

CITY COUNCIL MEETING

January 25, 2022
6:00 P.M.

AGENDA



www.ci.bonney-lake.wa.us

Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

The public is invited to attend Council Meetings and Workshops in person, via conference call or over the internet. Pursuant to the Governor's mandate effective August 23, 2021, all those attending in-person must wear a face mask regardless of vaccination status. The information for attending is provided below. If you connect via the website link and/or call into the meeting, please confirm the microphone on your computer and/or phone is muted, otherwise it will result in feedback sound or background noise and interfere with the meeting.

If you wish to address the Council during Citizen Comments, please refer to that section of the meeting agenda below.

Council Meetings and Workshops attendance options:

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 408-740-7256 (Meeting ID: 215 767 540#)

By internet: Chrome- <https://bluejeans.com/215767540>

I. CALL TO ORDER – Mayor Michael McCullough

- A. Pledge of Allegiance
- B. Roll Call: Mayor Michael McCullough, Deputy Mayor Terry Carter, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.
- C. Agenda Modifications: None
- D. Announcements, Appointments and Presentations: None

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearing: None
- B. Citizen Comments:
Citizen comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. Those planning to comment via phone or virtually will need to sign up prior to the meeting in order to comment. When signing up, please provide your name, your screen name, and phone number (for callers), either by email to clerk@cobl.us or by mail to Attn: City Clerk, PO Box 7380, Bonney Lake, WA 98391. You may call to register to speak as well at 253-862-8602, however, those calls must be received by 5:00 pm. Email registrations may be made as late as 5:30 pm. the day of the meeting. During the meeting, your name will be called when it is your turn. Your microphone will be

activated, and you will be able to comment. Those physically appearing at the Council meeting to speak during citizen comments do not need to sign up but will be asked to state their name and address for the meeting record.

With the ability of the public to address the Council via phone, virtually or in-person, the City Clerk's Office will no longer accept citizen comments to be read by staff into the record.

- C. Correspondence: None

III. COUNCIL COMMITTEE REPORTS:

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

IV. CONSENT AGENDA:

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.

- P. 5 A. **Approval of Corrected Minutes:** January 4, 2022 Council Workshop and January 11, 2022 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #90554 - 90645 and in the amount of \$15,779.60. Accounts Payable check/vouchers #90646 - 90672 and wire transfers #2021121601, #2022010301, #2022010302, #2022010303, #2022010304, #2022010401, #2022010606 and #2022010607 in the amount of \$359,916.07. Accounts Payable wire transfer #2022011701 in the amount of \$29,533.36
- C. **Approval of Payroll:** January 1 – 15, 2022 for checks #34524-34549 totaling \$20,679.82 for a special payroll. January 1 – 15, 2022 for checks #34550-345559 including Direct Deposits and Electronic Transfers totaling \$728,189.71. **Voids:** None
- P. 19 D. **AB22-03 – Resolution 3003** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Chief Of Police To Sign An Independent Contractor Agreement With Phoebe Mulligan, LICSW To Provide Peer Support Training, Mental Health Support Services To Police Officers As Needed And Department Training As Requested And Agreed Upon.
- P. 25 E. **AB22-09 – Resolution 3008** – 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 Somer Johnson For Therapeutic Court Case Manager.

- P. 39 F. **AB22-12 – Motion** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Lift Station 18 Upgrades Project With Gary Harper Construction.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- P. 49 A. **AB22-13 – Resolution 3010** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Mayor To Sign An Interlocal Agreement With The City Of Sumer For Municipal Court Services.
- P. 77 B. **AB22-14 – Resolution 3011** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement Between The City Of Sumner And The City Of Bonney Lake For The Provisions Of Community Court Services For Purposes Of Execution Of Grant Agreement – Grt22430 Between Washington State Administrative Office Of The Courts And Bonney Lake Community Court.

VIII. FULL COUNCIL ISSUES:

- A. **City Council Candidate Speeches/Interviews** [No Advance Materials]
(15 minutes per candidate)

IX. EXECUTIVE/CLOSED SESSION:

Pursuant to RCW 42.30.110(1)(h). With action to follow. To evaluate the qualifications of a candidate for appointment to elective office.

X. SELECTION AND APPOINTMENT OF CANDIDATE TO COUNCIL VACANCY:

- A. **Nominations**

- B. **Voting**

XI. ADJOURNMENT

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

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

CITY COUNCIL WORKSHOP

January 04, 2022
6:00 P.M.
MINUTES



www.ci.bonney-lake.wa.us

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. Due to the state-wide stay at home order, the public was given the option to call in to the virtual Council Meeting and be able to listen to the Meeting live on the City's BlueJeans conference line.

- I. CALL TO ORDER** – Deputy Mayor Justin Evans, called the workshop to order at 6:00 p.m.
- II. ROLL CALL:** City Clerk Sadie Schaneman called the roll. In addition to Deputy Mayor Justin Evans, elected officials attending were Councilmember Terry Carter, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson. Mayor Neil Johnson was not in attendance.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Bryan Jeter, Municipal Court Judge Joanna Daniels, Public Services Director Ryan Johnstone, Human Resources Manager Debbie Mills, Interim Administrative Services Director/Information Services Manager Chuck McEwen, Executive Assistant/Management Analyst Leslie Harris, Planning & Building Supervisor Jason Sullivan, Recreation & Special Events Manager David Wells, Human Resources Generalist Melissa Johnson, City Clerk Sadie Schaneman, and City Attorney Kathleen Haggard.

Staff members in virtual attendance using the City's BlueJeans conference line were Chief Financial Officer Cherie Reiersen, City Engineer John Woodcock, and Recreation Coordinator Alexis Latham.

III. AGENDA ITEMS:

City Clerk Sadie Schaneman read out loud Councilmember Angela Ishmael's resignation letter as requested on the resignation.

A. Appointments:

- Oath of Office** – Mayor McCullough, Councilmember Swatman, Councilmember Carter, and Councilmember Fullerton.

Municipal Court Judge Daniels invited Mayor Elect Michael McCullough to come forward and receive the Oath of Office. She administered the Oath of Office to Mayor McCullough and invited him to take his seat at the dais.

Deputy Mayor Evans invited Councilmembers Carter, Fullerton, and Swatman to come forward and receive the Oath of Office as administered by Municipal Court Judge Joanna Daniels. Municipal Court Judge Daniels administered the Oath of Office individually to Councilmembers Carter, Fullerton, and Swatman and invited them to take their seat at the dais.

2. **AB22-01 – Motion** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Electing The Deputy Mayor And Assigning Councilmembers To The Council Standing Committees.

Mayor McCullough called for nominations from the Council for the position of Deputy Mayor.

Councilmember Fullerton nominated Councilmember Carter for Deputy Mayor. Councilmember Evans nominated himself.

Hearing no further nominations, Mayor McCullough called for a vote of the Council.

The Council voted. Councilmember Carter received 2 votes and Councilmember Evans received 2 votes. Councilmember Swatman and McClimans abstained. City Attorney Kathleen Haggard asked what the reason was for abstaining. Both Councilmembers had questions they wanted to ask the nominees. There was general consensus to allow the questioning and then revote.

Councilmember McClimans asked Councilmember Carter what his plans are to setting the agenda with all the new changes and the number of projects the Council wanted to accomplish. Councilmember Carter stated that the agenda is the Council's agenda and things would be brought forward from the staff. He will be looking at the Council to inform him of what they would want to be added or removed from the agenda.

Councilmember McClimans asked Councilmember Evans what his thoughts were to having items be brought to the Council twice for discussion vs using the Committee Meetings as one of the discussion meetings. Councilmember Evans stated that he was good with having items coming to Council for a double reading and giving citizens a chance to come forward about the items but also feels the Council should have trust in their Committee members.

Councilmember Swatman asked Councilmember Evans if he saw any problems going forward with Council being able to separate personal, politics, beliefs, and views from doing what is best for the community. He reminded Council of how things happened earlier in the 2021 year.

Councilmember Evans stated that he wished that things would have gone differently and took full responsibility for his actions last year. He agrees that the Council cannot bring their personal views into the decisions for the city.

Mayor McCullough called for a revote between the 2 nominees. Councilmember Carter received 4 votes and Councilmember Evans received 2 votes. With a majority vote, Councilmember Carter was appointed the new Deputy Mayor.

Deputy Mayor Carter opened the conversation regarding appointments to the Council Standing Committees. Deputy Mayor Carter asked the Councilmembers if they had a preference on what Committee they would like to be on. After discussions Deputy Mayor Carter made the following appointments without objection from the Councilmembers.

Community Development Committee: Councilmember McClimans, Councilmember Swatman and Councilmember Watson.

Public Safety Committee: Councilmember Evans, Councilmember Fullerton and Deputy Mayor Carter until Councilmember Position 7 is filled.

Finance Committee: Deputy Mayor Carter, Councilmember Evans, and Councilmember Watson.

City Clerk Sadie Schaneman reminded Council that the Finance Committee is chaired by the Deputy Mayor. Councilmember Watson stated that two Councilmembers usually need to be on two Committees

Councilmember Watson moved to approve Standing Committee Appointments. Deputy Mayor Carter seconded the motion.

Motion approved 6-0.

B. Presentation:

1. Presentation/Discussion: Parks & Rec Program

Mayor McCullough informed Council that there would be no presentation, but this item will be for discussion only. City Administrator John Vodopich gave a background on the Recreation Program and how the City of Bonney Lake became involved.

Human Resources Manager Debbie Mills and Human Resources Generalist Melissa Johnson went over the challenges and history of how Human Resources is impacted with the Recreation Program, mostly having to do with staff turnover.

Councilmember Evans reminded Council that the contract with the school district for maintaining the Recreation Program will be up for renewal in August of 2022. The contract states that without written notification 6 months before the expiration date, then the contract automatically renews for another 5 years. Councilmembers asked questions and discussed the advantages and disadvantages to have the City maintaining the Recreation Program.

Recreation & Special Events Manager David Wells went over the revenues that the Recreation Program has brought into the City. He explained the need and how the program is essential to the citizens and children.

Chief Financial Officer Cheri Reiersen went over the revenues from before COVID-19 and during. She stated that since COVID the Recreation Program has been working in the negative. After discussing options and if the City should be involved in a before and after school program that also involves daycare, there was consensus from Council to notify the school district that the City of Bonney Lake will not be renewing the contract.

C. Council Open Discussion:

Communities For Families (CFF) Coalition. Councilmember Watson stated there is a CFF meeting on January 6, 2022. He stated that the meetings are now being done virtually only due to the spread of COVID that is happening currently. He hopes that the community will come together and help everyone to become vaccinated.

Streets and Ice. Deputy Mayor Carter thanked the Public Works staff for all their work during the snow days. He asked if the responsibility of maintaining 410 was the City's during snowstorms. Public Services Director Ryan Johnstone stated that the City does maintain highway 410 and uses de icer. Councilmember Swatman and Public Services Director Johnstone describes how anti-icing and de icer works.

