Location: Justice & Municipal Center; Conference Room 200; 9002 Main Street, Bonney Lake, WA 98391

Call to Order: Deputy Mayor Swatman

Anticipated Attendees: Deputy Mayor Dan Swatman, Councilmember Donn Lewis and Councilmember Katrina Minton-Davis. Other Councilmembers who may be in attendance: Councilmember Hamilton, Councilmember McKibbin, Councilmember Rackley and Councilmember Watson.

Anticipated Staff: Don Morrison, City Administrator; Woody Edvalson, Administrative Services Director/City Clerk; Jenna Richardson, Human Resources Manager; Gary Leaf, Facilities & Special Project Manager.

Updates and/or Reports:
1. Personnel Updates and/or Issues; Jenna Richardson, H.R. Manager

Old Business/Action Items:
1. Minutes. Approval of minutes/notes of August 26th FC/COW
2. Credit Card Fees. Report on the use of credit cards by customers, associated fees, and options for council consideration - Morrison

New Business/Action Items:
1. Ord. D14-120 Miscellaneous Fees (printing/scanning charges for public records) – Edvalson
2. AB14-123 Res. No. 2416 authorizing a personal services agreement with Cabot Dow to provide limited labor relations services - Richardson

Discussion Items: (No advance study materials.)
1. Energy Audit Grant Application Update – Leaf

Adjournment:
There being no further business, the meeting adjourned approximately _____ P.M.
**Location:** Justice & Municipal Center; 9002 Main Street, Bonney Lake, WA 98391, 5:30pm

**Roll Call - Committee Members Present:**
Dan Swatman, Deputy Mayor and Chair - Finance Committee; Councilmember Donn Lewis, and Councilmember Katrina Minton-Davis. Also in attendance were councilmembers Hamilton, Rackley, McKibbin, and Watson. Mayor Johnson joined the meeting in progress.

**Staff Present:**
Staff attending the meeting included Don Morrison, City Administrator; Woody Edvalson, City Clerk/Administrative Services Director; John Vodopich, Community Development Director; Jenna Richardson, H.R. Manager; Dan Grigsby, Public Works Director, and Al Juarez, Chief Financial Officer.

**Updates and/or Reports:**
1. **Personnel Updates and/or Issues:** Jenna Richardson, H.R. Manager, reported that a number of the summer hires have left for school, a Maintenance Worker II position is open; CSO interviews will be held 9/16 for eight candidates; the probation officer applicants are being screened with interviews scheduled for 9/19. It was noted that the Salary Commission had met, conducted considerable research, and forwarded their determination to the City Clerk. The Commission determined that neither the mayor nor councilmembers would be paid any benefits, but that the mayor’s stipend would be set at $2,100 per month, and councilmembers at $850.

**Old Business/Action Items:** None

**New Business/Action Items:** None

**Discussion Items:**
1. **Minutes:** The committee approved the Meeting notes of the August 12th finance committee meeting with corrections submitted by Councilmember Lewis.
2. **Energy Audit.** Morrison and Grigsby reported that the state would not authorize LED street lights as part of a grant application. The committee briefly discussed financing the project through an inter-fund loan, and briefly discussed the loan term. No recommendation was made.
3. **Credit Card Fees.** The committee discussed credit card fees. It was noted that the bank fees for use of credit cards has far exceeded the budget. The committee discussed whether to re-impose a convenience fee, raise rates to cover fee costs, grant a cash discount, or simply absorb the additional costs, etc. Staff will research the fee breakdown and charges, and bring back to the next meeting for further discussion.
4. **Status of 96th Street PWC Project.** Morrison and Grigsby provided the Council with a site plan and preliminary cost estimate of the proposed new storage yard at the 96th Street water tank site. It was reported the next step would be to complete the cost estimate for the balance of the project, and then determine the financing options. The Committee noted its desire to move the PW related uses of the Allan Yorke/Moriarty park properties to the new PW maintenance center, so that the park land could be devoted solely to park related uses.
5. **2015-2016 Biennial Budget.** The committee briefly reviewed the 2016-2016 biennial budget preparation status and the Administration’s planned approach to balance the next biennial general fund budget.

**Adjournment:**
There being no further business, meeting adjourned at 6:30 P.M.
MEMO

Date: September 5, 2014
To: Mayor and Council
From: Don Morrison, City Administrator
Re: Credit Card Fees

Finance researched the credit card fee issue, and found the following:

Year to date (Jan-August) the City has accepted approximately $5,046,196 in credit card charges. Credit Card fees to the city are as of 7/30/2014 have amounted to $96,597.41. Here is the breakdown by function:

Senior Center: $1,415.00 #15 (transactions)
Utilities counter: $1,999,294.36 #3,518
Police: $6,495.22 #273
Admin Services: $363.30 #19
Permits: $1,297,362.51 #106
Web payments: $1,741,266.23 #15,906
Court: $199,000 (through July)

PayPros is the vendor that we use (compatible with our Eden software). We are charged 10 cents per transaction (19,747 ytd transactions) plus a 1% card service fee. Chargebacks / Rejects are $25.00 ea.

