I. CALL TO ORDER – Mayor Neil Johnson

A. Flag Salute:

B. Roll Call: [A1.3]

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, Interim Planning & Community Development Director Marvin Vialle, 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: [A3.6.9]

1. Announcements:
2. Appointments:
3. Presentations: Proclamation – Parks Appreciation Day – April 28th

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: [A3.6.12]

1. AB07-92 – Moratorium on Downtown Development Permits

B. Citizen Comments: [A1.2]

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: [A3.6.1]

A. Finance Committee
B. Community Development Committee
C. Public Safety Committee
D. Other Reports

IV. CONSENT AGENDA: [A4.1.6]

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.

A. Approval of Corrected Minutes: March 20th Council Workshop and March 27th Council Meeting [A3.6.2]

B. Checks/Vouchers: Accounts Payable checks/vouchers #46954 thru 47077 in the amount of $404,933.88. Accounts Payable check/voucher #47078 for AR deposit refund in the amount of $815.37. [B4.9]

C. Payroll: Payroll for March 16-31, 2007 for checks 25858-25867, including Deposits and Electronic Transfers for $147,240.02. (Police Department)
Payroll for March 16-31, 2007 for checks 25868-25899, including Deposits and Electronic Transfer for $304,645.41. (AFSCME and Non-represented) [C4.9]


E. AB07-65 – Ordinance D07-65 - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 3.90 Of The Bonney Lake Municipal Code And Ordinance No. 826, Relating To Miscellaneous Fees. [A3.5.5] [F4.3]

F. 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. [F5.3.4]

G. AB07-71 – Resolution 1668 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Use Of Special Purchasing Procedures For The Bonney Lake Days Celebration And Other Special Events. [F4.8]

H. AB07-81 – Resolution 1674 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With KPFF Consulting Engineers For The Eastown 96th Street Water Main Project. [D4.10.2]

J. AB07-89 – A Motion Of The Bonney Lake City Council Approving Out-of-State Travel for Barbara Barth and Donna Berube to Portland, OR. [A 3.9.10][A 4.7]

V. FINANCE COMMITTEE ISSUES:

A. AB07-21 – Ordinance D07-21 - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 12.12 Of The Bonney Lake Municipal Code And The Corresponding Portions Of Ordinance Nos. 1150, 1037, 1015, 826, 669, 661, And 454 Relating To Park Regulations. [A 3.5.5]

B. AB07-85 – Resolution 1676 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Hire An Assistant Chief Of Police and A Patrol Officer In Lieu Of The Administrative Lieutenant’s Position. [A 3.9.1]

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES:

A. AB07-68 – Ordinance D07-68 - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Regulating The Sale, Purchase, Use, And Possession Of Fireworks Within The City Of Bonney Lake; Providing For Civil And Criminal Enforcement Of Consumer Fireworks Regulations, Incorporating By Reference Provisions Of Title 70.77 Of The Revised Code Of Washington (RCW); Repealing Chapter 5.14 Of The Municipal Code, And Adopting A New Chapter 5.14. [A 3.5.1][0 1.10]

VIII. FULL COUNCIL ISSUES:

A. AB07-91 – Resolution 1678 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Supporting The City Of Bonney Lake As The Principal Sewer Provider On the Bonney Lake Plateau. [A 1.1.1]

B. AB07-87 – A Motion Of The Bonney Lake City Council Indicating Councilmember Jim Rackley as the City’s Vote For The Small Cities Representative Position On The Pierce Transit Board. [A 3.6.19]

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, Parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and desirable places to live, work, play, and visit and contribute to our ongoing economic vitality; and

WHEREAS, Parks are a place where people can reflect, exercise, play, socialize, and have fun; and

WHEREAS, public parks and open spaces help build a sense of community and are places where everyone is welcome; and

WHEREAS, numerous jurisdictions, cities and organizations, including Bonney Lake, have joined together to create an event that encourages citizens to celebrate the value and enhanced quality of life that parks bring to our communities; and

WHEREAS, Starbucks and many other businesses, benefactors, organizations and donors have provided sponsorships and donations to support this event that will bring citizens together to support their local parks; and

WHEREAS, thousands of citizens throughout Pierce County will volunteer their time to clean-up and beautify parks and open spaces on Saturday, April 28, 2007.

NOW, THEREFORE, I, Neil Johnson, Mayor of the City of Bonney Lake, Pierce County, Washington, proclaim April 28th, 2007 as:

Parks Appreciation Day!

And encourage all citizens to celebrate by participating in this event and assisting to clean up and beautify Bonney Lake’s parks, trails, and open spaces.

Dated this 10th day of April, 2007

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

Department/Staff Contact: Admin Srvcs/Edvalson
Council/Wrkshp Mtg Date: 10 April 2007
Agenda Bill Number: AB07-92
Ordinance Number: Resolution Number: Councilmember Sponsor:

BUDGET INFORMATION

2007 Budget Amount Required Expenditure Impact Remaining Balance

Explanation: No budget impact.

Agenda Subject: Public Hearing – Regarding the Council’s adoption of Ordinance 1229 – Establishing a Moratorium on the Acceptance of Development Permits in the Downtown Core Zone.

Administrative Recommendation: None.

Background Summary:

On March 13, 2007, the Bonney Lake City Council adopted Emergency Ordinance 1229, which established a moratorium on the acceptance of Development Permits in the Downtown Core Zone. The City Council designated the Council meeting of April 10, 2007 as the time and place to hold a public hearing on the moratorium. The Council briefly discussed the moratorium at the Council workshop of April 3, 2007.

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 Workshops: 04/03/07
Council Action:
Council Call for Hearing:
Council Referred Back to: Workshop: Committee:
Council Tabled Until: Council Meeting Dates: 03/13/07, 04/10/07

Signatures:
Dir. Authorization: Mayor: Date City Attorney Reviewed:
ORDINANCE NO. 1229

AN ORDINANCE OF THE CITY OF BONNEY LAKE, WASHINGTON, ESTABLISHING A MORATORIUM ON THE ACCEPTANCE OF DEVELOPMENT PERMIT APPLICATIONS FOR THE DOWNTOWN CORE ZONE.

WHEREAS, in conformity with the responsibilities of the City of Bonney Lake to provide for development regulations pursuant to state law, as well as the City's authority to regulate development activity within its corporate limits, the City intends to enact specific development regulations for its Downtown Core zone, which is currently governed by BLMC Chap. 18.36; and

WHEREAS, a new Downtown Plan has been proposed as part of the Bonney Lake Comprehensive Plan, which contemplates for the Downtown Core a vibrant, compact urban environment with an emphasis on safe and convenient pedestrian travel and a de-emphasis on automobile traffic; attractive streets and buildings that are inviting to shoppers and other visitors; lush landscaping; and a mix of civic, residential, retail, entertainment, and office uses; and

WHEREAS, before it becomes effective, the Downtown Plan must be reviewed by the Bonney Lake Planning Commission, subjected to public hearings, and approved by the City Council; and

WHEREAS, the City Council needs to enact additional development regulations governing the Downtown Core, in order to augment and support the Downtown Plan, including amendments to BLMC Chap. 18.36 and other Code provisions; and

WHEREAS, RCW 35A.63.220 and 36.70A.390 give the City authority to enact a moratorium or interim zoning control to prohibit the permitting and vesting of development while Comprehensive Planning and development regulations are underway, as long as a public hearing on the moratorium is held within sixty days; and

WHEREAS, a moratorium enacted under the above statutory provisions is a method by which a local government may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, the City Council concludes that the City does have the authority to establish a moratorium on the acceptance of applications for development permits in the Downtown Core zone as a stop-gap measure in order to: (a) provide the City with an opportunity to study and enact appropriate development regulations for the Downtown Core; (b) minimize the negative impacts that would be caused by inconsistent development in the Downtown Core; and (c) avoid applicants establishing vested rights contrary to and inconsistent with any development regulations the City enacts as a result of this process; and

WHEREAS, it is appropriate for a public hearing to be set with the adoption of the moratorium.
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DO ORDAIN AS Follows:

Section 1. A moratorium is imposed on the acceptance of any applications for development permits for development in the Downtown Core zone. For purposes of this ordinance, "development" shall be defined as any construction, reconstruction or any use of real property which requires review and approval of a development permit. The term "development permit" shall mean any building permit application (including remodel or tenant improvement), planned unit development application, short plat application, preliminary plat application, and project rezone application.

Section 2. The moratorium imposed by this Ordinance shall be effective on the date hereof, and shall continue in effect for a period of six months, unless repealed, extended, or modified by the City Council.

Section 3. The following preliminary findings of fact are hereby adopted:

A. That the City envisions a Downtown Core that is vibrant, compact, pedestrian-friendly, and attractive to visitors, with lush landscaping, wide sidewalks, retail establishments with store fronts facing the streets, and a mix of civic, retail, entertainment, open space, and residential uses.

B. That in order to effectuate the Downtown Plan, development regulations need to specifically address the attributes of the Downtown Core.