Staff Thank You. Councilmember Swatman and Councilmember McClimans thanked the Public Works staff and the Finance staff for all their work and overtime in taking care of the City.

D. Review Of Council Minutes: December 07, 2021, Council Workshop and December 14, 2021, Council Meeting.

Councilmember Watson, Councilmember Fullerton, and Councilmember Carter reported that they had provided City Clerk Sadie Schaneman with a number of

corrections to the draft minutes. There was a general consensus of the Council to move the revised minutes forward to the next Council meeting for approval

- E. **Action:** AB22-02 – Motion – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing The City’s Representative To The Pierce County Regional Council.

Councilmember McClimans moved to approve AB22-02. Councilmember Swatman seconded the motion.

Councilmember Evans gave a small history on what the Pierce County Regional Council does and the great opportunity it is to be on the board. Planning & Building Supervisor Jason Sullivan explained that the Planning Department works with the city representative with issues for the Pierce County Regional Council. Mayor McCullough asked if there were any volunteers. Councilmember Evans volunteered to be the city representative, and Councilmember Fullerton volunteered to be the alternate.

Motion approved to appoint Councilmember Evans and Councilmember Fullerton 6 – 0.

- F. **Discussion:** Process to Select Councilmembers for Vacant Positions. (No Advance Materials).

City Clerk Sadie Schaneman noted that Councilmember Angela Ishmael delivered a letter of resignation on December 28, 2021, explained the city code to fill vacancies and that the City code state a candidate must reside within city limits for 2 years prior to applying. She recommended the City advertise for the remaining term of the vacant position on the City Website, Social Media, and bulletin boards on January 7th and accepting applications until 5:00 p.m. January 21, 2022. Eligible applicants’ speeches and interviews on January 25, 2022, in an open session. Council would vote and the new Councilmember would be sworn in on February 1, 2022, Council Workshop. The appointee would serve the remainder of the vacated member's term through December 2023.

Council gave general consent to advertise as proposed.

- G. **Discussion:** AB22-04 – Resolution 3002 – Award the Contract for the Construction of AYP Phase 1 to Premier Field Development Contractors

Public Services Director Johnstone went over the history of the Allan Yorke Park Phase 1 project and the costs. He explained that in order to start and get the phase finished the Council needs to decide if they are wanting to fund the amount of 1.54 million dollars of the budget shortfall that is needed.

Councilmembers discussed the project and the need for this phase to be done and give the community something that has been said will happen. They discussed how to fund the project and the impacts of using the ending fund balance to cover the costs. Chief Financial Officer Cheri Reiersen reminded Council that she would need a budget amendment to transfer the funds from the ending fund balance to the parks budget.

There was Council consensus to place the item for action on the next Council agenda under Full Council Issues.

IV. EXECUTIVE/CLOSED SESSION: None.

V. ADJOURNMENT:

At 7:52 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Michael McCullough, Mayor

Items presented to Council at the January 4, 2022, Workshop: None.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

CITY COUNCIL MEETING

January 11, 2022
6:00 P.M.
MINUTES



www.ci.bonney-lake.wa.us

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. Due to the state-wide stay at home order, the public was given the option to call in to the virtual Council Meeting and be able to listen to the Meeting live on the City's BlueJeans conference line.

I. CALL TO ORDER – Mayor Michael McCullough called the meeting to order at 6:00 p.m:

- A. Pledge of Allegiance: Mayor McCullough led the audience in the Pledge of Allegiance.
- B. Roll Call: City Clerk Sadie Schaneman called the roll. In addition to Mayor McCullough, elected officials attending were Deputy Mayor Terry Carter, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Bryan Jeter, Public Services Director Ryan Johnstone, Interim Administrative Services Director/Information Services Manager Chuck McEwen, City Clerk Sadie Schaneman, and City Attorney Kathleen Haggard.

Staff members in virtual attendance using the City's BlueJeans conference line were Chief Financial Officer Cherie Reiersen, City Prosecutor Dena Burke, Planning & Building Supervisor Jason Sullivan, and Administrative Specialist III Carol Paul.

- C. Agenda Modifications: None.
- D. Announcements, Appointments and Presentations:

Mayor McCullough read a statement from the Council and himself explaining the Parks and Recreation program. He gave a short brief history on how the City of Bonney Lake and the Sumner-Bonney Lake School District started the current contract and the termination clause. He explained that staff had given factual information and not opinions on if the program should remain with the City. He said that the City of Bonney Lake had given notice that they want to terminate the current agreement but are in negotiations with the school district to discuss options that can help the community, the City, and the school district. He invited

anyone who was interested to attend the January 18, 2022 Council Workshop to listen to the discussion.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Kelly Whipple, 13209 179th Ave. E., Bonney Lake, she discussed her support, the reasons her family has used the Parks and Recreation Program and why the program should continue.

Ashley Lorenzo, she discussed her support, the reasons her family has used the Parks and Recreation Program, and why the program should continue.

Patti Knight, 5529 195th Ave. E., Bonney Lake, she discussed her support, the reasons her family has used the Parks and Recreation Program and why the program should continue.

Steve Gibson, 8110 206th Ave. E., Bonney Lake, he discussed how much revenue the Parks and Recreation Program has brought in, where funds would have to come from for the lack of revenues due to COVID, and the turnovers.

Annette Keliher, 7220 190th Ave. East, Bonney Lake, she discussed her support, the reasons her family has used the Parks and Recreation Program, and why the program should continue.

Rachael Redding, 421 Valley Ave. E, Sumner, she discussed her support, the reasons her family has used the Parks and Recreation Program, and why the program should continue.

Wyatt Redding, 421 Valley Ave. E, Sumner, he discussed his support, the reasons the Parks and Recreation Program should continue and what it has meant to him.

Cary Baker, 19004 108th St. Ct. E, Bonney Lake, she discussed her support, the reasons her family has used the Parks and Recreation Program and why the program should continue.

Dr. Laurie Dent, 1202 Wood Ave., Sumner, presented to Chief Bryan Jeter a Certificate of Appreciation and chocolates for the great support and work that the entire Police Department give to the school district. She also thanked Chief Jeter for his continual support and partnerships he does with the school district.

Senator Pam Roach, 15155 48th St. Ct. E, Bonney Lake, she discussed open government and that Council needs to be discussing with the community all items before they make decisions.

Kerri Hubler, 8201 204th Ave. Ct. E., Bonney Lake, she discussed her support, the reasons her family has used the Parks and Recreation Program and why the program should continue.

Michelle Larson, 19801 121st St. E., Bonney Lake, she discussed her support, the reasons her family has used the Parks and Recreation Program and why the program should continue.

Anthony Clark, 8416 185th Ave. Pl. E., Bonney Lake, he discussed his support and why the program should continue.

Rich Hanson, 20724 80th St. Ct. E., Bonney Lake, he thanked the community for all their support, discussed his history of the Parks and Recreation Program as an employee and why the program should continue.

Angela Lewis, 6417 159th Ave. E., Sumner, she discussed her support, the reasons her family has used the Parks and Recreation Program and why the program should continue.

Rod Vincent, 20627 Church Lake Drive, Bonney Lake, he discussed his support, the reasons his family has used the Parks and Recreation Program and why the program should continue.

Becky Conway, 2420 185th Ave. E., Lake Tapps, she discussed her support, the reasons her family has used the Parks and Recreation Program and why the program should continue.

Russell Rudolph, 7515 191st Ave. E., Bonney Lake, he discussed the history and the illegal apartment next door to him, the complaints, City responses, and would like the Council to enforce the law and code compliancy.

Jason Dalton, 8103 183rd Ave. E., Bonney Lake, he discussed his support, the reasons his family has used the Parks and Recreation Program, the reason for turnovers, and why the program should continue.

Melanie Roach, 7511 185th Ave. E., Bonney Lake, she discussed her support, the reasons her family has used the Parks and Recreation Program and why the program should continue.

Brent Phelps, 2517 199th Ave. Ct. E., Bonney Lake, he discussed his support, how the Parks and Recreation Program affects the small businesses, and why the program should continue.

Andy Riley, 4505 W. Tapps, Dr. E., Bonney Lake, he discussed his support, the reasons the Parks and Recreation Program should continue and what it has meant to him.

- C. Correspondence: City Clerk Sadie Schaneman noted that the City Clerk's Office received 3 email correspondences in support of the Parks and recreation Program. City Clerk Schaneman noted all Councilmembers had received the emails prior to the Council Meeting.

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Carter reported the Finance Committee met virtually today at 5:00 p.m. The Committee went thru personnel updates, discussed, and forwarded AB22-05 to tonight's Consent Agenda and approved their minutes.
- B. Community Development Committee: Councilmember Swatman reported the Community Development Committee met virtually on January 4, 2022. The Committee discussed the Fennel Creek Trail 2b-2 Project and forwarded AB22-05 and AB22-06 to tonight's Consent Agenda, AB22-04 and AB22-08 to tonight's Full Council Issues and approved their minutes.
- C. Public Safety Committee: Councilmember Evans reported the Public Safety Committee met virtually today at 3:30 p.m. The Committee discussed a contractor agreement with Phoebe Mulligan, LICSW and a professional services agreement for the Therapeutic Court Grant Program and forwarded both to the January 25, 2022 Consent Agenda, had monthly reports from East Pierce Fire & Rescue and the Bonney Lake Police Department, had open discussion on partnering with Pierce County for school zone beacons at the middle school, had a couple stop by about a parking issue at the parks, and approved their minutes.
- D. Other Reports: None.

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes**: December 07, 2021 Council Workshop and December 14, 2021 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable check/vouchers #90436 - 90516 and wire transfers #2021120301, #2021120601, #2021121001, #2021121002, and #2021121701 in the amount of \$2,015,897.69. Accounts Payable check/vouchers #90517 - 90553 and wire transfers #23909314, #202112792, #2021120201, #2021120202, #2021120203 and #2021120204 in the amount of \$494,384.93.

- C. **Approval of Payroll:** December 1 – 15, 2021 for checks #34505-34509 including Direct Deposits and Electronic Transfers totaling \$693,991.69. December 1 – 15, 2021 for checks #34510-34512 including Direct Deposits and Electronic Transfers totaling \$6,290.54 for a special payroll. December 16 – 31, 2021 for checks #34513-34523 including Direct Deposits and Electronic Transfers totaling \$833,093.83. Voids: 55892 – replaced with #56049.
- D. **AB22-05 – Resolution 3004** – A Resolution Of The City Council Of The City Of Bonney, Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Vendor Agreement With Pierce County To Be Able To Accept Low Income Home Water Assistance Funds For Our Utility Customers.
- E. **AB22-06 – Resolution 3005** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Award The Local Agency Contract For The Fennel Creek Trail 2b-2 Project To W.S. Contractors.
- F. **AB22-07 – Resolution 3006** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Local Agency Agreement For Architectural And Engineering Services With Parametrix For The Fennel Creek Trail 2b-2.

