RESOLUTION NO. 2419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PUBLIC BENEFIT AGREEMENT WITH PIERCE COUNTY TO ASSIST WITH PLACEMENT OF TWO HISTORICAL MARKERS

WHEREAS, in 2009 The City of Bonney Lake erected ten historic preservation markers partially funded by a historic preservation grant from Pierce County; and

WHEREAS, Pierce County has approved a second historic preservation grant to assist with the cost of two additional markers; and

WHEREAS, the Greater Bonney Lake Historical Society has once again agreed to assist with gathering information, photographs, and/or illustrations to be placed on plaques for the two markers and also assist with selecting the sandstone bases for the two plaques; and

WHEREAS, the grant will cover 50 percent of the estimated cost of the two historical markers;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the Public Benefit Agreement with Pierce County, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 9th day of December, 2014.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
Title: Historical Markers
Funding Source: MCE/VP/TP/EC, etc
Start Date: FY14 - October 1, 2014
End Date: FY15 - October 1, 2015
FY/$: FY14 / $2,500
Contractor: City of Bonney Lake
Address: PO Box 7380
Bonney Lake, WA 98391-0944
Contact: Mayor Neil Johnson
E-mail: johnsonn@ci.bonney-lake.wa.us
Telephone: (253) 447-4309
BARS Code: 001.143.HDOC.55860.41.0009

PUBLIC BENEFIT AGREEMENT

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

I. General Terms and Conditions;
II. Statement of Work; and
III. Compensation.

The term of this Agreement shall commence on FY14, October 1, 2014, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on FY15, October 1, 2015.

The maximum consideration for the term of this Agreement shall not exceed $2,500.

The County has established the following BARS expenditure code for this Agreement, 001.143.HDOC.55860.41.0009, which shall be included on all billing or correspondence in connection therewith.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs D, F, K, R, and Z of Section I, are totally and fully part of this Agreement and have been mutually negotiated by the parties.

I. GENERAL TERMS AND CONDITIONS

A. Scope of Contractor’s Services.

The Contractor agrees to provide to the County services and any materials set forth in Section II, Statement of Work during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

B. Accounting and Payment for Contractor Services.

1. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Section III, Compensation and Financial Requirements. Where this Agreement requires payments by Pierce County, payment shall be based upon billing, supported by documentation of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar
payment requested. Unless approved in writing, in advance, by the official executing this Agreement for Pierce County (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement.

2. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the County voucher system for the Contractor's service as set forth in the Budget attached to and incorporated in this Agreement.

C. Assignment and Subcontracting.

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

D. Independent Contractor.

1. The Contractor’s services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

2. The Contractor acknowledges that the entire compensation for this Agreement is specified in Section III and the Contractor is not entitled to any County benefits including, but not limited to vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

E. No Guarantee of Employment.

The performance of all or part of this Agreement 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.

F. Taxes.

1. The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year.
in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

G. Insurance Requirements

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate, with a deductible of not greater than $5,000.

2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, $1,000,000 each occurrence or combined single limit coverage of $1,000,000.

3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury—including coverage A, B and C. If applicable, automobile liability insurance shall include coverage for owned, non-owned, leased, or hired vehicles.

4. Pierce County shall be named as an additional insured on all required policies except automobile insurance and all such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

5. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

6. In the event of nonrenewal or cancellation of, or material change in the coverage required, 30 days written notice will be furnished to Pierce County prior to the date of cancellation, change, or nonrenewal. Such notice will be sent to the Pierce County Risk Manager, 955 Tacoma Ave. S., Suite 303, Tacoma, WA 98402.
7. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

H. Bond.

The Contractor shall maintain, throughout the life of this agreement, an annual fidelity or performance bond in an amount not less than 25 percent of the value of this Agreement. Coverage for employee dishonesty in the amount not less than 25 percent of the value of the Agreement may be maintained in lieu of bond.

Regulations and Requirement.

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. Unless specifically noted to the contrary, the Contractor shall obtain all permits, authorities, and approvals necessary to implement this project.

J. Right to Review.

1. This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials, which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.

2. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

K. Defense and Indemnity Agreement.

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

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

The following paragraph applies to all work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached
to real estate, including moving and demolition in connection therewith:

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph 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 indemnitor or the indemnitor’s agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the extent of the indemnitor’s negligence.

L. Industrial Insurance Waiver.

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

M. Withholding Payment.

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

N. Future Non-Allocation of Funds.

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

O. Contractor Commitments, Warranties and Representations.

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

P. Property.

It is the County’s policy that non-expendable property required for this project not be purchased with County funds. When specialized equipment is necessary and purchase of such equipment is approved by the Contracting Officer, it shall be detailed in the contract budget. Such property shall be properly accounted for and maintained.