C. That the Planning Commission and City staff are authorized and directed to review the experience of other jurisdictions, the status of legal cases, zoning codes, and any relevant information and studies to determine how best to use development regulations to implement the Downtown Plan.

D. That the Planning Commission and City staff shall develop proposals for development regulations, to be forwarded to the City Council for inclusion in ordinances and ultimate adoption as a part of the Bonney Lake Municipal Code.

E. That during the time the Moratorium is in effect, the Mayor, in consultation with City staff and the City Attorney, shall periodically advise the City Council as to the status of hearings, meetings, and information development regarding the development regulations.

Section 4. A public hearing shall be scheduled for 7 p.m., on the 10th day of April, 2007, at the regularly-scheduled Bonney Lake City Council meeting, to hear and consider comments and testimony of those wishing to speak regarding the Moratorium.

Section 5. Pursuant to RCW 35A.12.130, the Council declares a public emergency and finds that in order to protect the public health, safety, property and peace, this ordinance shall be effective upon adoption.
PASSED by the City Council and approved by the Mayor this 13th day of March, 2007.

[Signature]
Neil Johnson, Mayor

ATTEST:

[Signature]
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

[Signature]
James J. Eionne, City Attorney

Passed: 3/13/07
Valid: 3/13/07
Published: 3/15/07
Effective: 3/13/07
Call to Order:
Mayor Johnson called the March 20th Council Workshop to order at 5:37 p.m.

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

[Staff members attending were City Administrator Don Morrison, Interim Planning and Community Development Director Marvin Vialle, 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, and Records & Information Specialist Virginia Phelan.]

Councilmember Rackley moved to excuse Councilmember King. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.

Agenda Items:

1. Presentation and Discussion: Alderton-McMillin Plan – Pierce County

Mayor Johnson introduced Chip Vincent from Pierce County Planning, who had been invited to speak on the Alderton-McMillin Plan. Mr. Vincent said this sub-area plan consists of approximately 90% valley land, with the additional piece being on the plateau. This section consists mainly of the Falling Waters Development and is the reason Bonney Lake may take interest in the Alderton-McMillin Plan. Mr. Vincent explained the Plan is primarily focused on preserving the agricultural lands in the valley, while giving the property owners the ability to reap similar financial benefits as if they were to sell their land for development. The way this will be accomplished, he continued, is by transfer of development rights. Areas outside the UGAs of the Cities of Sumner, Orting and Bonney Lake can potentially be pulled into those cities’ UGAs and annexed if they buy the development rights to a portion of land in the valley equal to their land area.
Two things will need to be accomplished in order for the County to allow the transfer of development rights, Mr. Vincent explained. The City in question would have to demonstrate thorough planning for the area to be converted to urban use, including being able to provide all necessary services, compliance with the Growth Management Act, SEPA/environmental review, a comprehensive plan amendment, and capital facilities. Secondly, the property owner of the land requesting annexation into the City's UGA would need to buy the development rights from an agricultural property owner in the valley. In response to inquiry as to what the incentive is for the City, Mr. Vincent said this method would give the City control over the urbanization and growth of the areas annexed into the UGA. The incentive to the property owners trying to obtain annexation is the possibility they will be allowed to increase their density once within city limits. He said those property owners would prefer not to be included in this plan as it could be very costly for them. The drawing of the boundaries for the area were logical however, as the sub-area is surrounded on three sides by urban areas.

Mr. Vincent said the final decision on this plan rests with the County Council and encouraged the City Council to provide feedback to the County Planning Department and the County Council. Deputy Mayor Swatman suggested Council pass a resolution stating their position on the Plan and send it to the County Council. Mr. Vincent said the sooner the better. There was general discussion on urban growth areas, annexation laws, payment for farmers and the mistakes made by the County in years past. Mr. Vincent explained the best planning is done on a small scale, which is why the County is encouraging cities to take over the developments outside their UGAs. He said a City can plan to a level of detail which the County cannot.

Public Works Director Grigsby asked about Alderton-McMillin Community Planning Board's feelings on the potential Rhodes Lake Road corridor. Mr. Vincent said they would prefer no more roads off the plateau, but acknowledging the reality of the situation, were adamant any new major road coming off the plateau maintain a rural look. There was discussion on the Board's preferences for the road and the environmental reasons the valley should not be developed.

Mayor Johnson broached the topic of Mr. Vincent's opinion that Bonney Lake has the potential to be the next South Hill. He asked how the City could prevent this eventuality. Mr. Vincent described the similarities between the two areas and said the City will benefit from maintaining the level of good planning they have been exhibiting in recent years. He said growth will continue, but continued work on design standards, guidelines, and proper planning will be a great advantage to the City. Mayor Johnson asked how the City can plan for more open space. Mr. Vincent explained the County's method and suggested the City try something similar. Deputy Mayor Swatman thanked Mr. Vincent for opening the lines of communication with the Council and encouraged the same behavior in the future. Councilmember Rackley suggested having Mr. Vincent return in the future to discuss transportation issues.

A 10 minute break was called at 6:52 p.m. The meeting reconvened at 7:06 p.m.

2. Council Open Discussion

Retention Ponds.
Councilmember Hamilton said he had some complaints from homeowners behind the new project near Fred Meyer regarding increased flooding in their yards. He said there is also concern that the project's retention pond is not fenced. Director Grigsby relayed the new City guidelines which require a 4:1 slope in the retention ponds instead of a fence. He added that most cities only
require a 3:1 slope, but the City went an extra step in the interest of safety. Councilmember Hamilton said there are concerned parents, to which Director Grigsby responded the 4:1 grade of the retention pond is so gentle a child could crawl out. Councilmember Hamilton asked staff to investigate if the project in question falls under the previous rules requiring a fence.

Cattle Crossings.
Councilmember Bowen referenced an email from the State, which read that the old cattle crossings under Hwy 410 could not be used for pedestrian walkways because they do not meet code. The crossings would need to be deeper which would cause stormwater issues. The City must generate the money required for the cattle crossings to be compliant if pedestrian uses are desired. Councilmember Bowen said Hwy 410 will become an increasingly serious barrier to pedestrians as future expansions are realized. Director Grigsby said the State has not spent any money researching this topic, but they mentioned the requirements to meet code regulations. They also warned that underpasses of this nature are magnets for vandals and drug users. He said the State’s main concern is the stormwater issue. Councilmember Hamilton asked if the State was going to use tax payer money to fill in the cattle crossings, to which Councilmember Bowen replied it would not cost much to fill them. Even if it is not done intentionally, when the highway is widened the ends will be sealed by the new edges of the road. Consequently, if nothing is done to make use of the cattle crossings now, the opportunity will be lost. Mayor Johnson directed the CDC to look into this topic more in-depth.

Bikini Baristas.
Councilmember Noble referenced a complaint she had received regarding the espresso stand at the 76 station on Old Sumner-Buckley Hwy. The baristas are wearing only bikinis in an effort to increase sales. She acknowledged the City could probably not do anything about it, but asked what Council can tell citizens who complain. City Attorney Dionne said he would have to look into it and report back.

Street Lighting.
Deputy Mayor Swatman noted he appreciates the new street lighting program. The lights are very noticeable, yet cost the City virtually nothing.

Cascadia Sewer.
Deputy Mayor Swatman expressed his concern with the sewer situation in Cascadia. Orting is supposed to provide sewer, but is having difficulty with the logistics. Now there are rumors that Pierce County is going to help Cascadia with sewer. Councilmember Rackley said the City could possibly service that area if they built a membrane plant. The increase in customers would make a membrane plant necessary due to Plateau 465 requiring City sewer more affordable. Councilmember Hamilton questioned the intent of Pierce County, who originally sold the City sewer because of the desire to be out of the sewer business on the plateau. He asked the City Attorney to investigate what rights they have to provide sewer. Deputy Mayor Swatman said the Sewer Comprehensive Plan was suitable at the time it was passed, but now the County has allowed multiple large developments in the City’s sewer service area. The City does not have the capacity to serve these developments and cannot afford to build a new plant without having many more customers. Council discussed the costs and benefits of a membrane plant. Director Grigsby noted the SDCs currently being collected will not be sufficient to build a sewer plant and the City should encourage developers to build their own plants. Councilmember Hamilton said the City should have been collecting fees in anticipation of needing a membrane plant. The City can start small and augment the plant, although the initial cost would be high.
Councilmember Rackley suggested using Sumner’s plant as a buffer while a new plant is built on the plateau. That particular plant can be expanded by approximately 40%. Mayor Johnson said Sumner is planning to build hotels and expand the sewer plant. He suggested weaning from the use of their plant while building a larger membrane plant on the plateau.

South Prairie Road Construction.
Deputy Mayor Swatman apologized, saying the project on South Prairie Road is major and hard on the citizens. Mayor Johnson said he has been sending updates on the project via email for Councilmembers to give citizens who complain or are seeking the status. Most citizens are concerned about the traffic and they need to be assured the contractors are adhering to the rules.