Councilmember Watson moved to approve the Consent Agenda. Deputy Mayor Carter seconded the motion.

Consent Agenda approved 6 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- A. **AB22-04 – Resolution 3002** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Construction Contract With Premier Field Development Contractors For The Construction Of The Allan Yorke Park Improvements Phase 1 Project.

Councilmember Watson moved to approve Resolution 3002. Councilmember Swatman seconded the motion.

Councilmember Evans stated that he will support the project since the Council has promised the community a park but needs to compile a park plan before approving anymore and discuss where the funding will come from for future parks.

Councilmember Watson stated he will support the project but wants to be sure to look into funding for other parks. He feels the Council needs to give the community the park they were promised.

Councilmember Swatman stated he will support this project and gave a brief history of how the city acquired the park and how long the project has been promised to the community.

Councilmember Fullerton stated she will support this project after reviewing past minutes and reports. She supports starting a park in Midtown but feels that the community has waited long enough for this project.

Deputy Mayor Carter stated he could not support this project because of the costs, parking issues, and feels that possibly the work should be moved to another location.

Councilmember McClimans stated that he will support this project but wants the Council to discuss the possibility of investing in a bond measure to support the parks. He feels the community should vote on the bond and if they want to fund the parks program.

**Motion to approve Resolution 3002 was approved 5 – 1.
Deputy Mayor Carter voted no.**

- B. **AB22-08 – Resolution 3007** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Professional Services Agreement With Parametrix For The Construction Management Of The Allan Yorke Park Phase 1 Project.

Councilmember Watson moved to approve Resolution 3007. Deputy Mayor Carter seconded the motion.

Motion to approve Resolution 3007 approved 6 – 0.

IX. CLOSED SESSION:

At 7:44 p.m. Mayor McCullough announced the Council will hold a closed session for 15-minutes pursuant to RCW 42.30.140 to discuss collective bargaining with no action to be taken following the closed session, and then adjourned the regular Council Meeting. The Closed Session started at 7:45 p.m. and concluded at 8:00 p.m. No action was taken.

X. ADJOURNMENT:

At 7:44 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Michael McCullough, Mayor

Items presented to Council at the January 11, 2022 Meeting for the record:

(1) *Plat Drawing and Permits* – Russell Rudolph.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Bryan Jeter, Chief of Police	Meeting/Workshop Date: January 25, 2022	Agenda Bill Number: AB22-03
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3003	Councilmember Sponsor:

Agenda Subject: Independent Contractor Agreement with Phoebe Mulligan, LICSW

Full Title/Motion:
 A Resolution of The City Council of The City of Bonney Lake, Pierce County, Washington, authorizing the chief of police to sign an Independent Contractor Agreement with Phoebe Mulligan, LICSW to provide peer support training, mental health support services to police officers as needed and department training as requested and agreed upon.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake Police Department has a great investment in our police officers. Providing resources for their mental health and well-being is of utmost importance. Phoebe Mulligan is a Licensed Independent Clinical Social Worker who is local and provides the services listed in the attached contract to other local agencies. Signing this contract would provide critical services to our officers as needed.

Attachments: Independent Contractor Agreement

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Public Safety Date: 1/11/2022	Approvals:	Yes	No
		Chair/Councilmember Justin Evansr	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Terry Carter	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
Forwarded to: 1/25/2022		Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): January 25, 2022	Tabled to:

APPROVALS		
Director: Bryan Jeter	Mayor:	Date Reviewed by City Attorney (if applicable):

RESOLUTION NO. 3003

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CHIEF OF POLICE TO SIGN AN INDEPENDENT CONTRACTOR AGREEMENT WITH PHOEBE MULLIGAN, LICSW TO PROVIDE PEER SUPPORT TRAINING, MENTAL HEALTH SUPPORT SERVICE TO POLICE OFFICERS AS NEEDED AND DEPARTMENT TRAINING AS REQUESTED AND AGREED UPON.

WHEREAS, Bonney Lake Police Department has a large investment in our police officers; and

WHEREAS, health and well-being of our police officers is of the utmost importance; and

WHEREAS, the contract with Phoebe Mulligan, LICSW, will provide training and resources to assist our officers with the impacts of their job.

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

Section 1. The chief is hereby authorized to sign the Independent Contractor Agreement with Phoebe Mulligan, LICSW.

PASSED BY THE CITY COUNCIL this __25th__ day of January, 2022

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

This contract for services is made effective as of February 1, 2022, by and between the City of Bonney Lake Police Department of 18421 Veterans Memorial Dr. E., Bonney Lake, WA 98391 and Phoebe Mulligan, LICSW (#LW60170219) of 3223 Deer Island Drive E Lake Tapps, WA 98391.

WHEREAS, Bonney Lake Police Department desires to have certain services provided by Phoebe Mulligan for its peer support and training program, and Phoebe Mulligan agrees to perform such services under the terms and conditions set forth in this Agreement; **THEREFORE**, inconsideration of the mutual covenants and promises contained in this Agreement. Bonney Lake Police Department and Phoebe Mulligan agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on February 1, 2022, Phoebe Mulligan, LICSW will provide to the City of Bonney Lake Police Department the following services (collectively, the “services”):
 - Assist with training of the peer support team
 - Provide mental health support services as needed (preparation for incident debriefs, critical incident stress debriefing, individual meeting/support)
 - Training as requested and agreed upon
2. **DURATION OF AGREEMENT.** This contract is ongoing and may be terminated at any point by either party. Cancellation of this contract requires a 30-day written notice from either party which will be hand-delivered or sent via U.S. mail, certified mail, postage prepaid to the addresses listed above.
3. **PAYMENT.** Bonney Lake Police Department will pay Phoebe Mulligan a rate of \$150 per hour. Payments to Phoebe Mulligan for services will be made no later than 15 days following the submission of an invoice for services. Bonney Lake Police Department will not pay for any additional hours beyond the approved amount for each identified service. Bonney Lake Police Department will provide no other compensation or benefits to Phoebe Mulligan except as specifically identified in this Agreement.
4. **TAXES.** Phoebe Mulligan is solely responsible for the proper withholding and timely payment of all taxes owed as a result of work performed under this agreement, whether local, state or federal, including but not limited to federal income tax liability, self-employment tax, and social security (FICA) tax. Bonney Lake Police Department shall not under any circumstances deduct any taxes from payments. Phoebe Mulligan agrees to indemnify and hold harmless, Bonney Lake Police Department, in the even that Phoebe Mulligan fails to withhold or pay any applicable taxes or contributions associated with this Agreement. At Bonney Lake Police Department’s request, Phoebe will furnish a certificate or other evidence of her compliance, with all local and federal laws regarding such withholdings or contributions.

- 5. INDEPENDENT CONTRACTOR RELATIONSHIP OF PARTIES.** Bonney Lake Police Department and Phoebe Mulligan intend and understand that an independent contractor relationship exists and is created by this Agreement. Bonney Lake Police Department is interested primarily in the results to be achieved by Phoebe Mulligan and the conduct and control of the work will rest solely with Phoebe Mulligan. Phoebe Mulligan agrees to perform such services to the best of her ability and to the satisfaction of Bonney Lake Police Department. It is understood by both parties that Bonney Lake Police Department does not agree to use Phoebe Mulligan exclusively and may choose to contract with other providers for similar services. Likewise, Phoebe Mulligan is free to contract for similar performance of services with other entities while under agreement with Bonney Lake Police Department. In this regard, Phoebe Mulligan will not assign Bonney Lake Police Department designated work or projects to other individuals without prior notification and disclosure to Bonney Lake Police Department.
- 6. CONFIDENTIALITY.** For the duration of this Agreement and thereafter, Phoebe Mulligan agrees to keep the terms and conditions of this Agreement confidential, as well as other confidential and/or proprietary information obtained through her services to Bonney Lake Police Department, and shall not disclose such confidential information to any other person without a need to know, and without prior notification to and express authorization from Bonney Lake Police Department.
- 7. INTERPRETATION.** If for any reason any provision or terms of this Agreement is found by a court of proper jurisdiction be invalid or unenforceable, such determination shall not affect or alter any other part of this Agreement, and the remaining provisions shall remain in full force and effect.
- 8. GOVERNING LAW AND VENUE.** This Agreement shall in all respects be subject to and governed by the internal laws of the State of Washington, and not its law of conflicts. The parties agree that any legal action related to this Agreement will be filed and heard in Pierce County, WA.
- 9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding by and between Bonney Lake Police Department and Phoebe Mulligan with respect to the performance of services by Phoebe Mulligan. Representations, promises, agreements or understanding not contained in this Agreement, either written or oral, shall have no force or effect.
- 10. INSURANCE REQUIREMENTS.** Phoebe Mulligan is required to provide her own Professional and General Liability Insurance Coverage and will provide the agency with a current copy of the insured certificate. Phoebe Mulligan must also have a credential in good standing at all time during this contract.

IN WITNESS WHEREOF, Bonney Lake Police Department and Phoebe Mulligan have willingly and voluntarily signed this Agreement.

Phoebe Mulligan, LICSW

Signature _____

EIN: 83-3964179

Professional License #: LW60170219

Date _____

Bonney Lake Police Department

Bryan Jeter, Chief of Police

Signature _____

Date _____

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Court / Joanna Daniels, Judge	Meeting/Workshop Date: 01/25/2022	Agenda Bill Number: AB22-09
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3008	Sponsor:

Agenda Subject: Professional Services Agreement – Therapeutic Court Case Manager

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 Somer Johnson For Therapeutic Court (Community Court) Case Manager.

Administrative Recommendation: Approve

Background Summary: On October 29, 2021, Bonney Lake and Sumner Municipal Courts were chosen to receive grant funds to add Therapeutic Court Services in the amount of \$395,293.00 of which \$217,681 is marked for personnel, salaries and benefits. During our Stakeholders meeting it was agreed to refer to Therapeutic Court as “Community Court” as the term “Therapeutic” was considered to have a negative connotation within the community. A portion of these funds will be used for a Case Manager. The Case Manager shall be responsible for assisting and engaging participants of Community Court through the entire process of their court case including assisting with intakes, needs assessment, service planning, aligning with community providers, attending appointments and court appearances.

Attachments: Professional Services Agreement, Resume of Somer Johnson, Resolution 3008

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Public Safety Date: 01/11/2022	<i>Approvals:</i>		Yes No
		Chair/Councilmember	Justin Evans	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Terry Carter	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Gwendolyn Fullerton	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: 1/25/2022	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 01/25/2022	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 3008

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 SOMER JOHNSON FOR THERAPEUTIC COURT CASE MANAGER.