Q. Patent/Copyright Infringement.

Contractor will defend and indemnify the County from any claimed action, cause, or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

1. That Contractor shall be notified promptly in writing by County of any notice of such claim.

2. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

R. Modifications.

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

S. Termination for Default.

1. If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County’s option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.
2. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

T. Termination for Public Convenience.

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

U. Disputes.

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

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

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

V. Equal Opportunity, Nondiscrimination & Affirmative Action.

The Contractor, its employees, its subcontractors and their employees, by acceptance of this Agreement, certify that they will not engage in any unlawful discrimination, in any work place, during the life of this Agreement.
The Contractor and its subcontractors should make a realistic, good faith effort to employ women, minorities, and Pierce County residents for any new job openings or positions for advancement or training that may become available during the life of this Agreement.

W. Waiver.

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

X. Waiver of Non-Competition.

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

Y. Official Benefits Prohibited.

No federal, state, or local elected or appointed official, nor members of their families, nor their business associates, shall be admitted to any share or part of the funds provided by this Agreement, nor to any benefit to arise herefrom.

The Contractor hereto shall maintain a Code of Conduct which shall govern his/her performance in the award and administration of this, or any other contracts or procurement actions funded in whole or in part by funds made available hereunder. The Contractor shall not participate in the selection, award, or administration of any such contract if a conflict of interest, real or apparent, would exist.

Z. Confidentiality.

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

AA. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the contracting Officer and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
BB. **Venue and Choice of Law.**

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

CC. **Severability.**

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

DD. **Survival.**

The provisions of paragraphs D, E, F, I, J, K, L, M, N, O, P, R, T, U, V, X, Y, AA, and CC of Section I of this Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

EE. **Entire Agreement.**

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

II. **STATEMENT OF WORK**

A. **County Responsibilities.**

To accomplish the intent of this agreement, the County:

1. May provide administrative and financial oversight and direction in accordance with established laws and regulations;

2. Shall monitor and evaluate program performance against performance criteria noted in Section II, below; and

3. Shall pay, on a timely basis, all requests for payment which are eligible and appropriate for payment and which are supported by sufficient documentation.

B. **Contractor Responsibilities.**

To accomplish the intent of this Agreement, the Contractor shall:

1. **Scope of work.** We incorporate, by reference of the application submitted by the City of Bonney Lake for historical markers, the purchase of a scanner and external storage units needed to digitize and catalogue the current photo library onto external storage devices preserving the photos and making them more accessible to the public.

2. Comply with all noted regulations, requirements, and conditions of the Agreement.

Corrected Scope of work. We incorporate, by reference of the application submitted by the City of Bonney Lake for the preparation and installation of two markers; one in the general location of Michael Connell’s historic cabin; and the second in the vicinity of the front yard of a 1906 bunk house at a former cedar sawmill at the top of Victor Falls. This project will increase public awareness of Bonney Lake area heritage; enhance public support for historic preservation of area landmarks; and further increase community pride and quality of life.
3. Evidence contract compliance by accomplishment of the above described project or program in the manner specified and in accordance with the project schedule.

4. Complete reports and provide information as required by the County to demonstrate compliance with regulations, eligibility, goals, and objectives including:

   **Provide a semiannual activity report**, which shall include photographs and documentation (where applicable) by **April 15, 2015**, for activities from the commencement of the Agreement through **April 1, 2015**. A final report including photographs and documentation (where applicable) shall be submitted no later than **October 1, 2015**. If the project is complete prior to the semiannual report date, only a final report with documentation as described above shall be submitted for fund disbursement.

### III. COMPENSATION AND FINANCIAL REQUIREMENTS

#### A. Reimbursement.

Reimbursement requests from the Contractor for services rendered under this agreement shall:

1. Be submitted on the Contractor’s letterhead; and,
2. Shall include the applicable BARS expenditure code and Contract No.; and,
3. Be supported by appropriate documentation of amounts actually incurred; and,
4. Where applicable, include actual hours or days worked, and,
5. Include the total dollar amount requested.

#### B. Use of Funds.

It is expressly understood that Agreement funds may only be used for expenses, items, activities, and costs which are included in the attached Budget. Line item adjustments to the Budget must be in writing and agreed to by the Contracting Officer and the Contractor. County funds shall not be obligated for:

1. Costs incurred prior to the date the Agreement becomes effective **unless** specifically authorized; or
2. Costs found to be ineligible or inappropriate pursuant to state law and/or applicable regulations.