Angeline Road Speed Limit.
Councilmember Noble said she sometimes receives suggestions to increase the speed limit on Angeline Road to 30 mph from 25. She suggested it may be a good idea. Director Grigsby commented all the City streets are supposed to be 25mph according to the code, but it would be simple to change. Councilmember Noble noted the Myer’s Road speed limit is 30 mph. Mayor Johnson asked the Public Safety Committee to look into it. Councilmember Hamilton requested there be an abundance of public involvement, as citizens tend to feel strongly about speed limits within their neighborhoods.

Sumner Water Tank.
Mayor Johnson asked Interim Planning & Community Development Director Vialle to follow up on former Director Leedy’s work regarding the Water Tank being built on Elhi Hill. Director Leedy was ensuring the construction stayed within the parameters set by the Hearing Examiner. Council discussed possible painting of the tank, as well as other ways to mask it.

There were no corrections offered for the minutes.

Councilmember DeLeo said he is in favor of charging Citizens nothing but the recovery cost of the card they will use to access the launch and charging non-residents $17, the cost of the North Lake Tapps Park Boat Launch. Council discussed the proper cost to charge for the card and concluded $25 would be sufficient for a first card, but a replacement card would be up to $100 to discourage people from selling their cards. There was debate on how to regulate the sale of the cards, what proof would be required from citizens and how many launches would be allowed per card per day. There were suggestions to allow only one launch per day or to track the cards to make sure they were not being used an unreasonable number of times. Chief Financial Officer Wroe said the code would need to be amended to accommodate the new boat launch system and fees. Mayor Johnson said the City needs a starting point for this program and then they will be able to learn what works and what does not. There are too many variables to guess at without the experience to determine what works. Council discussed parking, how to decide when to close the launch and whether the City’s launch contributes a significant amount of traffic to the lake. Mayor Johnson said this topic would be moved to the Finance Committee.

5. Discussion: Bonney Lake Downtown Redevelopment.
Planning Manager Ladd said the design guidelines are underway as a result of the contract approved by Council at the March 13th Council Meeting. He distributed an estimated timeline and said the process should be completed by the end of August so the moratorium may be lifted. Deputy Mayor Swatman encouraged the Planning Agency to have additional meetings to accelerate the process. Planning Manager Ladd noted there are many meetings required in this process involving a number of different groups. The consultants will have a draft prepared by the last week of May and then the Planning Commission will be able to begin reviewing it. Planning Manager Ladd inquired as to the legislative priority of other Downtown projects, which staff could be working on at the same time as the design guidelines. Councilmember Rackley said Director Grigsby is working on the storm drainage and sewer plans for the area and asked if there were other things on which the Community Development Committee should focus. He added there is also a traffic study underway.

Deputy Mayor Swatman asked about the regulations being prepared for electronic reader board signs, to which Planning Manager Ladd replied he thinks it is being dealt with in the Legal Department and is not specifically a part of the Downtown Guidelines which Maker’s is creating. City Attorney Dionne sought direction from Council on how the signs should be regulated. There was discussion on the flashing sign at Bonney Lake Fitness and whether the City may want different sign regulations for different areas of the City. Planning Manager Ladd said staff can create a good ordinance and recommended requiring design review for signs instead of using rigid guidelines as they leave more room for creativity. City Attorney Dionne said he preferred rigid guidelines as they are easier to enforce.

Mayor Johnson said the Chief is investigating the possibility of allowing the Code Enforcer to write tickets. There was discussion on some of the current sign code violations in the City, as well as those in the County on the edge of City Limits. Mayor Johnson suggested pursuing an interlocal agreement with the County for enforcement of sign codes. City Attorney Dionne said the more consistently these portable signs are prohibited, the better.

Planning Manager Ladd outlined the most recent meeting of the Downtown Developer’s Group, citing that once again a new major property owner attended. He noted the moratorium is not particularly popular, but it should not have to be in place for long. Mayor Johnson said he and the City Administrator intend to go door-to-door Downtown to talk to people about their properties and the Downtown Plan.

6. Executive Session: None.

7. Adjournment

Councilmember Bowen moved to adjourn the workshop at 8:34 p.m. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.
Items submitted to the Council Meeting of March 20, 2007:

I. CALL TO ORDER – Mayor Johnson called the meeting to order at 7:03 p.m.

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

B. Roll Call [A1.3]

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 Chereyle Noble and Councilmember Jim Rackley.

Staff members present were City Administrator Don Morrison, Interim Planning & Community Development Director Marvin Vialle, Public Works Director Dan Grigsby, Chief Financial Officer Beth Anne Wroe, Police Chief Mike Mitchell, City Attorney James Dionne, Administrative Services Director/City Clerk Harwood Edvalson, City Engineer John Woodcock 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: None.

B. Citizen Comments:

Carol Ujick, Park Board Chairperson said she wanted to discuss the future of the Snack Shack at Allan Yorke Park. The concession stand should be operated full time throughout the summer, not intermittently by service groups such as the
Kiwanis. She said it is a service to the citizens who spend time at the park. There has been poor communication between Council and the Park Board as to the future of the concession stand and it has put the Park Board in a bad position. Ms. Ujick elaborated that the desire was to begin seeking concessionaires, but they did not feel it was appropriate given the rumors being heard regarding Council’s plans for the stand.

Councilmember DeLeo said the idea behind Kiwanis use of the stand was the ability to sell popcorn and similar items at Friday Night Flicks. Councilmember Noble added the Council is open to any of the Park Board’s ideas and has not made any decisions at this point. Her understanding was that the concessionaire from last year was not interested in pursuing a contract again this year. Ms. Ujick said she had heard differently. Mayor Johnson said the City would prefer one person to run the Snack Shack the entire summer, but was thinking of new ideas in case such a person could not be found.

Dan Decker 20401 70th St, said the City’s use of LIDAR for photo enforcement in school zones is illegal because the RCW specifies that speed measuring devices using time and distance, such as LIDAR, require a ⅜ mile or farther horizontal range. This is to assure the mathematical calculation for speed detection is accurate. He said he believes an error has been made by the City, but that it was not intentional. Police Chief Mitchell said he believes the RCW in question is specifically regulating aircraft or pacing, not LIDAR. He added the instruments being used by the City are state certified and legal for the purposes for which the City is using them. Mr. Decker said he has copies of the RCWs and various manuals to support his statements. Mayor Johnson asked him to share his information with the City Attorney so it can be further researched.

C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:
[A3.6.4]

A. Finance Committee
Deputy Mayor Swatman said the Finance Committee met this evening and discussed:
1. Boat Language Ordinance. They discussed collecting data over time and then establishing future changes in the procedure;
2. Amending BLMC 3.09 regarding copy machine fees in response to the new color copiers being used by the City;
3. Proposed ordinance for Council Committees, which would soon be forthcoming;
4. Resolution 1668 - relating to payments for performers during Bonney Lake Days and other special events;
5. Third party billing for utilities;
6. Utility rates for 2008; and
7. Future sewer service area, the possibility that Pierce County will be providing Sewer to Cascadia and what effect that will have on Bonney Lake sewer customers.

B. Community Development Committee
Councilmember Rackley said the Community Development Committee met on March 19th and received a report from the Stream Team regarding their activities and volunteer information. They also discussed downtown stormwater, the 192nd 30% design, the Lake Bonney draft water quality report, and the South Prairie Road construction. He said the committee forwarded the following items to this meeting’s agenda and recommends approval of all of them:
1. Resolution 1673 – An adjustment on a bill previously passed relating to water studies, which escalated in cost;
2. Resolution 1667 – CPS Engineering agreement; and
3. Resolution 1671 – The Downtown traffic study;

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

D. Other Reports:

AWC Nominations. [Note: this report took place before the committee reports]
Mayor Johnson asked Council if anyone would be interested in running for the At-Large Western 1 position for which AWC is currently taking nominations. He said it is currently held by Kathleen Turner from Puyallup. Councilmember King clarified the open position is not for District 6, to which Bonney Lake belongs, rather it is At-Large. Deputy Mayor Swatman agreed to be nominated.

Public Disclosure Commission.
Deputy Mayor Swatman reminded Council to file their F-1 PDC form, which is due the 15th of April.

Alderton-McMillin Plan.
Councilmember Hamilton reported he met with Tom Ballard, who represents some of the property owners to the South of the City. Mr. Ballard is concerned by the Alderton-McMillin Plan because it may cause some of the private development owners to withdraw from funding the Rhodes Lake Road Corridor. Falling Waters, Weyerhaeuser, Investco and Cascadia are all beginning to work together on this project and this Plan is a threat to the possibility that mostly private funds could be used to build this road. Council decided to discuss the Plan further at a future workshop.

Pierce Transit Board.
Councilmember DeLeo mentioned the nomination for Councilmember Rackley to be on the Pierce Transit Board, saying he had learned the board is waiting for more applications to be submitted and planning to make a decision in April.
Food Handler’s Card.
Councilmember DeLeo reminded everyone that the Senior Center is hosting a class on March 28th from 6:00 p.m. to 8:00 p.m. for people to obtain a food handler’s card.