WHEREAS, The Bonney Municipal Court and Sumner Municipal Court submitted an application for grant funds with the Administrative Office of the Courts to start a Therapeutic Court Program (“Community Court”); and

WHEREAS, The Administrative Office of the Courts awarded Bonney Lake Municipal Court and Sumner Municipal Court with grant funds to be used to identify individuals before Bonney Lake Municipal Court and Sumner Municipal Court with substance use disorders or other behavioral health needs and engage those individuals in community-based therapeutic interventions; and

WHEREAS, Somer Johnson – Consultant fulfills the Scope of Work for Case Manager for the Therapeutic Court (“Community Court”) Program.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the Professional Services Agreement with Somer Johnson for Case Manager – Therapeutic Court (“Community Court”) Program.

PASSED by the City Council this 25th day of January, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

CITY OF BONNEY LAKE PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 25th day of January 2022, by and between the City of Bonney Lake (“City”) and Somer Johnson (“Consultant”) for professional services to be rendered in connection with Bonney Lake Community Court (“Project”).

The parties hereby agree as follows:

1. **Scope of Work.** Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation than that provided in this Agreement without the prior written authorization of the City.
 - 1.1 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.
 - 1.2 This Agreement is effective upon execution by the Parties and shall remain in effect until the work described in Section 1.1 above is complete, unless terminated by written notice in accordance with Section 6, below.
 - 1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its sub-consultants’ staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all relevant agencies and governmental entities. Services provided by Consultant and its sub-consultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.
2. **Schedule of Work.** Consultant shall perform the services described in the Scope of Work, Exhibit “A”, in a timely manner, according to the schedule provided therein. Consultant shall not begin any work under this Agreement until the City has authorized work to proceed.
 - 2.1 Consultant shall assure that it and its sub-consultants will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control, which could not have been reasonably foreseen as of the date of this Agreement, should cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay or potential delay, that may trigger the need for a time extension, within 3 business days after the Consultant becomes aware of the delay or potential delay.
3. **Compensation.** Compensation for the services provided in the Scope of Work shall be a fixed sum of \$2,500 per month beginning January 2022 and continue through June 30, 2023.

4. **Payment.** Consultant shall provide monthly invoices in a format acceptable to the City, for work performed to the date of the invoice.
 - 4.1 All invoices shall be paid by City within sixty (60) days of actual receipt of said invoice conforming in all respects to the terms of this Agreement.
 - 4.2 Consultant shall maintain cost records and accounts pertaining to this Agreement and make them available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City upon request.
 - 4.3 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.
5. **Discrimination and Compliance with Laws.** Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by Federal, State, local law, or ordinance, except for a bona fide occupational qualification.
 - 5.1 Consultant and its sub-consultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this Agreement.
 - 5.2 Any violation of Section 5 shall constitute a material breach of this Agreement and shall be grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part and may result in Consultant's ineligibility to conduct further work for the City.
6. **Suspension and Termination of Agreement.** The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section 1. Termination shall be effective immediately upon posting or transmission of written notice by the City or on such date as stated in the City's notice, whichever is later.
 - 6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant written notice ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.
 - 6.2 Any notice from the City to Consultant regarding the suspension of this Agreement

shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. **Standard of Care.** Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides pursuant to this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole, exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. **Ownership of Work Product.** Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon completion or termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement, without written concurrence by Consultant, will be at the sole risk of the City.

8.1 The documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

9. **Indemnification/Hold Harmless.** Consultant shall indemnify and hold the City, its officers, employees, agents, and volunteers harmless from all claims, injuries, damages, losses, or suits (including all legal costs and attorney fees) arising out of or in connection with the acts, errors or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City (including its officers, officials, employees, agents, and volunteers), the Consultant's liability hereunder shall be only to the extent of the Consultant's own negligence.

9.1 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.2 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL

INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE OR EXTEND TO ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

- 9.3 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.
10. **Insurance.** Consultant shall procure and maintain for the duration of this 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.
- 10.1 Consultant shall procure and maintain insurance of the types described below:
- a. 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.
 - b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- 10.2 **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:
- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 10.3 **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:
- a. The Consultant's insurance coverage shall be primary insurance as respects 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.
 - b. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, without first giving thirty (30) days written notice to the City, said notice being sent by certified mail with a return receipt requested.

- c. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City or any self-insurance or insurance pool coverage maintained by the City.
 - d. If any coverage is written on a "claims made" basis, a minimum of three (3) years extended reporting period shall be included with the claims made policy and proof of this extended reporting period shall be provided to the City.
- 10.5. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 10.6. **Verification of Coverage.** Consultant shall furnish the City with original certificates and copy of all amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant have been met before commencement of the work.
11. **Assigning or Subcontracting.** Consultant shall not assign, transfer, subcontract or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.
12. **Independent Contractor.** Consultant and its sub-consultants are and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service(s) provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be nor deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance and unemployment insurance shall be available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
- 12.1 The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk and Consultant shall be responsible for any loss of or damage to materials, tools or other articles used or held by Consultant for use in connection with the work.
13. **Notice.** All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile or on the third day following mailing,

postage prepaid, certified mail, return receipt requested to:

City: ATTN: Mayor McCullough
City of Bonney Lake
9002 Main Street E
Bonney Lake, WA 98391

With a copy to: City Clerk and Community Court Administrator

Consultant: Somer Johnson
14515 Prairie Ridge Dr E
Bonney Lake, WA 98391

14. **Disputes.** Any suit or action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, without reference to its choice-of-law rules. Exclusive venue shall be in Pierce County Superior Court, Tacoma, Washington.
15. **Attorney Fees.** In any suit or action instituted to interpret or enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.
16. **Extent of Agreement/Modification.** This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.
17. **Conflict of Interest; Non-Collusion.** No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all Federal, State and City conflict of interest laws, statutes, and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.
 - 17.1 The Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent, or officer of the Contractor, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

18. **Contact.** The contact information for this agreement is as follows:

CITY OF BONNEY LAKE, WASHINGTON (“City”)

Physical Address: 9002 Main Street E

Mailing Address: PO Box 7380

Bonney Lake, WA 98391

Contact: Michael McCullough

Phone: 253-862-8602 Fax: 253-862-8358

Email: mcculloughm@cobl.us

and

Somer Johnson (“Consultant”)

14515 Prairie Ridge Drive E

Bonney Lake, WA 98391

Phone: 253 590 3068 Email: allthingsmindful@yahoo.com

Tax Id No.: _____

ACKNOWLEDGED AND AGREED TO BY:

<p>CITY OF BONNEY LAKE</p> <p>By: _____ Michael McCullough</p> <p>Its: Mayor</p> <p>Date: _____</p> <p>Attest:</p> <p>By:</p> <p>_____ Sadie Schaneman City Clerk</p>	<p>CONSULTANT</p> <p>By: _____ Somer Johnson</p> <p>Its: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>By:</p> <p>_____ City Attorney</p>
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EXHIBIT A SCOPE

OF WORK

The Case Manager for the Bonney Lake/Sumner Community Court will be under the direct supervision of the Court Administrator. The Case Manager will be responsible for assisting and engaging participants of Community Court through the entire process of their court case including assisting with intakes, needs assessment, service planning, linking with community providers, attending appointments and court appearances.

The Case Manager will be responsible for data collection to assist in establishing grant performance metrics. Normal attention to detail is required to prevent errors. Employees in these positions have a great deal of contact with indigent defendants, public defenders, community organizations, court, police, legal and other city employees. Work is performed in court, in an office setting and in the community.

Case Manager Duties:

- Assist and encourage indigent defendants charged with misdemeanors and gross misdemeanors in gaining access to drug and alcohol, mental health, medical, educational, housing, social and other services.
- Meet with defendants and public defenders to assist with intake assessments, determine service needs, develop a plan of action and provide monitoring of participants.
- Assist participants in attending all appointments and court appearances.
- Coordinate and assist entry of participants into various treatment facilities and/or substance abuse educational programs as needed.
- Refer participants to appropriate community organizations and assist participants in scheduling appointments and obtaining services.
- Facilitate and organize onsite group sessions and programs.
- Provide outreach services to locate missing participants and help to re-engage them with the program.
- Collaborate with other community resources to maintain and develop positive working relationships.
- Maintain accurate and complete case files for each client (participant).
- Maintain accurate electronic and paper records of participants' information and enter data into approved database as directed, in a timely manner.
- Case management may include psychosocial histories and assistance in developing recommendations concerning pretrial release, sentencing and post-sentencing options. Case management does not include direct delivery of medical, clinical or other direct services.
- Assist with developing and attaining program goals and objectives through effective program planning and implementation.
- Develop and maintain program standards and administer program within legal requirements.

- Perform accurate and complete data collection to assist in establishing grant performance metrics.
- Maintain confidentiality and professional ethical standards required by State and Federal statutes.
- Attend trainings, meetings, staffing sessions and court hearings as required.
- Provide written weekly progress reports for staff meetings including participant's compliance with and violations of conditions imposed.
- Facilitate graduation acknowledgement.
- Establish and maintain cooperative and effective working relationships with those contacted in the performance of work.
- Safely drive vehicle to off-site appointments and meetings and in the performance of related job duties.
- Maintain regular, reliable and punctual attendance.
- Perform other duties as assigned.

The Case Manager will appear at each Arraignment calendar to assist in screening participants of the Bonney Lake/Sumner Community Court program. Once screened into the program, the Case Manager will then complete an extensive risk/needs assessment and prepare a program plan for each participant in conjunction with the prosecuting attorney.

The Case Manager will also appear at each Resource Room Meeting, currently via zoom, on a day and time to be specified after arraignment, to assist in connecting the participants with their treatment providers.



PROFESSIONAL SUMMARY

Seeking case manager position

Counseling , social work and community outreach are my passion. I am a hard worker, always willing to learn new things . I am very open minded and a fast learner. I understand and navigate well through fast paced environments.

SKILLS

- Referral coordination
- Crisis intervention
- Deliver exceptional care
- Problem-solving
- Public speaking
- Verbal communication
- Collaboration
- Discharge planning
- Counseling
- Review cases
- Multitasking
- Creative thinking
- Networking

EXPERIENCE

Community Case Manager, Black Diamond Community Court , Dec 2021 - Current, Black Diamond , Washington

Case Manager for community court at Black Diamond . I am responsible for completing risk/needs assessments for participants and providing recommendations to the prosecutor and public defender. The program coordinator is responsible for keeping in contact with participants and with providers. The program coordinator provides weekly updates to the core team regarding each participant's compliance with court orders and conducts exit interviews. The program coordinator is responsible for reaching out to the providers via email and in person for scheduling needs and education on any process changes.