Note: Annette contacted Paypro's about the fees and charges asking them to review our accounts since we set it up in 2010. At that time we had estimated only processing $520,000.00 worth of charges per year. We have well exceeded that amount. The customer service department notified Annette via email that they will reduce our percent of sales charge to .080% effective 9/2/2014 but the monthly fees, chargeback, etc. will remain the same.

Since the majority of the card fees are for utilities, we can recapture them through an administrative transfer from the utilities. We are also checking with the state auditor to see if we can transfer the credit card fee costs from the SDC and TIF/PIF credit card payments to reimburse the general fund.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Admin Srvc / Edvalson
Meeting/Workshop Date: 23 September 2014
Agenda Bill Number: AB14-120

Agenda Item Type: Ordinance
Ordinance/Resolution Number: D14-120
Councilmember Sponsor:

Agenda Subject: Miscellaneous Fee Schedule

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 3.90 Of The Bonney Lake And Ordinance Nos. 1417 And 995 Relating To Miscellaneous Fees.

Administrative Recommendation: Approve

Background Summary: This is a minor update to the City's miscellaneous fee schedule to cover fees for scanning of documents. It also updates some of the terminology used to describe the fees and eliminates those fees which are obsolete. Scanning fees were based conservatively on known equipment costs and the staff salary for an Administrative Specialist II, mid-range.

Attachments: Ordinance D14-120.

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
</table>

Budget Explanation: There is no significant impact to the budget from this ordinance.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 9 September 2014

Approvals:
Chair/Councilmember Dan Swatman
Councilmember Don Lewis
Councilmember Katrina Minton-Davis

Forward to: Consent Agenda: ☐ Yes ☐ No

Commission/Board Review: n/a
Hearing Examiner Review: n/a

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s): 23 September 2014
Public Hearing Date(s):
Tabled to Date:

APPROVALS

Director: HTE
Mayor: NLJ
Date Reviewed by City Attorney: Not Reviewed (if applicable):
ORDINANCE NO. D14-120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 3.90 OF THE BONNEY LAKE AND ORDINANCE NOS. 1417 AND 995 RELATING TO MISCELLANEOUS FEES.

WHEREAS, the City Council finds it necessary to adjust various miscellaneous user fees;

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

Section 1. BLMC Section 3.90.020 and Section 2 of Ordinance No. 1417 are hereby amended to read as follows:

3.90.020 Miscellaneous items. Certain fees for miscellaneous items apply:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black and white Grayscale/color copies up to</td>
<td>$0.15 per page (including duplex pages) after the first five pages. There is no charge for the first five ten pages per customer per day. The allowance shall not be cumulative and shall apply only to copies of city records.</td>
</tr>
<tr>
<td>and including 11&quot; x 17&quot;</td>
<td></td>
</tr>
<tr>
<td>Scans of documents up to and including 11&quot; X 17&quot;</td>
<td>$0.15 per page; scan to Portable Document File (PDF)</td>
</tr>
<tr>
<td></td>
<td>$.07 per impression; color scan to Portable Document File (PDF)</td>
</tr>
<tr>
<td></td>
<td>$.015 per impression; grayscale to PDF.</td>
</tr>
<tr>
<td>18&quot; x 24&quot; map</td>
<td>$1.50 per page (cannot produce back to back pages).</td>
</tr>
<tr>
<td>24&quot; x 36&quot; map</td>
<td>$3.00 per page (cannot produce back to back pages).</td>
</tr>
<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 advance)</td>
</tr>
<tr>
<td>Court appeals</td>
<td>$40.00 appeals preparation and tapes recordings.</td>
</tr>
<tr>
<td>Court-certified copies</td>
<td>$5.00 per court document.</td>
</tr>
<tr>
<td>Special duplication requests</td>
<td>Costs for large duplication projects will be actual cost.</td>
</tr>
<tr>
<td>(not applicable to public disclosure requests)</td>
<td></td>
</tr>
<tr>
<td>Postage/delivery services and other delivery</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>
</tr>
<tr>
<td>methods</td>
<td></td>
</tr>
<tr>
<td>Certification by city clerk</td>
<td>$5.00 per certification.</td>
</tr>
<tr>
<td>Notary</td>
<td>$5.00 – Fee waived for city business.</td>
</tr>
</tbody>
</table>
Other electronic records

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual costs for electronic records recorded to physical media (diskettes, CD-ROM, DVD, etc.) with a minimum of $1.00 per piece, except for court transactions, which shall be charged at $10.00 per piece.</td>
<td></td>
</tr>
</tbody>
</table>