Bonney Lake High School Track.
Councilmember DeLeo said Matt Hagwood, the volunteer track coach at BLHS, had attended the recent Kiwanis meeting to request donations for the track team to purchase poles for pole vaulting. The High School forgot to budget for the track program this year and consequently there is no money for the track team. Poles cost $400 on average and the School needs approximately 30. Councilmember DeLeo said he would be donating his council discretionary funds to the BLHS Track program and encouraged others to donate as well.

7:30:35  IV. CONSENT AGENDA: [A3.6]

Councilmember Hamilton asked to pull item D and move it to the Community Development Committee Issues portion of the meeting. Councilmember Noble asked to pull item E and move it to Community Development Committee Issues.

A. Approval of Minutes: March 6th Council Workshop and March 13th Council Meeting. [A3.6.2]

B. Checks/Vouchers: Accounts Payable checks/vouchers #46820 thru 46952 (and wire transfer #2617533) in the amount of $1,088,371.27. Accounts Payable check/voucher #46953 in the amount of $165.00. [F4.9]

C. Payroll: Payroll for March 1-15, 2007 for checks 25792 - 25801 in the amount $6,175.00; Payroll for March 1-15, 2007 for checks 25802 - 25819 in the amount $23,418.22, Electronic Transfer for $7,134.44; and Payroll (Police Guild) for March 1-15, 2007 for checks 25820 - 25825 including Deposits and Electronic Transfers for $92,506.94; and Payroll (AFSCME and non-represented) for March 1-15, 2007 for checks 25826 - 25857 including Deposits and Electronic Transfers for $251,866.03. [F4.9]

D. AB07-77 Resolution 1673 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Professional Services Agreements With RH2 Engineering, Inc. And Financial Consulting Service Group, Inc. To Update The Comprehensive Water System Plan And Water System Development Charges. [A4.7.1]

E. AB07-67 Resolution 1667 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Personal Services Agreement With CTS Engineers For Drainage Improvement At 191st & 79th. [O4.7.1]

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

Motion approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:


Councilmember Hamilton said he had asked that this item be pulled merely because he would not be voting for it. City Engineer Woodcock explained the estimate for this agreement has increased to about $80,500 because he wanted to ensure the City received an iron clad document against any further challenges. To accomplish this he asked that the estimate include: additional council meetings, which would be optional, to keep Council properly informed; a professional municipal accountant; and additional work related to calculations for the City’s bills of sale per the Judge’s direction. He added that a portion of the cost of this agreement could be recouped in SDCs.

Deputy Mayor Swatman said all of the costs should be able to come from SDCs. Councilmember Hamilton questioned how this study would affect the charges, to which City Engineer Woodcock responded that they could increase, decrease or remain the same, but the important thing is the City will have all the data and information on the City’s infrastructure together in one document which could be updated smoothly. This way the City would have a defendable comprehensive analysis of the SDCs to present to Court should the situation arise again. Councilmember Hamilton noted that he thinks RH2 was also responsible for setting the Sewer SDCs, which are perhaps in need of further study, as well. Director Grigsby said Public Works would eventually be pursuing that also.

Councilmember Hamilton expressed concern that the City would have to repeatedly do studies like this every time there is a lawsuit and a judge arbitrarily makes a different determination. Director Grigsby said judges in the future will give weight to the current Judge’s determinations, which will be incorporated into the document being prepared by the two consulting groups. There was some discussion on the varying methods of computing SDCS, the process of compiling the data needed for a more defendable fee structure and the immediate need to begin work despite the Judge’s findings not yet being finalized. Council also discussed the 10 year Capital Improvement Plan and the value of the updated Comprehensive Plan resulting from this agreement.
Councilmember Rackley moved for a 5 minute break at 8:08 p.m. Deputy Mayor Swatman seconded the motion.

Motion approved 7 – 0.

The meeting reconvened at 8:17 p.m.

Council had no further discussion and chose to vote.

Motion to adopt Resolution 1673 approved 4 – 3. Deputy Mayor Swatman, Councilmember Hamilton and Councilmember Noble voted No.

E. AB07-67 – Resolution 1667 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Personal Services Agreement With CTS Engineers For Drainage Improvement At 191st & 79th. [O 4.7.1]

Councilmember Rackley moved to approve Resolution 1667. Councilmember Hamilton seconded the motion.

Mayor Johnson explained this is an area which has continually had serious flooding issues. He said the consultants will offer three designs and cost estimates on how to fix the drainage. Once their recommendations come through, Council can make a decision so this problem may be fixed.

Motion to adopt Resolution 1667 approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: Pursuant to RCW 42.30.110(1)(b) the City Council announced an Executive Session for 10 minutes to discuss property acquisition. At 8:19 p.m. the meeting adjourned to Executive Session. The regular Council meeting reconvened at 8:27 p.m.

X. ADJOURNMENT

At 8:27 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Hamilton seconded.
Motion approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Mayor Neil Johnson, Jr.
Accounts Payable and Utility Refund Checks/Vouchers

04/10/2007

Accounts Payable checks/vouchers #46954 thru 47077 in the amount of $404,933.88.

Accounts Payable check/voucher #47078 for AR deposit refund in the amount of $815.37.
PAYROLL CERTIFICATION
2007

Payroll for March 16-31, 2007 for checks 25858-25867, including Deposits and
Electronic Transfers for $147,240.02. (Police Department)

Payroll for March 16-31, 2007 for checks 25868-25899, including Deposits and
Electronic Transfer for $304,645.41. (AFSCME and Non-represented)
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

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<th>Council/Wrkshp Mtg Date: 10 April 2007</th>
<th>Agenda Bill Number: AB07-80</th>
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<tr>
<td>Ordinance Number: D07-80</td>
<td>Resolution Number:</td>
<td>Councilmember Sponsor:</td>
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BUDGET INFORMATION

2007 Budget Amount | Required Expenditure | Impact | Remaining Balance |

Explanation: No budget impact.

Agenda Subject: Proposed Changes to BLMC 2.04 – Council Rules and Procedures.

Administrative Recommendation: Approval.

Background Summary:

The City Council has recently discussed the responsibilities of its standing committees. The proposed ordinance clarifies the areas of responsibility for the respective committees and combines the voucher review and finance committees into one committee. It changes the requirement for each committee to meet at least 12 times per year to a requirement to schedule at least 12 meetings per year. It also gives authority to CDC and Public Safety Committee Chairpersons to change the meeting dates of their respective committees on a temporary basis.

The proposed ordinance clarifies that the Council Rules and Procedures are procedural in nature and do not add any substantive rights or duties beyond those already established by state law. The ordinance also makes it clear that statements in Council Rules and Policies under BLMC 2.04.310, 2.04.770, 2.04.780, 2.04.860, or any other section that require preliminary consideration of ordinances or other Council agenda items by Council committees, are directory statements only for the convenience of the Council and not mandatory procedural or substantive requirements for lawful, final Council action.

Council Committee Dates:
Finance Committee: 03/27/07, 04/10/07
Public Safety Committee:
Community Development & Planning Committee:
Council Workshops: 03/06/07

Commission Dates:
Planning Commission:
Civil Service Commission:

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

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

Signatures:
Dir. Authorization Mayor Date City Attorney Reviewed:
FINANCE COMMITTEE

DATE: 03/27/07

ORIGINATOR: Woody Edvalson  TITLE: Administrative Services Director

SUBJECT/DISCUSSION: Proposed Ordinance—City Council Committees
Council has had some discussion regarding the responsibilities of its standing committees. The proposed ordinance clarifies the areas of responsibility for the respective committees and combines the voucher review and finance committees into one committee. It changes the requirement for each committee to meet at least 12 times per year to a requirement to schedule at least 12 meetings per year. It also gives authority to CDC and Public Safety Committee Chairpersons to change the meeting dates of their respective committees on a temporary basis.

ORDINANCE/RESOLUTION - Ordinance # D07-

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Discuss the proposed changes and provide direction regarding the draft ordinance.

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

BUDGET INFORMATION

BUDGETED ITEM: TOTAL COST: N/A
(Note: If budgeted item, attach copy of budget page and identify)

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Explanation: No significant impact.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Dan Swatman, Chair, Finance  3-22-07  

Phil DeLeo, Chair, Public Safety  3-27-07  

James Rackley, Chair, CDC  3-27-07

COMMITTEE COMMENTS: 

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

Please schedule for Council Meeting date of:  April 10, 2007
Consent Agenda - ☐ Yes  ☐ - No
ORDINANCE NO. D07-80

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTIONS 2.04.860, 2.04.890, and 2.04.910 OF THE BONNEY LAKE MUNICIPAL CODE AND THE CORRESPONDING PORTIONS OF ORDINANCE NO. 1061 AND ADDING NEW SECTIONS 2.04.015 AND 2.04.315 RELATING TO THE COUNCIL RULES AND PROCEDURES

WHEREAS, the City Council wishes to clarify its Rules and Procedures.