Childcare Provider, All Things Mindful , Nov 2019 - Current, Bonney lake, Washington

I am the business owner and operator of All Things Mindful Childcare .

Duties include program lessons , lead teacher training . I am certified in CPR /First aid . I am currently enrolled and working under Early Achievers program through the state . I am currently training someone to work the program with me for duration of school year before I close , so I can focus on court work as well. Then move to full time court program.

Some of The tasks at hand :

- Maintained safe, nurturing environment for children and followed prescribed procedures for optimal care.
- Selected activities to reinforce learning and discovery and helped children develop personal interests.
- Observed signs of behavioral or emotional issues and alerted senior staff and parents of concerns.
- Assisted children in overcoming inappropriate behavior and provided positive guidance and reinforcement.
- Put together fun lessons to engage children in learning foundational letter and number recognition skills.
- Monitored food at serving areas to check on fresh appearance and proper holding temperatures.
- Planned food production to coordinate with meal serving hours.

Substance Abuse Counselor, Future Visions , Mar 2016 - Nov 2019, Auburn, WA
Counselor

- Identified problem areas that impacted participants' completion of treatment.
- Worked independently and demonstrated creativity in promoting and advancing program initiatives.
- Established network of substance abuse facilities and other outside agencies and actively pursued referrals that benefited clients.
- Acted as liaison between other agencies and patients and delivered crisis intervention.

EDUCATION

Associate of Arts, Human Services Associate's degree I have one class left for completion

Highline College - Federal Way , WA

Nov 2022

Human Services teaches jobs for Community and Social Services Specialist or Human Service Worker.

Learn to understand the needs of patients and clients within the scope of the human services field.

Studied a variety of topics, including psychology and public policy. Working with people in different ages and stages of life.

This has opened me up to applying myself to many community volunteer positions including working at the food pantry, being a food pantry attendant at my own home, Neighborhood crime watch where I work closely with the sheriffs and the community.

Work with my neighborhood creating fun festive events for the community,

I have one class left I plan on completing online during 2022

Associate of Arts, Substance abuse Counseling

Nov 2016

Highline Community College - Federal Way , WA

Substance abuse Counseling covered the basics of behavioral health counseling as part of addiction treatment and treating patients. Learned the causes of addiction, treatment plans, and substance use and behavioral issues as well as how to counsel family members and run group and private therapy.

Skills :

Learned how counselors in the field of substance abuse must possess excellent listening , communication skills. They must also be compassionate and persistent, as patients in this field are sometimes resistant to treatment. Patients can also become violent and or depressed .

Training also included suicide first aid .

REFERENCES

Name : Jodi Bretz

Years known: 4

Personal/ professional: Community programs

Contact information: 253-283-3785

Name : Laurysa Young

Years known: 7+

Personal/ professional: Personal

Contact information:

Name : Karen Garvin

Years known: 10+

Personal/ professional: Clinical Supervisor Future Visions

Contact information: 253-886-8505

Name : Courtney Nason

Years known: 10

Personal/ professional: Personal / Community work

Contact information: 253- 625-6055

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services / Marlyn Campbell	Meeting/Workshop Date: 25 January 2022	Agenda Bill Number: AB22-12
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Motion to Accept as Complete the Lift Station 18- Upgrades project with Gary Harper Construction.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Lift Station 18 Upgrades Project With Gary Harper Construction.

Administrative Recommendation: Approve

Background Summary: Resolution xxxx dated February 23, 2021 awarded the construction contract to Gary Harper Construction for Lift Station18- Upgradesproject. Work included replacing two submersible pumps with new 30 horsepower submersible pumps as well as associated pipings, valving, fittings, thrust restraint, electrical equipment and controls. The wet well lid and hatch are also replaced. The wet well was coated with a spray-on polyurethane coating and new grout was added at the bottom of the wet well. The existing generator and associated electrical components was replaced and a new electricl shelter was constructed around existing electrical equipment. See attached Project Completion Report for detailed information on this project.

As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and the project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and photos of project..

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: Release of Retainage in the amount of \$21,961.76.				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 1/25/2022	Tabled to Date:

APPROVALS		
Director: <i>Ryan Johnstone</i>	Mayor: <i>Michael McCullough.</i>	Date Reviewed by City Attorney: (if applicable)

PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Lift Station 18 - Upgrades

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council: \$928,443
 City Fund Source(s): Sewer- SDC 928,443
Total Project Budget Utilized= \$747,185

Budget-
 Design- \$272,260
 Construction- \$545,002.9
 PM- \$111,180.00

Project Expenditures:

Design = \$164,224
Total Construction \$582,961

Engineer's Estimate =

	<u>Contract Award Amount</u>	<u>Actual</u>
Low Bid/Contract=	\$495,457	475,344
Contingency- 10%=	\$49,546	6,877
Field Engineering Service =	\$111,180	100,740
	\$656,183	582,961

Total Project Cost = \$747,185

Total Budget for construction= \$656,183
Actual \$582,961
Under Budget= \$73,222

Actual Revenue Sources utilized for project:

Budget Authorized by City Council: \$928,443
Total Actual for complete project= 747,185

Under Budget= 181,258

Design

Date RFP Issued N/A
 Design Contract Award Date: 4/2/2019
 Design Contract Completion Date: 3/9/2021
 Design Consultant(s): Parametrix
 Contract Amount: \$272,260 \$164,224

Scope of Work Changes: Date
 1 None
 Change Order Summary:
 1 None

Actual Total \$164,224
 =

Construction

Date of Advertisement:	1/27/2021		
Bid Opening Date:	2/10/2021		
Engineer's Estimate:	\$516,443		
Low Responsive/Responsible Bid:	\$495,457	(w/tax)	\$463,799
General Contractor	Gary Harper Construction		
Contract Award Date:	2/24/2021		
Contract Completion Date:	11/17/2021		
Closeout Date:	1/25/2022		

Scope of Work Changes:

1 None

Change Order Summary:

	<u>Date</u>	
1 Fence Modification		\$2,464
2 Wet Well Lid		\$1,743
3 Conflict with Gauges		\$1,692
4 Credit for roof		(\$81)
5 Install Starters		\$471
6 Guide Rails Modification		\$1,682
7 Fence Modification #2		\$2,800
8 Wet Well Leak Patching		\$3,537
9 Manhole Leak Patching		\$3,137
Support for Pressure		
10 Gauge		\$374
Credit for Anu Spraying		
11 System		(\$6,925)
Tax		\$651

Other Construction

Advertising	\$516
Project Management Services	\$100,740
Breaker/lug kit	\$135
Side mount aux contact block	\$516
Transfer Switch	\$5,710

Construction	
Actual Total	\$582,961

Total Project	
Cost=	\$747,185

PW Infrastructure Addition(s):

See attached Bill of Sale form

City of Bonney Lake, Pierce County
BILL OF SALE

Updated January 30, 2014

Project Title: Lift Station 18 Upgrade

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) City of Bonney Lake do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described utility or other improvements and all appurtenances thereto, situated in Pierce County, Washington:

FINAL COST DATA AND INVENTORY:

SANITARY SEWER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	=	Type	Item	Cost
1	Each of	Na	=	Coating	Wet Well lining	\$ 57,400.00
2	Each of	25HP	=	Pumps	Flygt Pumps	\$ 90,100.00
1	Each of	Na	=	Structure	Electrical Covering Roof	\$ 105,000.00
1	Each of	125kW	=	Generator	Cumins Generator	\$ 87,000.00
					Other Incidental Costs	\$
					Subtotal	\$ 339,500.00
Include Sales Tax if applicable				9.4	% tax	\$ 31,913.00
TOTAL COST FOR SANITARY SEWER SYSTEM						\$ 370,413.00

ENGINEERING AND CONSTRUCTION SERVICES

Item	Cost
Engineering Design Services	\$ 164,223.00
Construction Services	\$ 111,180.00
Permitting fees	\$ 0

The said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these presents this 6th day of December, 2021.

[Handwritten Signature]

Name _____
Title (project manager)



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 26-Jan-22 **Contractor's UBI Number:** 601606620

Name & Mailing Address of Public Agency
City of Bonney Lake PO Box 7380 Bonney Lake, WA 98391 UBI Number: 277000893

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name LS-18 Upgrades	Contract Number	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---------------------------------------	------------------------	-----------------------------------------------------------------------------------------------------

Description of Work Done/Include Jobsite Address(es)
 The Lift Station 18 Upgrades work included replacing two submersible pumps with new 30 horsepower submersible pumps as well as associated pipings, valving, fittings, thrust restraint, electrical equipment and controls. The wet well lid and hatch are also replaced. The wet well was coated with a spray-on polyurethane coating and new grout was added at the bottom of the wet well. The existing generator and associated electrical components was replaced and a new electrical shelter was constructed around existing electrical equipment.

Federally funded transportation project? Yes No (if yes, provide Contract Bond Statement below)

Contractor's Name Gary Harper Construction Inc.	E-mail Address gary@garyharperconst.com	Affidavit ID* 1072964
-----------------------------------------------------------	---------------------------------------------------	---------------------------------

Contractor Address 14831 223rd St SE, Snohomish, WA 98296	Telephone # 360-863-1955
---------------------------------------------------------------------	------------------------------------

If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number.
 Retainage Bond Contract/Payment bond (valid for federally funded transportation projects)

Name: _____ Bond Number: _____

Date Contract Awarded 2/23/21	Date Work Commenced 4/12/21	Date Work Completed 11/17/21	Date Work Accepted 1/25/22
-----------------------------------------	---------------------------------------	----------------------------------------	--------------------------------------

Were Subcontractors used on this project? If so, please complete Addendum A. Yes No

Affidavit ID* - No L&I release will be granted until all affidavits are listed.

Contract Amount	\$ 453,300.00		
Additions (+)	\$ 10,895.20	Liquidated Damages \$	_____
Reductions (-)	\$ 24,960.00	Amount Disbursed \$	453,383.22
Sub-Total	\$ 439,235.20	Amount Retained \$	21,961.76
Sales Tax Rate	varied		

(If various rates apply, please send a breakdown)

Sales Tax Amount	\$ 36,109.78		
TOTAL	\$ 475,344.98	TOTAL \$	475,344.98

NOTE: These two totals must be equal

Comments: Sales tax rate changed during this project-Bonney Lake June 1, 2022. Paid at 9.3% \$7,339.20 and paid at 9.4% \$28,770.58

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Marlyn Campbell
 Email Address: campbellm@ci.bonney-lake.wa.us

Title: Contract Administrator

Phone Number: 253-447-4348



Addendum A: Please List all Subcontractors and Sub-tiers Below

This addendum can be submitted in other formats.

Provide known affidavits at this time. No L&I release will be granted until all affidavits are listed.