#### C. Refunds.

The Contractor shall refund to the County any payment or partial payment expended by the Contractor or its Subcontractors which is subsequently found to be ineligible, inappropriate or illegal. Further, the Contractor shall refund to the County any funds remaining at the end of the period of performance.
IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of December, 2014.

Contractor must complete the tax status information for the business entity. Corporate name must exactly match that which is registered with the Internal Revenue Service.

□ CORPORATION: (C, L)

City of Bonney Lake
Print Name of Corporation
Signature of Corporate Officer Date
Neil Johnson, Jr., Mayor
Print name and Title of Authorized Signatory
91-0753552 211-000-893
EIN UBI

□ PARTNERSHIP:

Name of Partnership
Authorized Signatory Date
Print name and Title of Authorized Signatory

□ SOLE PROPRIETORSHIP

Business Name
Print Owner Name
Signature of Owner Date
Owner SSN/EIN

PIERCE COUNTY:
Approved:
Department Director Date
Approved:
Budget & Finance Date
Approved as to form only:
Deputy Prosecuting Attorney Date

City of Bonney Lake
Page 11
Rev. 9/15/2014
## ATTACHMENT 1

Budget Page

Agreement with: City of Bonney Lake
Project: Historical Markers

BARS: 001.143.HDOC.55860.41.00009
FY14 AMOUNT: $2,500

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Total $2,500 $1,500 $1,000 $5,000

Percentages (%) 50% 30% 20% 100%
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Gary Leaf
Meeting/Workshop Date: 9 December 2014
Agenda Bill Number: AB14-130

Agenda Item Type: Ordinance/Resolution Number: 2419
Councilmember Sponsor: Hamilton

Agenda Subject: Historic Preservation

Full Title/Motion: A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Agreement With Pierce County To Assist With Installation Of Two Historic Markers.

Administrative Recommendation: Approve

Background Summary: The City has been awarded $2,500 from Pierce County to assist with placement of two more historical markers, at Victor Falls and the Reed farm at the site of Connell’s original cabin site. The Greater Bonney Lake Historical Society will assist staff with language that will be engraved in the new markers, which will be embedded in a sandstone base. The grant will pay for 50% of the cost of the markers, including installation (up to $2,500). The City’s matching fund requirement will be split between the Beautification budget in Community Services and the Parks CIP Fund. Total cost including staff and volunteer time is expected to be approximately $5,000, with out-of-pocket costs of about $3,500. The grant will reimburse up to $2,500 of expenses. Reimbursement will be made after completion of the project, which will be no later than September 2015.

Attachments: Resolution No. 2419

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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</thead>
<tbody>
<tr>
<td>-0-</td>
<td>-0-</td>
<td>$3,500.00</td>
<td></td>
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Budget Explanation: Up to $2,500 will be reimbursed

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee, Date: 9 December 2014

<table>
<thead>
<tr>
<th>Approvals:</th>
<th>Yes No</th>
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<tbody>
<tr>
<td>Chair/Councilmember</td>
<td>Dan Swatman</td>
</tr>
<tr>
<td>Councilmember</td>
<td>Donn Lewis</td>
</tr>
<tr>
<td>Councilmember</td>
<td>Katrina Minton-Davis</td>
</tr>
</tbody>
</table>

Forward to: Consent Agenda: ☐ Yes ☐ No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): Tabled to Date:
Meeting Date(s): 9 December 2014

APPROVALS

Director: Mayor: Date Reviewed by City Attorney: 2 December 2014
(if applicable):
November 18, 2014

City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391-0944

RE: Historical Markers
(Pierce County BARS Code 001.143.HDOC.41.0009)

Enclosed are two original copies of the Public Benefit Agreement (PBA) for the above referenced project. Please verify the information on the Budget Page (Attachment 1), sign, and date each original. Please keep one of the signed originals for your records and return the other one in the addressed envelope provided.

Also, please note that all in-kind/matching fund documentation, as noted on the Public Benefit Agreement Budget Page (Attachment 1), must be submitted for reimbursement. Please review the contract for specific information on what you will need to provide and when it is due, in order to ensure you receive the appropriate reimbursement of funds.

If you have any questions, please contact me at (253) 798-7279, or scarter@co.pierce.wa.us.

Sincerely,

Shari Carter, OA2
Pierce County PALS

SC:sc
From: Cindy Anderson [mailto:cander5@co.pierce.wa.us] 
Sent: Thursday, December 04, 2014 7:31 AM 
To: Gary Leaf 
Subject: RE: Historic Preservation Grants 

Gary: 
As long as you’re making changes to the contract, please use the following paragraph to more accurately reflect the actual scope of work. Please let me know if this works for you. 