NOW THEREFORE, the City Council of the City of Bonney Lake do ordain as follows:

Section 1. A new Section Bonney Lake Municipal Code §§ 2.04.015 of the Bonney Lake Municipal Code is hereby added to read:

2.04.015 Procedural Policies.

Action taken not in compliance with these rules, but which is otherwise lawful, shall not invalidate such action or be deemed a violation of law. These procedural policies are designed to assist the Council and Councilmembers in performing their duties and not to provide additional substantive rights or duties above and beyond that otherwise already established by state law. Failure of the Council to follow any of these rules shall be deemed a Council decision to waive such rule, and no notice of such waiver need be provided prior to such waiver.

Section 2. A new Section Bonney Lake Municipal Code §§ 2.04.315 of the Bonney Lake Municipal Code is hereby added to read:

2.04.015 Directory Statements.

Statements in these policies under 2.04.310, 2.04.770, 2.04.780, 2.04.860, or any other section that require preliminary consideration of ordinances or other Council agenda items by Council committees, are directory statements only for the convenience of the Council and not mandatory procedural or substantive requirements for lawful, final Council action.

Section 3. Bonney Lake Municipal Code §§ 2.04.860, 2.04.890, and 2.04.910 and the corresponding portion of Ordinance No. 1061 are hereby amended to read as follows:

2.04.022 Finance committee voucher and payroll review- Time and place.

The finance committee voucher and payroll reviews shall be held at the City Hall council chambers on the second and fourth Tuesdays of each month at the hour of 4:30 p.m. (Ord. 1061 § 1, 2004; Ord. 887 § 2, 2001).
2.04.860 Definition and scope of council standing committees.

The standing committees of the council and the scope of their duties are described as follows. The council may amend these committees as they deem necessary. All issues for council meeting agendas shall be reviewed by the appropriate council committee, except those issues identified as approved for council workshops or as council may approve, prior to submitting to the city clerk for scheduling. Each council standing committee shall schedule and hold meetings a minimum of 12 meetings per year.

A. Finance Committee. The chair of the finance committee shall be the deputy mayor. The chairs of the community development committee and the public safety committee shall also serve on this committee with the deputy mayor. The finance committee was created exists for the purpose of reviewing all monthly city payable vouchers and payroll and to make recommendations to the city council for payment approval of the city’s expenditures at a minimum of twice per month; and for the purpose of advising the city council on matters concerning the general fiscal and financial operations of the city, budget and financial reports, policy matters related to city finances and personnel, including, but not limited to, the salary grade schedule, position classifications and salary changes in coordination with the mayor, finance director, senior human resources analyst and administrative services coordinator.

B. Voucher Review Committee. The chair of the voucher review committee shall be the deputy mayor. The voucher review committee was created exists for the purpose of reviewing all monthly city payable vouchers and payroll and to make recommendations to the city council for payment approval of the city’s expenditures at a minimum of twice per month.

BG. Public Safety Committee (PSC). The public safety committee was created exists for the purpose of advising the city council on matters concerning the overall safety of the citizens who live within our community. that pertain to police and fire protection; parks and recreation; the municipal court; emergency services and animal control in coordination with the police department, fire department, and civil service commission; and other public facilities and services. The PSC’s jurisdiction includes, but is not limited to, police and fire protection, safety and security in City parks, municipal court, emergency services, animal control, and civil and criminal penalties for conduct threatening public safety.

CD. Community Development Committee (CDC). The community development committee was created exists for the purpose of advising the city council on matters related to the planning of the physical, economic, aesthetic, cultural and social development of the city. zoning codes, building codes, sign codes, annexation policies, parks and recreation and all city utilities in coordination with the planning department; planning commission, building department, parks department, and the public works department, and other public facilities and services. (Ord. 1061 § 1, 2004). The CDC’s jurisdiction includes, but is not limited to, zoning, building codes, sign codes, annexations, parks and recreation, utilities, and other public facilities and services as they pertain to the growth and development of Bonney Lake.

2.04.880 Composition of standing committees.
Membership, including chairs of the three standing committees, shall be decided by the Council biennially at the first meeting in January (same as deputy mayor) or more often as the council determines is necessary. Each committee shall consist of three members. Each council committee shall decide who will serve as chair of the committee. The deputy mayor shall chair the finance and voucher review committee. The chairs of the public safety committee and the community development committee shall also serve with the deputy mayor on the finance and voucher review committee. (Ord. 1061 § 1, 2004).

2.04.890 Duties of council committees.

Standing committees shall be concerned primarily with policy matters. They shall review such matters within their general areas of jurisdiction or as determined by council direction or committee consensus and shall formulate recommendations to the full council for action.

The chair of each standing council committee shall be responsible for setting the agendas for each committee meeting and providing minutes of the meetings to all councilmembers, mayor and appropriate staff. (Ord. 1061 § 1, 2004).

2.04.910 Council committee meeting schedules.

The days and times of the voucher review-finance committee meetings are fixed by ordinance and the days and times of other council committee meetings are fixed by resolution and may be amended as necessary by a majority vote of the council, or on a temporary basis by the committee chairperson. The schedule for committee meetings shall be posted at City Hall, the library and post office, and on the city's website. All committee meetings are open to the public. (Ord. 1061 § 1, 2004).

Section 4. This ordinance concerns powers vested solely in the City Council 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 10th day of April, 2007.

______________________________
Neil Johnson, Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC, City Clerk
APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney

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

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<td>Ordinance Number: D07-65</td>
<td>Resolution Number:</td>
<td>Councilmember Sponsor:</td>
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**BUDGET INFORMATION**

**2007 Budget Amount** | **Required Expenditure** | **Impact** | **Remaining Balance**

**Explanation:** No significant budget impact is expected.

**Agenda Subject:** Revision of Miscellaneous Fee Schedule (BLMC 3.90).

**Administrative Recommendation:** Approval.

**Background Summary:**

The City’s departments recognize there is a greater administrative expense in charging and receipting small numbers of copies than there is revenue to cover the accounting effort. Many cities allow for some nominal number of copies per day to be provided free of charge to the public.

This proposed change in fee schedule would allow for the first five photo copies of city records per day to be provided at no charge to the City’s customers. The change also provides for an increase in the per copy fee from $.10 to $.15 for copies up to 11x17 whether the copies are standard or color. Color copies cost the City nearly twice as much as a standard copy.

The proposed changes also increase notary services to $5.00 per signature. The State maximum charge is $10.00. The fee for certification of a non-court document is also increased to $5.00 per certification.

**Council Committee Dates:**
- Finance Committee: 03-27-07
- Public Safety Committee:  
- Community Development & Planning Committee:  
- Council Workshops:  

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

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

**Council Action:**

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

**Signatures:**
- Dir. Authorization:  
- Mayor:  
- Date City Attorney Reviewed: 
DATE: 03/27/07

ORIGINATOR: Woody Edvalson  TITLE: Administrative Services Director

SUBJECT/DISCUSSION: Proposed Ordinance– Miscellaneous Fees
Staff has recognized the administrative expense associated with receipting the fees associated with the sale of small numbers of photocopies. There is also an increased expense to the City for color copies. The proposed ordinance proposes that the first five copies (up to 11”x17”) per day per person be provided without charge, including color copies. To recover some of the expense, it is proposed that requests for copies in excess of the five per day be charged at the maximum rate allowed by the State, $.15 per copy. The Ordinance also proposes increases in some minor fees. It is anticipated the balancing nature of the proposals will have little budget impact.

ORDINANCE/RESOLUTION AB07-65 - Ordinance # D07-65

REQUEST OR RECOMMENDATION BY ORIGINATOR:
Discuss the proposed changes and provide direction regarding the draft ordinance.

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

BUDGET INFORMATION

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</table>

Explanation: No significant impact.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Dan Swatman, Chair, Finance

Phil DeLeo, Chair, Public Safety

James Rackley, Chair, CDC

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

Please schedule for Council Meeting date of: Consent Agenda - ☐ Yes  ☐ - No

April 10, 2007
Ordinance No. D07-65

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIECE COUNTY, WASHINGTON, AMENDING CHAPTER 3.90 OF THE BONNEY LAKE MUNICIPAL CODE AND ORDINANCE NO. 826, RELATING TO MISCELLANEOUS FEES.