Subcontractor's Name:	UBI Number: (Required)	Affidavit ID*
Bainbridge Island Electric	600198053	1063024
Olson Brothers Pro-Vac LLC	602170975	1071269
Sparrow Fence LLC	603238344	1071140
WCCL Systems LLC	603278120	1073095

For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.

LIFTSTATION #18 UPGRADE PHOTOS



Liftstation #18: Original site.



Liftstation #18: Original valve vault.



Vacuum trucks on site for valve vault upgrade.



Vacuum trucks keep wet well levels in control during valve vault upgrade.



New piping installing in valve vault.



Finished valve vault upgrade.

LIFTSTATION #18 UPGRADE PHOTOS



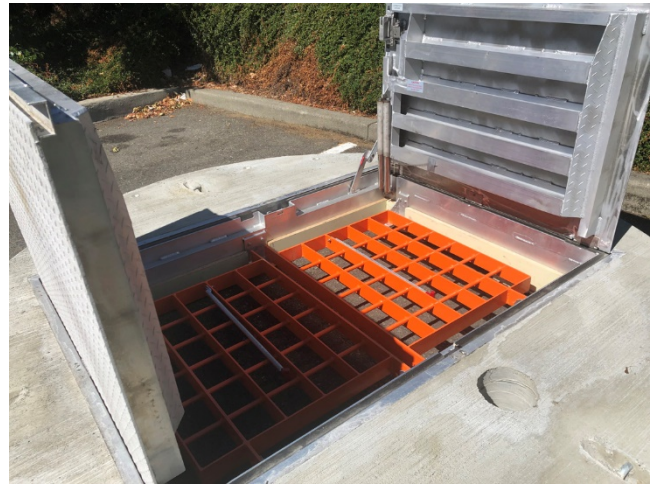
Original wetwell.



Finished wetwell upgrade.



Removal of old wetwell hatch.



New wetwell hatch.



Original diesel backup generator.



Bypass pumping during construction.

LIFTSTATION #18 UPGRADE PHOTOS



Collection manhole outside wetwell prior to coating.



Collection manhole after new coating and prior to bypass piping removal.



Controls area of site prior to construction.



New roofing over controls area.



Liftstation #18 with upgrades install including new generator.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive/John P. Vodopich AICP	Meeting/Workshop Date: 01/25/2022	Agenda Bill Number: AB22-13
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3010	Sponsor:

Agenda Subject: Interlocal Agreement with Sumner for Municipal Court Services

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Mayor To Sign An Interlocal Agreement With The City Of Sumner For Municipal Court Services.

Administrative Recommendation: Approve

Background Summary: The City of Bonney Lake has provided Municipal Court services to the City of Sumner since 2016 (Resolution 2492). The parties have met and renegotiated the terms of the agreement to better reflect actual operations and services provided. The duration of this agreement would be from January 1, 2022 through December 31, 2023.
Attachments: Resolution 3010 and Interlocal Agreement

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Terry Carter	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 01/25/2022	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 3010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF SUMNER FOR MUNICIPAL COURT SERVICES.

WHEREAS, The Cities of Bonney Lake and Sumner, the parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

WHEREAS, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

WHEREAS, in 2015, Sumner and Bonney lake signed an Interlocal agreement in which Bonney lake agreed to provide municipal court services to Sumner; and

WHEREAS, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign an Interlocal agreement with the City of Sumner for municipal court services.

PASSED by the City Council this 25th day of January, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

**INTERLOCAL AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON AND
CITY OF SUMNER
FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

THIS AGREEMENT is entered into this 25th day of January 2022, by and between the City of Bonney Lake (“Bonney Lake”) and the City of Sumner (“Sumner”), and they are the Washington State Municipal Corporations (collectively the “Parties”).

Whereas, the Cities of Bonney Lake and Sumner, the parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and **Whereas**, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

Whereas, in 2015, Sumner and Bonney Lake signed an interlocal agreement in which Bonney Lake agreed to provide municipal court services to Sumner; and

Whereas, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Bonney Lake and Sumner do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for certain municipal court services by Bonney Lake to Sumner through the use of facilities, materials and personnel of the Bonney Lake Municipal Court to the maximum extent permitted by law for the filing and processing of Sumner's civil, traffic or other infractions, criminal citations, impound hearings, drug forfeiture hearings and potentially dangerous/dangerous dog appeal hearings; to set forth fees to be paid by Sumner; and to specify the responsibilities of Bonney Lake and Sumner respectively for such municipal court services.
2. **Administration.** The Bonney Lake Court Administrator shall be responsible for the administration of this Agreement. No joint acquisition, holding or disposal of real or personal property is contemplated hereunder.
3. **Filing and Assumption of Sumner Municipal Court Cases.**
 - 3.1. For purposes of this Agreement, a case filed in Bonney Lake Municipal Court originating in the jurisdiction of Sumner will be identified as a case of Sumner.
 - 3.2. **Archived Cases.** Sumner shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date.

4. **Municipal Court Services Performed By Bonney Lake.** As set forth in this Agreement, Bonney Lake shall provide municipal court facilities and services for the processing of Sumner Municipal Court cases in the same manner and at the same level as Bonney Lake provides for the same type of cases originating in Bonney Lake.
 - 4.1 **Court Staff.** Except as Sumner may elect hereafter, Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner cases. Bonney Lake shall provide all other court staff, including clerks and court administrator, to process and adjudicate all criminal citations and civil citations filed by Sumner. Sumner shall have no less than one dedicated court clerk whose primary duty is to process Sumner cases, which will provide a single point of contact for Sumner staff and help create efficiencies and consistency for both jurisdictions. Bonney Lake shall ensure that all court clerks are cross trained to be able to adequately process cases and address matters involving Bonney Lake or Sumner. By way of illustration and not by limitations, this "processing" shall include the issuance of all summons, warrants, maintenance of court cases including timely and accurate calendaring and docketing, and processing of all fines and forfeitures for municipal cases. Processing shall include filing, adjudication and penalty enforcement of all Sumner cases filed, or to be filed, including but not limited to the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench, and jury trials, sentencing, post-trial motions, and the duties of the courts of limited jurisdiction regarding appeals.
 - 4.2 **Probation.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner.
 - 4.3 **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, printers, dependable wi-fi access, and other equipment, necessary to perform the foregoing described municipal court services in a timely manner as required by laws and court rule. Bonney Lake shall provide the use of the Bonney Lake courtroom and all office space necessary for the processing of municipal cases.
 - 4.4 **Court Security.** Bonney Lake shall provide all necessary security for the courtroom, including an armed bailiff with the ability and commission authority to take out-of-custody defendants into custody when ordered by the court, and in the absence of Sumner's CSO. This shall not, however, include security or supervision specifically for defendants that are present in the courtroom and are in the otherwise active custody of any law enforcement agency, prison, or jail in which case Sumner is required to provide transportation, security and supervision for its in-custody docket defendants while in court.

- 4.5 **Supplies and Forms.** Bonney Lake shall provide for all forms and paperwork necessary for processing Sumner Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, criminal hearing forms, warrants, and general office supplies.
 - 4.6 **Court Mandated Payments.** Bonney Lake shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for Sumner Municipal Court and deliver these payments to Sumner on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is specifically permitted.
 - 4.7 **Monthly Performance and Remittance Reports.** Bonney Lake shall provide to Sumner a monthly caseload and remittance report. The caseload report shall include the following information: filings by case type; dismissals; number and type of hearings; trial settings and type of trial set; number of cases (by broad case type) disposed during reporting period; number of deferred prosecutions/diversions; appeals to superior court; and total revenue. The remittance report shall include a breakdown by case categories of revenue received.
5. **Sumner Duties and Costs.** The following municipal court duties and costs shall be the responsibility of the City of Sumner:
- 5.1 **Warrants.** Whenever Sumner executes a warrant, Sumner shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.
 - 5.2 **Jail Costs.** Sumner shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Sumner defendants. Sumner shall be responsible for prisoner transports to and from Bonney Lake Municipal Court.
 - 5.3 **Appeals.**
 - A. In the event that Sumner determines to appeal a case on behalf of the City of Sumner, Sumner will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Sumner City Attorney to handle the case. Sumner shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.
 - B. If a defendant files an appeal on a Sumner case, Bonney Lake will prepare the case for the appeal and the Sumner Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the

superior court that an appeal has been filed and prepare the case record. Sumner will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Sumner shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.

- 5.4 **Witness Fees.** Sumner shall pay all fees for witnesses requested by the prosecutor or public defender in Sumner Municipal Court cases.
- 5.5 **Jury Fees.** Sumner shall be responsible for paying for all jury fees for Sumner Municipal Court cases. Upon completion of a jury trial, Bonney Lake shall forward all relevant juror information to Sumner to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round trip mileage paid at the state per diem For Sumner jury trials, Bonney Lake will request a random list of jurors from Pierce County Superior Court. There is currently no charge to receive this list; however, should a charge be implemented, Sumner shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Sumner zip code and possibly neighboring zip codes if needed).
- 5.6 **Interpreter Services.** Sumner shall pay for all language interpretation services required for defendants in Sumner Municipal Court cases.
- 5.7 **Video arraignments.** The Parties shall agree upon cost sharing arrangements for video arraignment services should the Parties elect to utilize such services.
- 5.8 **Public Defender Services.** If during the term of this agreement Sumner elects to contract for Public Defender Services with Bonney Lake, Sumner will pay the per case fee as outlined in the current (at time of assignment) Bonney Lake public defender contract (currently \$250.00 per case) plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 5.3.
 - A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
 - B. In addition to the per case fee, Sumner shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
 - 1. **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense,

prosecuting attorney making this charge or court files pertaining to the underlying case;

2. Non-Routine Expenses requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
3. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
4. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;
5. Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
6. **Records.** Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
7. **Process Service.** The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
8. **Miscellaneous.** Any necessary costs that the city shall pay as ordered by the appeals court.

5.9 **Transport Services.** Sumner shall be responsible for transporting Sumner defendants back and forth between jail and Municipal Court.