Thank you, and my apologies for not using this on the original. 
Cindy

Scope of work. We incorporate, by reference of the application submitted by the City of Bonney Lake for the preparation and installation of two markers; one in the general location of Michael Connell’s historic cabin; and the second in the vicinity of the front yard of a 1906 bunk house at a former cedar sawmill at the top of Victor Falls. This project will increase public awareness of Bonney Lake area heritage; enhance public support for historic preservation of area landmarks; and further increase community pride and quality of life.

From: Gary Leaf [mailto:leafg@ci.bonney-lake.wa.us] 
Sent: Wednesday, December 03, 2014 4:42 PM 
To: Cindy Anderson 
Cc: Shari Carter 
Subject: RE: Historic Preservation Grants 

Thanks, Cindy!

Gary Leaf 
City of Bonney Lake 
(253) 447-3282 
leafg@ci.bonney-lake.wa.us 

From: Cindy Anderson [mailto:cander5@co.pierce.wa.us] 
Sent: Wednesday, December 03, 2014 2:06 PM 
To: Gary Leaf 
Cc: Shari Carter 
Subject: RE: Historic Preservation Grants 

Mr. Leaf: 
I spoke with our attorney, and she agreed that the performance bond section and confidentiality clause can be struck and initialed. Also, the letter you sent will suffice for insurance.

Thank you for your questions/concerns,
Cindy Anderson
Long Range Planning Clerk | Pierce County Planning and Land Services | (253) 798-2630
2401 South 35th Street, Tacoma WA 98409-7490 | canderS@co.pierce.wa.us | Pierce County Website

From: Gary Leaf [mailto:leafg@ci.bonney-lake.wa.us]
Sent: Wednesday, December 03, 2014 11:42 AM
To: Cindy Anderson
Cc: Shari Carter
Subject: RE: Historic Preservation Grants

Cindy and Shari,

Our City Attorney said it is OK if we just get a commitment from Pierce County to just not enforce these items, no need to try to negotiate changes to the boilerplate agreement. These weren’t issues last time (in 2009). Is that possible? I wanted to get this to our City Council for approval next Tuesday which means I have to get it to our City Clerk by the end of this afternoon. Thank you.

Gary Leaf
City of Bonney Lake
(253) 447-3282
leafg@ci.bonney-lake.wa.us

From: Gary Leaf
Sent: Tuesday, December 02, 2014 7:26 PM
To: 'Cindy Anderson'
Cc: 'scarter@co.pierce.wa.us'
Subject: RE: Historic Preservation Grants

Cindy,

Our City Attorney reviewed the agreement and raised a couple questions that I need to get answered before our Council approves the agreement. I think these questions are due to this being a boilerplate contract and not usually pertinent to another government agency.

1) Previously our insurer WCIA sent you a letter of insurance – they don’t list others as additional insureds. WCIA will agree to indemnify the County as they did in the past. Is the letter that they sent (attached) acceptable instead? That is what we did in 2009 when we did our other historical markers.
2) Do we really need to obtain a performance bond (p.4)? Last time we didn’t do that.
3) The confidentiality clause (p. 8) isn’t practical for us to maintain since we, like the County, are a public agency.

I think these clauses mainly pertain to a private contractor, but I need to follow up on Kathleen’s questions before we sign the agreement. Thank you.

Gary Leaf
City of Bonney Lake
(253) 447-3282
leafg@ci.bonney-lake.wa.us

From: Cindy Anderson [mailto:cander5@co.pierce.wa.us]
Sent: Tuesday, November 25, 2014 7:42 AM
To: Gary Leaf
Subject: RE: Historic Preservation Grants

Mr. Leaf –
You don't have to purchase the scanner. If you provide information to substantiate the stainless steel plaques, then you will meet the scope. It was more than likely an oversight. I haven't seen the final contracts, but as long as the intent is there, you will receive reimbursement.

Cindy Anderson

From: Gary Leaf [mailto:leafg@ci.bonney-lake.wa.us]
Sent: Monday, November 24, 2014 7:28 PM
To: Cindy Anderson
Subject: RE: Historic Preservation Grants

PS How can we meet the grant requirement without buying a scanner?

Gary Leaf
City of Bonney Lake
(253) 447-3282
leafg@ci.bonney-lake.wa.us

From: Gary Leaf
Sent: Monday, November 24, 2014 7:00 PM
To: 'Cindy Anderson'
Subject: RE: Historic Preservation Grants

Cindy,

We received the Historical Markers grant agreement today and I have one question. On p. 9 under Scope of Work it mentions the purchase of a scanner...I was anticipating that the Greater Bonney Lake Historical Society would provide photos that American Marketing Co. can engrave onto a stainless steel plaque. We didn't budget anything for purchase of a scanner. I expect to have a proof of the plaque that anyone can have if they wish.