WHEREAS, updates are required to the City's miscellaneous fee ordinance;

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

Section 1. BLMC section 3.90.020 and Ordinance No. 995 § 1 is hereby amended to read as follows:

3.90.020 Miscellaneous items.

Certain fees for miscellaneous items apply:

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<thead>
<tr>
<th>Item Description</th>
<th>Fee Description</th>
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<tbody>
<tr>
<td>8.5&quot; x 11&quot; copy sheet</td>
<td>$0.40 per page (including back-to-back page) and less than one-half hour staff time for copying. Duplication of records over one-half hour will include staff time for copying.</td>
</tr>
<tr>
<td>11&quot; x 14&quot; copy sheet</td>
<td>$0.40 per page (including back-to-back page) and less than one-half hour staff time for copying. Duplication of records over one-half hour will include staff time for copying.</td>
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<tr>
<td>11&quot; x 17&quot; copy sheet</td>
<td>$0.15 per page (including back-to-back page) and less than one-half hour staff time for copying. Duplication of records over one-half hour will include staff time for copying.</td>
</tr>
<tr>
<td>Black and white/color copies up to and including 11&quot; x 17&quot;.</td>
<td>$0.15 per page (including duplex pages) after the first five pages. There is no charge for the first five pages per customer per day. The allowance shall not be cumulative and shall apply only to copies of city records.</td>
</tr>
<tr>
<td>18&quot; x 24&quot; map</td>
<td>$1.50 per page (cannot produce back-to-back pages), and less than one-half hour staff time for copying. Duplication of records over one-half hour will include staff time for copying.</td>
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<tr>
<td>24&quot; x 36&quot; map</td>
<td>$3.00 per page (cannot produce back-to-back pages). Duplication of records over one-half hour will include staff time for copying.</td>
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<td>Service Description</td>
<td>Fee Description</td>
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<td>--------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>Council, court, or commission tapes</td>
<td>$10.00 per tape (plus trip and staff time fee and outside agency fee. $10.00 fee must be paid in cash-up-front advance).</td>
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<tr>
<td>Court appeals</td>
<td>$40.00 appeals preparation and tapes</td>
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<td>Court certified copies</td>
<td>$5.00 per court document.</td>
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<tr>
<td>Special Duplication Requests (not applicable to Public Disclosure Requests)</td>
<td>Costs for large duplication projects will be agency actual cost, plus staff-time to deliver to agency.</td>
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<td>Postage/delivery services and other delivery methods</td>
<td>Actual costs. Advance payment may be required. The City will only provide FAX copies if the City incurs no expense for long distance charges.</td>
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<tr>
<td>Certification by city clerk</td>
<td>$2 5.00 per certification.</td>
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<tr>
<td>Notary</td>
<td>$2 5.00. Fee waived for City Business.</td>
</tr>
<tr>
<td>Other Electronic records</td>
<td>Actual costs for electronic records recorded to physical media (diskettes, CD-ROM, DVD, etc.) with a minimum of $2.00 per piece, except for court transactions, which shall be charged at $10 per piece.</td>
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</table>

Section 2. This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

Passed by the City Council and approved by the Mayor on the ____ Day of ________ 2007.

__________________________
Neil Johnson Jr., Mayor

ATTEST: APPROVED AS TO FORM:

__________________________
Harwood T. Edvalson, City Clerk

__________________________
James J. Dionne, City Attorney

Passed:
Valid:
Published:
Effective Date:
City of Bonney Lake, Washington  
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**BUDGET INFORMATION**

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**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>
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<td>Hearing Examiner:</td>
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<td>Community Development &amp; Planning Committee:</td>
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**Council Action:**

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<tr>
<th>Council Tabled Until:</th>
<th>Council Meeting Dates:</th>
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**Signatures:**

<table>
<thead>
<tr>
<th>Dir. Authorization</th>
<th>Mayor</th>
<th>Date City Attorney Reviewed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>2/23/07</td>
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</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>
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Explanation: Unexpected grant

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

Dan Swatman, Chair, Finance

Phil DeLeo, Chair, Public Safety

James Rackley, Chair, CDC

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: February 27, 2007
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 10th day of April, 2007.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
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
PIERC COUNTY HUMAN SERVICES

DEBARMENT, 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.arnet.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 ____________________________

WHUS/HSID/HS/CERTACT/Debarment Certification Form and Instructions 08-02.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.

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 so do, 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. 2111], 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 these 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 work place, 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</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury Liability</td>
<td>$1,000,000 per occurrence $1,000,000 aggregate</td>
</tr>
<tr>
<td>(b) Property Damage Liability</td>
<td>$500,000 per occurrence $1,000,000 aggregate</td>
</tr>
<tr>
<td>2) Commercial Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury Liability</td>
<td>$1,000,000 per person $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</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 $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 exceeding $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

f. Insurance provisions

g. Audits

h. General Compliance

i. Earned Income

j. Subcontracting

k. Conflict of Interest

l. 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

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: DEBAMENT 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
County Code: 001.134.0134.55500.49.0084

$10,000

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.
APPENDIX B

Between Pierce County and Bonney Lake Senior Center
Regarding: Contractor Services

SECTION IV: INDEMNIFICATION CLAUSE

The following contract language supersedes Sections 16.1 and 16.2 of the Basic Agreement as follows:

A. The Contractor agrees to defend, indemnify and save harmless Pierce County, its appointed and elected officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys 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, or use thereof, sustained by any person or persons and on account of damage to property including loss or use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his sub_contractors, Pierce 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.

B. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this contract is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee’s agents or employees and (b) the indemnitee or the indemnitor’s agents or employees, the indemnity provisions provided for in the preceding paragraphs of this contract shall be valid and enforceable only to the extent of the indemnitor’s negligence.

C. The Contractor specifically and expressly waives any immunity under Industrial Insurance Title 51 RCW to the extent industrial insurance would interfere with the Contractor’s indemnity obligations, and acknowledges that this waiver was mutually negotiated by the parties herein.
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)              ____________________

 ____________________       ____________________
Department Director, Fran Lewis                        Date

Budget and Finance

 ____________________       ____________________
County Executive, John Ladenburg                        Date

If over $250,000)

H://Admin/SeniorCenters/ckBonneyLakeSrCtr2007contract.doc (12/06)
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)
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>
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<tbody>
<tr>
<td>David Wells</td>
<td>April 10, 2007</td>
<td>AB 07-71</td>
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**BUDGET INFORMATION**

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<td>$25,000</td>
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**Explanation:** Note that the City is also receiving revenues from this event.

**Agenda Subject:** Approval to enter into contracts and pay performers and others outside of the normal voucher approval process. This has been done in past years.

**Administrative Recommendation:** Approve the accompanying resolution

**Background Summary:** The City has a prescribed procedure for paying financial obligations; usually 14-28 days after receipt of the invoice. Musical and other performers that perform at Community Festivals are accustomed to being paid immediately after they perform. It is, therefore, necessary to have checks available upon demand. To accommodate these practices for past Bonney Lake Days, the Council passed Resolutions allowing exceptions.

This resolution provides authority to the Mayor to take care of the expenses associated with Bonney Lake Days and other special events in a timely and prudent manner, and incorporates the needed elements of the previous related Resolutions. This Resolution is similar to past resolutions relating to BL Days spending. This does not authorize persons outside the City to obligate City funds for Bonney Lake Days or other special event related expenditures.

**Council Committee Dates:**
- Finance Committee: March 27, 2007
- Public Safety Committee:
- Community Development & Planning Committee:
- Council Workshops:

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

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

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

**Signatures:**
- Dept Dir.
- Mayor
- Date City Attorney Reviewed:

M:\AGENDA BILLS\2007agbi\AB07-71 Bonney Lake Days Special Purchasing Res 1668
DATE: March 23, 2007
ORIGINATOR: David Wells
TITLE: Special Events Coordinator
SUBJECT/DISCUSSION: Bonney Lake Days and special event Spending Resolution
ORDINANCE/RESOLUTION:
REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

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

BUDGET INFORMATION
BUDGETED ITEM: TOTAL COST:

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<tr>
<td>$15,000 Special Events</td>
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Explanation:
The City has a prescribed procedure for paying financial obligations; usually 14–28 days after receipt of the invoice. Musical and other performers that perform at Community Festivals are accustomed to being paid immediately after they perform. It is, therefore, necessary to have checks available upon demand. To accommodate these practices, the Council passed Resolutions allowing exceptions. This resolution provides authority to the Mayor to take care of the expenses associated with Bonney Lake Days and other special events in a timely and prudent manner, and incorporates the needed elements of the previous relate Resolutions. This Resolution is similar to past resolutions relating to BLD’s spending. This does not authorize persons outside the City to obligate City funds for Bonney Lake Days or other special event related expenses.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

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<th>DATE</th>
<th>APPROVED</th>
<th>DISAPPROVED</th>
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COMMITTEE COMMENTS: __________________________

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

Please schedule for Council Meeting date of: April 10, 2007
RESOLUTION NO. 1668

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE USE OF SPECIAL PURCHASING PROCEDURES FOR THE BONNEY LAKE DAYS CELEBRATION AND OTHER SPECIAL EVENTS.

WHEREAS, the City Council has budgeted funds to support the Bonney Lake Days community festival and celebration and other special community events; and

WHEREAS, the standard method of payment for performers and other events-related contractors is to be paid immediately upon completion of the performance; and

WHEREAS, in some cases a deposit is required in advance of services performed; and

WHEREAS, the City’s purchasing and voucher approval procedure does not currently accommodate the performance and events-related industry standards for reimbursement; and

WHEREAS, purchases are planned for the Bonney Lake Days Celebration and other special events throughout the year that are not part of the standard range of goods and services used by the City, or readily accommodated by the City’s current purchasing policies and practices; and

WHEREAS, The budget allocation approved by the City Council and included in the adopted FY 2007-2008 biennial budget is intended to include the purchase of goods and services generally associated with a community festival or special event, such as advertising, power, rental of stage and tents, prizes and games, shirts, entertainment, sound engineer services, and other such goods and services generally associated with a community festival or special event;

NOW THEREFORE, The City Council of the City of Bonney Lake, Washington do resolve as follows:

Section 1. For the Bonney Lake Days celebration and other special events for which City funds have been specifically allocated and approved in the adopted budget of the City, the Mayor or his designee is permitted to issue purchase orders or enter into agreements using approved City contract forms, provided such agreements are substantially the same as the City’s standard Personal Services Agreement form, and to otherwise encumber, expend and disburse funds outside the adopted voucher approval procedures.