6. **Compensation.**

- 6.1 **Fee.** Sumner shall primarily compensate Bonney Lake for providing municipal court services quarterly based on an annual fee, adjusted annually based upon June figures, and limited to no more than 4% and no less than 2% annual adjustment. These fees are in addition to specific interpreter, and other fees described in this agreement. The fees shall be paid regardless of whether the cases are later dismissed without a full adjudication, with the exception of filing errors (e.g., voided infractions/citations or cases filed with the wrong court).
- 6.2 **Prosecution Services.** If either City elects to utilize the other's prosecution services for more than three consecutive court days, the City utilizing the service shall pay a flat rate of \$500 per day.
7. **Adjustment to Cover Mandates or Additional Requirements.** In the event that the Bonney Lake Municipal Court's duties and accompanying costs under this Agreement are expanded or increased, the parties agree to negotiate a reasonable increase in the fees or a supplemental fee to cover the costs for the change. If the parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 15 (Dispute Resolution) of this Agreement. The existing filing fees shall remain in effect until the parties reach an agreement as to the amount of filing fees or until the dispute resolution process is concluded.
8. **Periodic Adjustments.** Commencing two (2) years after the effective date of this agreement, either Sumner or Bonney Lake may request the parties to review the costs associated with providing the service during the previous two years of service. The parties shall use best efforts to determine how much, if any, of an adjustment, either up or down, in the future filing fees is warranted, and if so, the amount thereof. Filing fee adjustments agreed to pursuant to this process shall not require an amendment of this Agreement, but shall be confirmed in writing. If the parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 15 (Dispute Resolution) of this Agreement. The existing filing fees shall remain in effect until the parties reach an agreement as to the amount of filing fees or until the dispute resolution process is concluded.
9. **Disbursal of Local Court Revenues to Sumner.** Pursuant to RCW 3.62.070 and RCW 39.24.180, Sumner shall receive one hundred percent (100%) of Local Court Revenues from Sumner Municipal Court cases to include NSF returned check fees, and monitoring fees (bench probation/SOC monitoring) and restitution or reimbursement to Sumner excluding crime victims, or other restitution as may be awarded by a judge. Local Court Revenues include all fines, forfeited bail, penalties, court costs, recoupment and parking ticket payments derived from Sumner Municipal Court cases after payment of any and all assessments required by state law thereon. Sumner shall reimburse Bonney Lake for Active Probation Costs and cost for copies and or fees for copies of recordings.

10. **Payment of State and County Assessments.** Sumner shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Sumner Municipal Court cases filed at Bonney Municipal Court out of the gross revenues received from Bonney Lake for the Sumner Municipal Court cases.
11. **Duration.** Services under this Agreement shall commence January 1, 2022, and shall expire on December 31, 2023, The Duration of the Agreement shall thereafter automatically renew for successive two (2) year terms unless terminated earlier by either party pursuant to Section 12 of this Agreement.
12. **Termination.** Either party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least one (1) year prior to expiration of this Agreement or any renewal thereof. If the agreement is terminated by either party, Bonney Lake agrees to work cooperatively with Sumner to ensure the orderly transition of cases from Bonney Lake Municipal Court to the new venue.
13. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both parties.
14. **Indemnity.** Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each party's officers, officials, employees or volunteers. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents. Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party. If any cause, claim, suit, action or administrative proceedings is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a party hereto, that party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

15. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence, including appeal fees and costs.
16. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other party.
17. **Notice.** Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following parties at the following addresses:
- | | |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <p>To Bonney Lake:
 City of Bonney Lake
 Mayor
 PO Box 7380
 Bonney Lake, WA 98391</p> | <p>To Sumner:
 City of Sumner
 Mayor
 1104 Maple Street
 Sumner, WA 98390</p> |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
18. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
19. **Insurance.** Each party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.
20. **Non-Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.
21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal

shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

22. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. No amendments to this Agreement shall be binding upon the parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties, provided that if the parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year set forth below.

Dated this 25th day of January 2022.

CITY OF BONNEY LAKE

CITY OF SUMNER

By _____
Its _Mayor_____

By _____
Its _Mayor_____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

Andrea Marquez, City Attorney

Attest/Authenticated:

Attest/Authenticated:

Sadie Schaneman, City Clerk

Michelle Converse, City Clerk



December 2, 2021


P.O. BOX 7380 • Bonney Lake, WA 98391
(253) 862-8602


City of Sumner
Attn: Jeff Steffens, Administrative Services Director
1104 Maple Street
Sumner, WA 98390

RE: Municipal Court Services

Mr. Steffens,

As discussed, the current contract between the Cities of Bonney Lake and Sumner for Municipal Court services expires on December 31, 2021, and the parties are in the process of negotiating a replacement contract. The Cities agree to extend the current contract, on the same terms and conditions, through March 31, 2022 or until a replacement contract is approved by both City Councils, whichever is first.

DocuSigned by:

20583FB9C281400...
Neil Johnson, Jr.
Mayor
City of Bonney Lake

DocuSigned by:

65C9B3CE54AB46F...
William Pugh
Mayor
City of Sumner

RESOLUTION NO. 2818

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF SUMNER FOR MUNICIPAL COURT SERVICES.

Whereas, the Cities of Bonney Lake and Sumner, the parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

Whereas, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

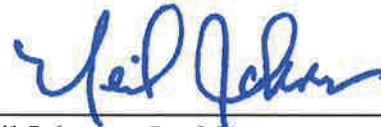
Whereas, in 2015, Sumner and Bonney Lake signed an Interlocal agreement in which Bonney Lake agreed to provide municipal court services to Sumner; and

Whereas, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

Section 1. That the Mayor is hereby authorized to sign an Interlocal agreement with the City of Sumner for municipal court services, attached hereto as Exhibit "A".

PASSED BY THE CITY COUNCIL this 24th day of March, 2020.



Neil Johnson, Jr., Mayor

AUTHENTICATED:


Harwood T. Edvalson, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / John P. Vodopich, AICP	Meeting/Workshop Date: 24 March 2020	Agenda Bill Number: AB20-24
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2818	Sponsor:

Agenda Subject: Interlocal Agreement with Sumner for Municipal Court Services

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement With The City Of Sumner For Municipal Court Services.

Administrative Recommendation: Approve

Background Summary: The City of Bonney Lake has provided municipal court services for the City of Sumner since 2016 (Resolution 2492). The parties have met and renegotiated the terms of the agreement to better reflect actual operations and services provided. The duration of this agreement would be April 1, 2020 though December 31, 2021.

Attachments: Resolution 2818 & Interlocal Agreement

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: Rather than paying on a 'per-case' basis, the City of Sumner will remit \$235,000 annually to the City of Bonney Lake (paid quarterly and adjusted annually based on the CPI) for continued municipal court services.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Finance Committee	<i>Approvals:</i>	Yes	No
	Date: 25 February 2020	Chair/Councilmember	Justin Evans	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Tom Watson	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Terry Carter	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: March 24, 2020	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 24, 2020	Tabled to Date:

APPROVALS

Director: JPV	Mayor: NJJ	Date Reviewed by City Attorney: February 11, 2020 (if applicable)
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**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND
THE CITY OF BONNEY LAKE, WASHINGTON FOR THE PROVISION OF
MUNICIPAL COURT SERVICES**

Whereas, the Cities of Bonney Lake and Sumner, the parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

Whereas, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

Whereas, in 2015, Sumner and Bonney Lake signed an interlocal agreement in which Bonney Lake agreed to provide municipal court services to Sumner; and

Whereas, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement;

Now, therefore, in consideration for the mutual covenants and promises set forth in this agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, the City of Sumner and the City of Bonney Lake do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for certain municipal court services by Bonney Lake to Sumner through the use of facilities, materials and personnel of the Bonney Lake Municipal Court to the maximum extent permitted by law for the filing and processing of Sumner's civil, traffic or other infractions, criminal citations, impound hearings, drug forfeiture hearings and potentially dangerous/dangerous dog appeal hearings; to set forth fees to be paid by Sumner; and to specify the responsibilities of Bonney Lake and Sumner respectively for such municipal court services.
2. **Administration.** The Bonney Lake Court Administrator shall be responsible for the administration of this Agreement. No joint acquisition, holding or disposal of real or personal property is contemplated hereunder.
3. **Filing and Assumption of Sumner Municipal Court Cases.**
 - A. For purposes of this Agreement, a case filed in Bonney Lake Municipal Court originating in the jurisdiction of Sumner will be identified as a case of Sumner.

B. **Archived Cases.** Sumner shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date.

4. **Municipal Court Services Performed By Bonney Lake.** As set forth in this Agreement, Bonney Lake shall provide municipal court facilities and services for the processing of Sumner Municipal Court cases in the same manner and at the same level as Bonney Lake provides for the same type of cases originating in Bonney Lake.

4.1 **Court Staff.** Except as Sumner may elect hereafter, Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner cases. Bonney Lake shall provide all other court staff, including clerks and court administrator, to process and adjudicate all criminal citations and civil citations filed by Sumner. Sumner shall have no less than one dedicated court clerk whose primary duty is to process Sumner cases, which will provide a single point of contact for Sumner staff and help create efficiencies and consistency for both jurisdictions. Bonney Lake shall ensure that all court clerks are cross trained to be able to adequately process cases and address matters involving Bonney Lake or Sumner. By way of illustration and not by limitations, this "processing" shall include the issuance of all summons, warrants, maintenance of court cases including timely and accurate calendaring and docketing, and processing of all fines and forfeitures for municipal cases. Processing shall include filing, adjudication and penalty enforcement of all Sumner cases filed, or to be filed, including but not limited to the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench and jury trials, sentencing, post-trial motions, and the duties of the courts of limited jurisdiction regarding appeals.

4.2 **Probation.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner.

4.3 **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, printers, dependable wi-fi access, and other equipment, necessary to perform the foregoing described municipal court services in a timely manner as required by laws and court rule. Bonney Lake shall provide the use of the Bonney Lake courtroom and all office space necessary for the processing of municipal cases.

4.4 **Court Security.** Bonney Lake shall provide all necessary security for the courtroom, including an armed bailiff with the ability and commission authority to take out-of-custody defendants into custody when ordered by the court, and in the absence of Sumner's CSO. This shall not, however, include security or supervision specifically for defendants that are present in the courtroom and are in the otherwise active custody of any law enforcement agency, prison, or jail in which case Sumner is required to provide transportation, security and supervision for its in-custody docket defendants while in court.

4.5 **Supplies and Forms.** Bonney Lake shall provide for all forms and paperwork necessary for processing Sumner Municipal Court cases. By way of

illustration and not limitation, these include case setting forms, infraction hearing forms, criminal hearing forms, warrants, and general office supplies.

- 4.6 **Court Mandated Payments.** Bonney Lake shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for Sumner Municipal Court and deliver these payments to Sumner on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is specifically permitted.
 - 4.7 **Monthly Performance and Remittance Reports.** Bonney Lake shall provide to Sumner a monthly caseload and remittance report. The caseload report shall include the following information: filings by case type; dismissals; number and type of hearings; trial settings and type of trial set; number of cases (by broad case type) disposed during reporting period; number of deferred prosecutions/diversions; appeals to superior court; and total revenue. The remittance report shall include a breakdown by case categories of revenue received.
5. **Sumner Duties and Costs.** The following municipal court duties and costs shall be the responsibility of the City of Sumner:
 - 5.1 **Warrants.** Whenever Sumner executes a warrant, Sumner shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.
 - 5.2 **Jail Costs.** Sumner shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Sumner defendants. Sumner shall be responsible for prisoner transports to and from Bonney Lake Municipal Court.
 - 5.3 **Appeals.**
 - A. In the event that Sumner determines to appeal a case on behalf of the City of Sumner, Sumner will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Sumner City Attorney to handle the case. Sumner shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.
 - B. If a defendant files an appeal on a Sumner case, Bonney Lake will prepare the case for the appeal and the Sumner Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the superior court that an appeal has been filed and prepare the case record. Sumner will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Sumner shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.
 - 5.4 **Witness Fees.** Sumner shall pay all fees for witnesses requested by the prosecutor or public defender in Sumner Municipal Court cases.
 - 5.5 **Jury Fees.** Sumner shall be responsible for paying for all jury fees for Sumner Municipal Court cases. Upon completion of a jury trial, Bonney Lake shall

forward all relevant juror information to Sumner to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round trip mileage paid at the state per diem For Sumner jury trials, Bonney Lake will request a random list of jurors from Pierce County Superior Court. There is currently no charge to receive this list; however, should a charge be implemented, Sumner shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Sumner zip code and possibly neighboring zip codes if needed.).

