basis.

D. The Contractor shall maintain detailed records identifying both the source and application of all funds received by fund source (e.g. federal, state, County, fund raising, etc.). Revenues and expenditures must be reconcilable to each other at all account levels.

E. In the event Pierce County General Funds are decreased, it may be necessary to revise this contract accordingly. If sufficient funds are not appropriated to Pierce County Human Services, ALTC will not be obligated to make payment for services.
IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of __________, 200__.

CONTRACTOR:

Contractor Signature       Date

Name:

CITY OF BONNEY LAKE SENIOR CENTER

Address:

19304 Bonney Lake Boulevard

Bonney Lake, WA 98390

Mailing Address:

PO Box 7380

Bonney Lake, WA 98390

Contact Name: Neil Johnson, Mayor

Contact Phone: (253) 447-4327

Federal Tax ID: _________________________
or
Social Security No: _______________________

Federal Filing Status (complete only one):
Sole Proprietor:

Business Owner’s Name

dba Business or Trade Name (if applicable)

Partnership:

Name of Partnership

Corporation:

Name of Corporation

Governmental Entity:

Name of Governmental Entity

PIERCE COUNTY:

Prosecuting Attorney (as to form only)       Date

Department Director, Fran Lewis       Date

Budget and Finance       Date

County Executive, John Ladenburg
(If over $250,000)

Date

H:\Admin/SeniorCenters\ckBonneyLakeSrCntr2007contract.doc (12/06)
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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**Budget Information**

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**Explanation:** Employees have been given until Monday, February 26, 2007 to convey their individual financial hardship to the Human Resources Officer. Approximate costs of the cash out of leave will be presented at the February 27, 2007 Council Meeting.

**Agenda Subject:** A motion to approve a one time cash out of accrued vacation leave, comp time, floating holiday and/or sick leave.

**Administrative Recommendation:** Approve

**Background Summary:**

The approved change in payroll dates will take place during the month of March 2007. Some AFSCME Represented and Non Represented Staff members have expressed that the planned change in payroll dates will cause a financial hardship because they will only receive one pay check during the March. In order to assist the individual employees expressing financial hardship, the City will offer a one time cash out of accrued Vacation Leave, Comp Time, Floating Holiday and/or Sick Leave (an employee may request a cash out of sick leave at the maximum rate of 25% of accrued leave if the individual has worked at the City more than five years and has exhausted all other leave types) to be paid on March 15, 2007.

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<th>Agency/Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<td>Planning Commission:</td>
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<td>Public Safety Committee:</td>
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<td>Community Development &amp; Planning Committee:</td>
<td>Civil Service Commission:</td>
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<td>Council Meeting:</td>
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**Council Action:**

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

**Signatures:**

Dept. Dir. Mayor Date City Attorney reviewed
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

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<td>2/1/February 2007</td>
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**BUDGET INFORMATION**

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Explanation:

**Agenda Subject:** Update the Water System Development Charge (SDC) and Comprehensive Water System Plan (CWSP)

**Administrative Recommendation:** Approval of this resolution.

**Background Summary:** Update the Water SDC and CWSP utilizing the most current data available.

Utilizing lessons learned from the recent Trial over Water SDCs, create a Water SDC Report and Update the CWSP utilizing 2006 data. Utilizing information generated for the trial will reduce significantly the costs to update these two documents. Ensure adequate legal review of these documents is provided prior to their adoption by City Council.

Complete this process as quickly as possible while complying with procedures and public meetings required to update SDCs and the CWSP.

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**Signatures:**

[Signatures]

Date City Attorney Reviewed:
RESOLUTION NO. 1659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING RH2 ENGINEERING, INC. AND FCS GROUP TO UPDATE THE WATER SYSTEM DEVELOPMENT CHARGES.

WHEREAS, Bonney Lake Municipal Code section 13.04.070 sets forth a schedule of fees charged to each new connection to the City's water system in order to collect the connection's equitable share of the cost of the system (hereinafter System Development Charges (SDCs)); and

WHEREAS, the City Council of the City of Bonney Lake finds as a matter of public policy that maintaining appropriate SDCs is essential to ensure adequate funding of capital projects for the City's water system; and

WHEREAS, the City Council desires to treat both existing and new water customers fairly and equitably; and

WHEREAS, a trial on the reasonableness and equity of the SDCs was recently held in Pierce County Superior Court; and

WHEREAS, at the conclusion of the trial, the judge issued a ruling on how SDCs should be calculated; and

WHEREAS, the Bonney Lake Comprehensive Water System Plan (CWSP), which contains some of the data upon which SDCs may be based, contains data that is now outdated; and

WHEREAS, it is desirable to update both the CWSP and the Water SDC so that the fairest and most equitable charge may be calculated; and

WHEREAS, RH2 Engineering, Inc., and FCS Group are recognized experts in planning utilities infrastructure and calculating SDCs, respectively, and because of their involvement in the afore-mentioned trial and their familiarity with the water system, are the most qualified firms for this task.

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that RH2 Engineering, Inc. and FCS Group are authorized to update and revise the CWSP, as needed, and recalculate the water SDCs according to the best available current data. A sole source contract with RH2/FCS Group is authorized to accomplish this work. Completion of this contract would be within 60 days of the date of this resolution.

PASSED BY BONNEY LAKE CITY COUNCIL this 27th day of February, 2007.
ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

City Attorney Jim Dionne

Neil Johnson, Mayor