Section 2. All such expenditure of City funds shall be obligated only by authorized representatives of the City. Expenditures shall be accompanied by purchase orders, contracts, receipts, vouchers, or other appropriate forms of documentation.

PASSED by the City Council of Bonney Lake this _____ day of April, 2007.

____________________________
Neil Johnson, Jr., Mayor

ATTEST:  

____________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

____________________________
James Dionne, City Attorney
**City of Bonney Lake, Washington**

**Council Agenda Bill (C.A.B.) Approval Form**

<table>
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<th>Council/Wkshp Meeting Date:</th>
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<tr>
<td>John Woodcock – City Engineer</td>
<td>10 April 2007</td>
<td>AB07-81</td>
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**BUDGET INFORMATION**

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<td>$3,884.50</td>
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Explanation:

401.999.594.39.041

**Agenda Subject:** Personal Services Agreement for Eastown 96th Street Water Line Project with KPFF Consulting Engineers.

**Administrative Recommendation:**

**Background Summary:** Approve Personal Services Agreement for Eastown 96th Street Water Line Project KPFF Consulting Engineers.

This Scope of Work provides for the design of a 12-inch water pipeline which is planned to be constructed along 96th Street later this year. The engineering firm doing the design, KPFF, is one of the firms on the City’s 2007-2008 consultant roster list and was selected by the Public Works department to complete the design.

The 12-inch water line will connect to the existing water line at 214th Avenue and 96th Street and will extend eastward, approximately 2800 LF. The construction of the water line will make water available to parcels in Eastown that are in the City’s water service area.

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<tr>
<th>Council Committee Dates:</th>
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<th>Board/Hearing Examiner Dates:</th>
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<td>Hearing Examiner:</td>
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<td>Community Development &amp; Planning Committee: 4/2/07</td>
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<tr>
<td>Council Workshop:</td>
<td>Planning Commission:</td>
<td>Park Board:</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: 4/10/07

**Signatures:**

Dept. Dir. Mayor Date City Attorney reviewed
COMMUNITY DEVELOPMENT COMMITTEE

DATE: April 2, 2007

ORIGINATOR: John Woodcock TITLE: City Engineer

SUBJECT/DISCUSSION: Personal Services Agreement for Eastown 96th Street Water Line Project with KPFF Consulting Engineers.

ORDINANCE/RESOLUTION: # 1674

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve Personal Services Agreement for Eastown 96th Street Water Line Project with KPFF Consulting Engineers.

This Scope of Work provides for the design of a 12-inch water pipeline which is planned to be constructed along 96th Street later this year. The engineering firm doing the design, KPFF, is one of the firms on the City’s 2007-2008 consultant roster list and was selected by the Public Works department to complete the design.

The 12-inch water line will connect to the existing water line at 214th Avenue and 96th Street and will extend eastward, approximately 2800 LF. The construction of the water line will make water available to parcels in Eastown that are in the City’s water service area.

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

James Rackley, Chairperson 4-2-07
Mark Hamilton 4-2-07
David Bowen 4-2-07

COMMITTEE COMMENTS:

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

Please schedule for Council Meeting date of: April 10, 2007
Consent Agenda: ☑ Yes ☐ NO
RESOLUTION NO. 1674

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KPFF CONSULTING ENGINEERS FOR THE EASTOWN 96TH STREET WATER MAIN PROJECT.

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 10th day of April, 2007

________________________________________
Neil Johnson Jr., Mayor

ATTEST:

________________________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

________________________________________
James Dionne, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of April, 2007, by and between the City of Bonney Lake ("City") and KPFF Consulting Engineers ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; provided, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
The Consultant and its subconsultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman’s Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant’s or Consultant’s employees’ work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant’s relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The consultant shall include a provision substantially the same as this
section in any and all contracts with subconsultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City’s obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; provided, that any such use by the
City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**Insurance**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

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

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

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

**C. Other Insurance Provisions**

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

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

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

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF BONNEY LAKE**

By: ________________________________  
Neil Johnson Jr., Mayor

**CONSULTANT**

By: ________________________________  
Ronald Leimkuhler, PE

Principal

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee  
Exhibit B: Rates
EXHIBIT A: SCOPE OF WORK

The consultant shall perform the following design services to prepare bid documents for the Eastown 96th Street Watermain as directed by the City.

The proposed project includes approximately 2,500 feet of new 12 inch diameter watermain. Connection to the existing system will take place near the intersection of 214th Avenue East and East 96th Street. The main will terminate at the Eastown or “French Parcel” about ½ mile from the connection point.

The scope of work includes supplementing the information provided on the developer provided survey. The plans, specifications and cost estimate (PS&E) shall be prepared in accordance with City of Bonney Lake standards.

Subconsultants

Based on information received during the scoping process, the new main will cross a wetland that lies adjacent to the City’s new peaking storage facility. Environmental subconsultant ESA Adolphson will determine the extent of the wetland. The environmental consultant will also develop a conceptual mitigation plan to satisfy Pierce County regulations.

It is assumed that the survey will be based on an electronic survey file provided by a developer, Gienger Development. The developer provided survey is not adequate for final design. The developer provided survey shows some but not all of the following surface features: Driveway cuts, fences, culverts and trees. Subconsultant True North Land Surveying will add the required features to the developer-provided survey and will provide survey data for areas that lie beyond the limits of the developer-provided survey.

Prime Consultant Scope of Work

The consultant shall provide the following services:

Task 1 -Project Management: Provide project management, conduct site visits, prepare and distribute meeting minutes, prepare and update project schedule, and manage the work of subconsultants.

Task 2 -Quality Control Review: Conduct formal Quality Control reviews of the 30%, 90%, and 100% submittals. Quality Control reviews are internal KPFF reviews of the plans and specifications by an engineer to ensure the quality, completeness and constructability of the project documents.

Task 3 –Contract Drawing Preparation: Submit the following drawings for City review at the 30%, 90% and 100% levels of completeness;
1. Index and vicinity map
2. Legend and General Notes
3. Erosion Control Plans (Assume 3 sheets)
4. Erosion Control Details
5. Watermain Plan and Profile Sheets at 1” = 50’ scale (Assume 3 sheets)
6. Watermain Detail Sheets (Assume 2 sheets)

Design assumptions include the following:

1. The design does not include service connections.
2. The new 12 inch main will terminate short with a hydrant or blow off on the north side of 96th Street.
3. The new 12 inch watermain will be installed to the north of the existing 16 inch watermain that serves the new peaking storage tank.
4. In the future, a sanitary sewer force main will be installed 10 feet north of the new 12 inch watermain.
5. The new main will be installed outside the edge of existing asphalt where possible.
6. No stream crossings are required. No construction within steam buffers will be necessary.

This task includes attendance at up to 4 general coordination meetings. It also includes attendance at 3 review meetings.

Task 4 -Specifications: Prepare special provisions and submit for review at the 90% and 100% levels of completeness. The City will provide boilerplate for this task.

Task 5 -Bid Document Preparation: Make final revisions and prepare final mylar plans and special provisions for City use in creating bid package.

Task 6 -Cost Estimate: Estimate quantities, and prepare an estimated cost of construction. The cost estimate shall be prepared for City review at the 90% and 100%, levels of completeness.

Task 7 -Construction Assistance: Assist with submittal review and contractor generated requests for information. Conduct 2 site visits and attend preconstruction meeting.

**Additional Assumptions**
• The project does not include any hydraulic modeling.
• Traffic control plans are not required.
• Environmental Review is not required.

Schedule

Bid documents to be complete by mid September 2007.

Documents to be furnished by the Consultant

1. Monthly invoices
2. Meeting Minutes for up to 4 coordination meetings and 3 review meetings
3. Project schedule and updates
4. Drawings for City review at 30%, 90% and 100% design.
5. Special provisions at 90% design, complete specifications at 100% design.
6. Construction Cost estimates at 90%, and 100% design.
7. Complete sets of Bid Documents (assume 30) ready for advertisement.