Section 2. BLMC Section 3.90.030 and Section 2 of Ordinance No. 995 are hereby amended to read as follows:

3.90.030 Color maps made with plotter. Maps and prints made with plotter.

The following planning department fees for color maps and prints made with the plotter apply:

<table>
<thead>
<tr>
<th>Size</th>
<th>Color</th>
<th>Grayscale</th>
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<tbody>
<tr>
<td>8 1/2” x 11”</td>
<td>$2.00</td>
<td></td>
</tr>
<tr>
<td>11” x 17”</td>
<td>$4.00</td>
<td></td>
</tr>
<tr>
<td>18” x 24”</td>
<td>$6.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>24” x 36”</td>
<td>$12.00</td>
<td>$6.00</td>
</tr>
<tr>
<td>Greater than 24” x 36”</td>
<td>$24.00</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

Section 4. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 5. Administration. The Mayor is hereby authorized to adopt and implement such administrative policies, procedures, forms, guidelines, etc. as may be necessary to carry out the intent of this ordinance.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council at a meeting thereof this ___ day of September, 2014.

AUTHENTICATION:

____________________________
Neil Johnson, Jr., Mayor

Harwood T. Edvalson, City Clerk, MMC

APPROVED AS TO FORM:

____________________________
Kathleen Haggard, City Attorney
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact: Jenna Richardson / ASD</th>
<th>Meeting/Workshop Date: 23 September 2014</th>
<th>Agenda Bill Number: AB14-123</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item Type: Resolution</td>
<td>Ordinance/Resolution Number: 2416</td>
<td>Councilmember Sponsor:</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Authorizing a Professional Services Agreement with Cabot Dow & Associates

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Professional Services Agreement With Cabot Dow Associates For Labor Relations Consulting.

**Administrative Recommendation:** Approve

**Background Summary:** Cabot Dow Associates (CDA) is a leader among management negotiators, specializing in labor-management relations and labor negotiations. CDA will provide costing models relating to wages, benefits and other benefits associated with the City's and Union's proposals which will be used during the negotiation process with AFSCME Local 120 and the Bonney Lake Police Guild. CDA will also provide some behind the scenes support during the negotiations process and may attend Council meetings when requested.

**Attachments:** none

### BUDGET INFORMATION

<table>
<thead>
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<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td>$7,000</td>
<td></td>
</tr>
</tbody>
</table>

**Budget Explanation:** The amount required was not budgeted in the 2013/2014 biennial budget.

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Finance Committee  
Approval:  
Date: 9 September 2014  
Chair/Councilmember: 
Councilmember: 
Councilmember: 

Forward to: 
Consent Agenda: ☐ Yes ☐ No

**Commission/Board Review:** 

**Hearing Examiner Review:** 

### COUNCIL ACTION

**Workshop Date(s):** 
**Meeting Date(s):** 
**Public Hearing Date(s):** 
**Tabled to Date:**

### APPROVALS

**Director:** 
**Mayor:** 
**Date Reviewed:**  
**by City Attorney:**  (if applicable):
RESOLUTION NO. 2416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH CABOT DOW ASSOCIATES FOR LABOR RELATIONS CONSULTING.

WHEREAS, the City will be entering into contract negotiations with the Bonney Lake Police Guild and AFSCME Local 120; and

WHEREAS, the City will require assistance in developing costing models for the City’s and Union’s proposals relating to wages, benefits and other benefits associated with the current and proposed contracts; and

WHEREAS, the City Council authorizes the expenditure of funds for this professional services contract;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Cabot Dow Associates, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 23rd day of September, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of September, 2014, by and between the City of Bonney Lake ("City") and Cabot Dow Associates ("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 any sub-consultants 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. **Independent Contractor.** 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 Workers’ 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. 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 disability 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. 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, B, and C 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 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 project.

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.

   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, Mayor

CONSULTANT

By: ________________________________
Attachments:

Appendix A: Scope of Work
Appendix B: Payment
Appendix A
Scope of Work
The Consultant shall perform work in support of the City’s negotiations with the AFSCME Local 120 and Bonney Lake Police Guild unions. The Consultant will provide costing models relating to wages, benefits and other benefits associated with the City’s and Union’s proposals which will be used during the negotiation process. In addition, the Consultant will provide behind the scenes support during the negotiations process and attend Council meetings when requested.
Appendix B
Payment

The Consultant’s hourly rate shall be $165 per hour.

The City agrees to reimburse Consultant mileage at the rate of $0.56 per mile to and from Bellevue, as travel may be required for meetings.

The maximum under this Agreement payable to the Consultant, unless expressly amended by the City and Consultant, shall be $7,000 (including reimbursements for expenses).