Gary Leaf
City of Bonney Lake
(253) 447-3282
leafg@ci.bonney-lake.wa.us

From: Cindy Anderson [mailto:cander5@co.pierce.wa.us]
Sent: Friday, October 24, 2014 12:20 PM
To: Gary Leaf
Subject: RE: Historic Preservation Grants

You can send everything for this grant to me. Our accountant sent the W-9 request out, but I need to have a copy of it for your file, so I will make sure it goes to the right people.

Thank you,

Cindy Anderson | Long Range Planning Clerk | Pierce County Planning and Land Services | (253) 798-2630 |
2401 South 35th Street, Tacoma WA 98409-7490 | cander5@co.pierce.wa.us | Pierce County Website

From: Gary Leaf [mailto:leafg@ci.bonney-lake.wa.us]
Sent: Friday, October 24, 2014 11:43 AM
To: Cindy Anderson
Subject: FW: Historic Preservation Grants

Cindy,

Are we supposed to send in the contracts documentation to you for the Historic Preservation Grant? Or will it go to someone else?
From: Patti Mccann  
To: Gary Leaf  
Subject: RE: Historic Preservation Grants

Here ya go!

Patti Mccann  
Accounting Specialist II  
City of Bonney Lake  
(253) 447-4326 direct  
(253) 447-3181 fax  
mccannp@ci.bonney-lake.wa.us

From: Gary Leaf  
To: Annette Maib; Patti McCann  
Subject: RE: Historic Preservation Grants

Annette,

No worries. Pierce County hasn’t given us the agreement yet to take to Council for approval. It should be arriving in a couple weeks.

Gary Leaf  
City of Bonney Lake  
(253) 447-3282  
leafg@ci.bonney-lake.wa.us

From: Annette Maib  
To: Patti McCann  
CC: Gary Leaf  
Subject: FW: Historic Preservation Grants

Can you get Gary a copy of this? Sorry Gary, I have been working on payroll and budget.. missed this completely..

From: Gary Leaf  
To: Annette Maib  
Subject: FW: Historic Preservation Grants

Annette,

We recently received word that we will be getting a historic preservation grant from Pierce County. One grant requirement is that we will need to provide a W-9 certificate. Is this something that you can do? Thanks!

Gary Leaf  
City of Bonney Lake
From: Cindy Anderson [mailto:canderS@co.pierce.wa.us]
Sent: Tuesday, October 14, 2014 4:11 PM
To: Gary Leaf
Cc: Chad Williams
Subject: Historic Preservation Grants

Mr. Leaf:
Chad Williams forwarded your email to me for response. All contracts must be reviewed and signed by a number of Pierce County staff before sending them to the grant recipients. Regretfully, this process sometimes takes a few weeks to complete. As soon as they are returned, I mail them to the applicants for signatures. Applicants must then sign and provide any applicable support documents such as W-9 and insurance certification.

I hope we can get the contracts to you for signature for your November Council meeting. If you have any questions, please contact me.

Thank you,
Cindy Anderson | Long Range Planning Clerk | Pierce County Planning and Land Services |
| 2401 South 35th Street, Tacoma WA | Tel 253.798.2630 | canderS@co.pierce.wa.us | Pierce County Website
December 12, 2014

Pierce County
Planning and Land Services
Attn: Shari Carter
2401 South 35th, Room 2
Tacoma, WA 98409

Re: Public Benefit Agreement for Placement of Historical Markers Pierce County and the City of Bonney Lake

Dear Ms. Carter,

On December 9, 2014, the Bonney Lake City Council approved Resolution 2419, authorizing a Public Benefit Agreement with Pierce County to assist with placement of two historical markers.

Enclosed please find two originals of the Public Benefit Agreement, both of which have already been signed by Mayor Johnson on behalf of the City of Bonney Lake, and the approved changes also initialed per the County’s Long Range Planning Clerk Cindy Anderson. On behalf of Pierce County, please have the proper County representative initial the changes, then keep one original for your file and records, and return the second original to the City of Bonney Lake via my attention at the mailing address list below at your earliest convenience.

Please feel free to contact the Facilities & Special Projects Manager Gary Leaf at (253) 447-3282 or staff in the City Clerk’s office at (253) 862-8602 if you have any questions about the enclosures.

Sincerely,

Renee Cameron
Administration Specialist II

Enclosures