Documents to be furnished by the City

1. Division 1 specifications.
2. As built drawings for adjacent water main projects
## EXHIBIT B, ENGINEERING HOURS ESTIMATE: Plans, Specifications, & Estimate

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### 1. Project Management

| 1.1 | Project Administration | 8    | 12     | 8      | 28     |        |        |       |             |
| 1.2 | Monthly Billing Preparation | 12   | 4      | 16     |        |        |        |       |             |
| 1.3 | Provide project schedule and updates | 8    |        | 8      |        |        |        |       |             |
| 1.4 | Coordinate with Surveyor | 4    |        | 4      |        |        |        |       |             |

**Subtotal**

| Project Management | 8    | 36    | 0      | 0      | 12     | 56     | $6,254.00 |

### 2. KPFF Project Management Quality Control Review

| 2.1 | Review 30% Submittal | 4    |        | 4      |        |        |        |       |             |
| 2.2 | Review 90% Submittal | 8    |        | 8      |        |        |        |       |             |
| 2.3 | Review 100% Submittal | 4    |        | 4      |        |        |        |       |             |
| 2.4 | Review Bid Documents | 4    |        | 4      |        |        |        |       |             |

**Subtotal**

| KPFF Project Management Quality Control Review | 20   | 0      | 0      | 0      | 0      | 20     | $2,915.00 |

### 3. Contract Drawing Preparation (30%, 90%, 100%)

| 3.1 | Vicinity Map, Index | 4    | 4      | 8      |        |        |        |       |             |
| 3.2 | Legend and General Notes | 4    | 4      | 8      |        |        |        |       |             |
| 3.3 | Erosion Control Plans (assume 3) | 2    | 6      | 16     | 24     |        |        |       |             |
| 3.4 | Erosion Control Details | 1    | 2      | 8      |        |        |        |       |             |
| 3.5 | Plan Sheets (assume 3) | 4    | 16     | 40     | 44     | 104    |        |       |             |
| 3.6 | Detail Sheets (assume 2) | 4    | 16     | 28     | 32     | 80     |        |       |             |
| 3.7 | Review Meetings (30%, 90% and 100%) | 12   | 12     | 16     |        | 40     |        |       |             |
| 3.8 | Coordination Meetings (4) | 12   | 16     |        | 28     |        |        |       |             |
| 3.9 | Prepare SEPA Checklist | 1    | 6      | 12     | 4      | 23     |        |       |             |

**Subtotal**

| Contract Drawing Preparation (30%, 90%, 100%) | 21   | 65     | 128    | 108    | 4      | 326    | $31,535.00 |

### 4. Specifications

| 4.1 | Special Provisions | 4    | 20     | 16     | 6      | 48     |        |       |             |
| 4.2 | Division 1 Specification Coordination | 2    | 8      |        | 10     |        |        |       |             |

**Subtotal**

| Specifications | 6    | 28     | 16     | 0      | 8      | 58     | $6,227.50 |

### 5. Bid Documents

| 5.1 | Final Edits and Prepare Mylers (1 original mylar plan set) | 4    | 8      | 12     | 24     |        |       |       |             |
| 5.2 | Final Camera Ready Speck (1 copy) | 4    |        | 4      | 8      |        |       |       |             |

**Subtotal**

| Bid Documents | 0    | 8      | 8      | 12     | 4      | 32     | $2,915.00 |

### 6. Cost Estimate (30%, 90% and 100%)

| 6.1 | Quenchity takeoffs | 16    |        |        | 16     |        |       |       |             |
| 6.2 | Cost Estimate | 4    | 8      |        |        |        |       |       |             |

**Subtotal**

| Cost Estimate (30%, 90% and 100%) | 4    | 8      | 16     | 0      | 0      | 28     | $3,021.00 |

### 7. Construction Assistance

| 7.1 | Assist with submittal Review | 8    | 16     |        | 24     |        |       |       |             |
| 7.2 | Assist with Contractor Generated Requests for Information | 8    | 12     |        | 20     |        |       |       |             |
| 7.3 | Construction Period Site Visits | 6    | 6      |        | 12     |        |       |       |             |

**Subtotal**

| Construction Assistance | 0    | 22     | 34     | 0      | 0      | 56     | $5,777.00 |

**TOTALS**

$56,644.50

Environmental - ESA Adolfson: $10,130.00
Surveyor - True North Land Surveying: $12,041.00
reproduction: $300.00
Grand Total: $81,115.50
March 29, 2007

Mr. Brian Vanderburg  
Sr. Engineer  
KPFF Consulting Engineers  
1601 5th Ave, Suite 1600  
Seattle WA 98101

RE: Eastown 96th Street Watermain Project - Bonney Lake, Washington

Dear Brian:

ESA Adolfson (Adolfson) is pleased to present the following scope of work and cost estimate for environmental services supporting the 96th Street East Watermain project. The proposed project is located in unincorporated Pierce County, Washington, near the intersection of 214th Avenue East and 96th Street East. We understand that the proposed project will include installation of a 12-inch watermain, approximately 0.50 miles in length, on behalf of the City of Bonney Lake Public Works Department.

We have divided our scope into three tasks, with an anticipated budget per task, as described below. A detailed estimate of budget is attached. This scope of work and cost estimate are based on a preliminary description of the proposed project, as well as our general knowledge of the Bonney Lake and Pierce County area. We also have based the scope on our experience with environmental permitting in Pierce County. We assume that all rights-of-entry to perform this work will be provided to us by the City of Bonney Lake. It is our understanding that our scope of work for this project will begin and end in 2007.

**Task 1- Wetland Delineation and Field Investigation**

Adolfson will conduct formal delineations of wetlands associated with the project area as they intersect the proposed pipeline alignment. Wetland delineations will be conducted within the 60-foot wide right-of-way for the watermain. Adolfson will also identify areas of potential buffer encroachment within the study area. Wetland delineations will follow the methodologies outlined in the *Washington State Wetland Delineation Manual* (Department of Ecology, 1997). We will flag the wetland boundary using surveyors’ tape marked with the words “WETLAND DELINEATION.” Information on soils, hydrology, and plant communities within the wetlands will be recorded for formal data plots. Together with direct costs, we estimate Task 1 to cost approximately $2,500. This cost estimate does not include professional surveying of the wetland flagging by a licensed land surveyor.
Task 2- Wetland Letter

Adolfson will prepare a letter report summarizing the findings of our field investigation. This study is intended for planning purposes and will include descriptions of wetlands, streams, uplands, wildlife habitat, observed wildlife, and existing data available for the project area. Additionally, we will identify and evaluate impacts to Fish and Wildlife Species and Habitat Conservation Areas, as described in the Pierce County Code (PCC), Section 18E.40.020. We will include database information from the Washington Natural Heritage Program, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and Washington Department of Fish and Wildlife. Including labor and direct costs, Task 2 is anticipated to cost approximately $4,160.

Task 3- Conceptual Mitigation Plan

Once the watermain alignment has been identified and a preliminary design chosen, potential impacts to wetlands, streams, and buffer areas will be evaluated by Adolfson. Potential impacts to wetland habitats, buffer habitats, and minor tributaries crossed by the watermain will be mitigated as shown on one conceptual wetland mitigation plan drawing. This task does not include preparation of a final wetland mitigation plan, which may be required during environmental permitting. Mitigation concepts will also be described in this document. KPFF will provide Adolfson an electronic base map for use in designing a conceptual mitigation plan. One construction size drawing will be produced for the conceptual wetland mitigation plan. This drawing will outline potential areas for wetland and/or buffer enhancement or restoration in the vicinity of the watermain.

Mitigation for this project is assumed to occur on-site; selection of off-site mitigation alternative areas is not included in this scope. Adolfson will submit one draft copy to KPFF and resubmit a revised copy in response to comments (totaling two revision drafts). We assume that comments for each review will be presented on a single document. Adolfson will provide KPFF with two final copies of the conceptual mitigation plan. Our cost for Task 3 is estimated to be approximately $3,440.

Assumptions:

Adolfson assumes that no meetings will be included within the scope of work. Additionally, Adolfson will not assist with environmental permitting within this scope, however, we would be happy to help pending the addition of an appropriate addendum to this scope.
Thank you again for the opportunity to prepare this scope of work and cost estimate. We look forward to working with you on this project. If you have any questions or concerns, please don’t hesitate to call me at (206) 789-9658.

Sincerely,

ESA Adolfson

Ben Nelson
Staff Scientist

Attachment: cost estimate
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March 28, 2007

Brian Vanderburg

KPFF
1601 Fifth Avenue, Suite 4600
Seattle, WA 98101

Re: Eastown 96th Street Water Line Location Survey

Dear Brian:

True North Land Surveying, Inc. is pleased to present this estimate for Surveying Services for the above referenced project based on your email, phone conversation and a site visit.

Scope of Services:

Map Checking

We will field check the drawing provided to KPFF from Terra Northwest Engineering. The field check will consist of walking the site and comparing the drawing to existing field conditions. The field check will be from the southerly edge of pavement to the north limits of the drawing. Features missing will be added to the drawing and features shown that are not there will be removed.

Site Feature Survey

We will locate all site features north of the north edge of pavement to the north right of way line that were not previously surveyed. It appears that most driveway cuts, fences, culverts and trees were not surveyed. All of the above information will be added to the existing basemap. No contours will be added to the existing basemap.

The following conditions clarify the assumptions and limitations of our scope of services:

- We will use the same survey control as used by Terra Northwest Engineering.
- No utilities will be marked.
- Right of entry will not be required.
- Length of the survey is ½ mile.
- All trees 6” dia or larger will be located.

Deliverables for this task will be a stamped and signed 24x36 drawing (unless otherwise specified) which will show the items listed above in both hard copy and digital file (AutoCAD).