- 5.6 Interpreter Services.** Sumner shall pay for all language interpretation services required for defendants in Sumner Municipal Court cases.
- 5.7 Video arraignments.** The Parties shall agree upon cost sharing arrangements for video arraignment services should the Parties elect to utilize such services.
- 5.8 Public Defender Services.** If during the term of this agreement Sumner elects to contract for Public Defender Services with Bonney Lake, Sumner will pay the per case fee as outlined in the current (at time of assignment) Bonney Lake public defender contract (currently \$250.00 per case) plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 5.3.
- A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
 - B. In addition to the per case fee, Sumner shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
 - 1. Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case;
 - 2. Non-Routine Expenses requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
 - 3. Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
 - 4. Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or

- client's appellate, post-conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;
5. Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
 6. Records. Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
 7. Process service. The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
 8. Miscellaneous. Any necessary costs that the city shall pay as ordered by the appeals court.

5.9 Transport Services. Sumner shall be responsible for transporting Sumner defendants back and forth between jail and Municipal Court.

6. Compensation.

- A. Fee. Sumner shall primarily compensate Bonney Lake for providing municipal court services quarterly based on an annual fee of \$235,000 adjusted annually based upon the current Seattle-Tacoma-Bellevue Consumer Price Index (CPI-U) These fees are in addition to specific interpreter, and other fees described in this agreement. The fees shall be paid regardless of whether the cases are later dismissed without a full adjudication, with the exception of filing errors (e.g. voided infractions/citations or cases filed with the wrong court).
 - B. Prosecution services. If either City elects to utilize the other's prosecution services for more than three consecutive court days, the City utilizing the service shall pay a flat rate of \$500 per day.
- 7. Adjustment to Cover Mandates or Additional Requirements.** In the event that the Bonney Lake Municipal Court's duties and accompanying costs under this Agreement are expanded or increased, the parties agree to negotiate a reasonable increase in the fees or a supplemental fee to cover the costs for the change. If the parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 15 (Dispute Resolution) of this Agreement. The existing filing fees shall remain in effect until the parties reach an agreement as to the amount of filing fees or until the dispute resolution process is concluded.
- 8. Periodic Adjustments.** Commencing two (2) years after the effective date of this agreement, either Sumner or Bonney Lake may request the parties to review the costs associated with providing the service during the previous two years of service. The parties shall use best efforts to determine how much, if any, of an adjustment, either up or down, in the future filing fees is warranted, and if so, the amount thereof. Filing fee adjustments agreed to pursuant to this process shall not

require an amendment of this Agreement, but shall be confirmed in writing. If the parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 15 (Dispute Resolution) of this Agreement. The existing filing fees shall remain in effect until the parties reach an agreement as to the amount of filing fees or until the dispute resolution process is concluded.

9. **Disbursal of Local Court Revenues to Sumner.** Pursuant to RCW 3.62.070 and RCW 39.24.180, Sumner shall receive one hundred percent (100%) of Local Court Revenues from Sumner Municipal Court cases to include NSF returned check fees, and monitoring fees (bench probation/SOC monitoring) and restitution or reimbursement to Sumner excluding crime victims, or other restitution as may be awarded by a judge. Local Court Revenues include all fines, forfeited bail, penalties, court costs, recoupment and parking ticket payments derived from Sumner Municipal Court cases after payment of any and all assessments required by state law thereon. Sumner shall reimburse Bonney Lake for Active Probation Costs and cost for copies and or fees for copies of recordings.
10. **Payment of State and County Assessments.** Sumner shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Sumner Municipal Court cases filed at Bonney Municipal Court out of the gross revenues received from Bonney Lake for the Sumner Municipal Court cases.
11. **Duration.** Services under this Agreement shall commence April 1, 2020, and shall expire on December 31, 2021, unless terminated earlier pursuant to Section 12 of this Agreement.
12. **Termination.** Either party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least one (1) year prior to expiration of this Agreement or any renewal thereof. If the agreement is terminated by either party, Bonney Lake agrees to work cooperatively with Sumner to ensure the orderly transition of cases from Bonney Lake Municipal Court to the new venue.
13. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both parties.
14. **Indemnity.** Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each party's officers, officials,

employees or volunteers. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents. Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party. If any cause, claim, suit, action or administrative proceedings is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a party hereto, that party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

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16. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other party.

17. **Notice.** Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following parties at the following addresses:

To Sumner:

City of Sumner
Mayor
1104 Maple Street

To Bonney Lake:

City of Bonney Lake
Mayor
PO Box 7380

Sumner, WA 98390


Bonney Lake, WA 98391

- 18. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
- 19. **Insurance.** Each party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.
- 20. **Non-Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.
- 21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- 22. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. No amendments to this Agreement shall be binding upon the parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

Dated this 24th day of March, 2020.

Attest/Authenticated:

City of Bonney Lake


 Harwood Edvalson, ~~CMC~~
 City Clerk


 Neil Johnson Jr., Mayor

Approved as to Form:


 Kathleen Haggard, City Attorney

Attest/Authenticated:

DocuSigned by:
Michelle Converse
Michelle Converse, City Clerk

City of Sumner

DocuSigned by:
William L. Pugh
65C9B3CE54AB46F
William L. Pugh, Mayor

Approved as to Form:

DocuSigned by:
Andrea Marquez
20517410A6DD49A
Andrea Marquez, City Attorney

Certificate Of Completion

Envelope Id: 79F4B3DF43844CA1AF51D337A8F78686	Status: Completed
Subject: Please DocuSign: Resolution 2818 - Interim Copy Court.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Converse
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1104 Maple St
	Sumner, WA 98390
	MichelleC@sumnerwa.gov
	IP Address: 24.17.144.191

Record Tracking

Status: Original 3/30/2020 7:59:00 AM	Holder: Michelle Converse MichelleC@sumnerwa.gov	Location: DocuSign
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Signer Events

Andrea Marquez
andream@sumnerwa.gov
City Attorney
City of Sumner
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 173.14.253.97

Timestamp

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Viewed: 3/30/2020 8:55:14 AM
Signed: 3/30/2020 8:55:27 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

William L. Pugh
mayorbill@sumnerwa.gov
Mayor
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 98.225.61.51

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Electronic Record and Signature Disclosure: Accepted: 3/30/2020 8:59:41 AM ID: 4a590002-8f7a-4d86-ada7-1e16fe1b5ecf

Michelle Converse
michellec@sumnerwa.gov
City Clerk
City of Sumner
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 24.17.144.191

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Signed: 3/30/2020 9:02:48 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/30/2020 9:00:27 AM
Certified Delivered	Security Checked	3/30/2020 9:02:41 AM
Signing Complete	Security Checked	3/30/2020 9:02:48 AM
Completed	Security Checked	3/30/2020 9:02:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Zones OBO City of Sumner (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Zones OBO City of Sumner:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: noelc@sumnerwa.gov

To advise Zones OBO City of Sumner of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at noelc@sumnerwa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Zones OBO City of Sumner

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to noelc@sumnerwa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Zones OBO City of Sumner

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to noelc@sumnerwa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Zones OBO City of Sumner as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Zones OBO City of Sumner during the course of your relationship with Zones OBO City of Sumner.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Judicial/Judge Joanna J. Daniels	Meeting/Workshop Date: 01/25/2022	Agenda Bill Number: AB22-14
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3011	Sponsor:

Agenda Subject: Interlocal Agreement with the City of Sumner for Community Court Services

Full Title/Motion: A Resolution of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement Between The City Of Sumner And The City Of Bonney Lake For The Provisions Of Community Court Services For Purposes Of Execution Of Grant Agreement – Grt22430 Between Washington State Administrative Office Of The Courts And Bonney Lake Community Court.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake and Sumner Municipal Courts were jointly awarded a grant in 2021 from the Washington Administrative Office of the Courts for a Community Based Therapeutic Court (“Community Court”). The terms of this agreement further proscribe the terms and conditions upon which the Parties shall be obligated with regard to the implementation and execution of the Community Court and grant funds. This agreement shall commence on February 14, 2022 and shall expire on June 30, 2023.

Attachments: Resolution 3011 and Interlocal Agreement

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Terry Carter	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 01/25/2022	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 3011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE FOR THE PROVISIONS OF COMMUNITY COURT SERVICES FOR PURPOSES OF EXECUTION OF GRANT AGREEMENT – GRT22430 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND BONNEY LAKE COMMUNITY COURT.

WHEREAS, The Cities of Bonney Lake and Sumner, the parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

WHEREAS, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

WHEREAS, in 2021, the Bonney Lake Municipal Court and the Sumner Municipal Court were jointly awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court (the "Community Court") in the amount of \$395,293 authorized by Senate Bill 5476; and

WHEREAS, the Bonney Lake Municipal Court is the entity required by AOC to administer and process the grant funding on behalf of both Bonney Lake and Sumner; and

WHEREAS, on that basis, Bonney Lake has executed Grant Agreement GRT22430 (the "AOC" Grant Agreement) with AOC and binding the Parties to the terms and conditions of that agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Judge to sign an Interlocal agreement with the City of Sumner for municipal court services.

PASSED by the City Council this 25th day of January, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

**INTERLOCAL AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON
AND
CITY OF SUMNER**

THIS AGREEMENT is entered into this 25th day of January 2022, by and between the City of Bonney Lake (“Bonney Lake”) and the City of Sumner (“Sumner”), and they are the Washington State Municipal Corporations (collectively the “Parties”).

WHEREAS, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

WHEREAS, in 2021, the Bonney Lake Municipal Court and the Sumner Municipal Court were jointly awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court (the “Community Court”) in the amount of \$395,293 authorized by Senate Bill 5476; and

WHEREAS, Bonney Lake has historically, by separate agreement, provided Sumner with municipal court services, and hereby agrees to expand those services to include community court under the terms and conditions of this agreement; and

WHEREAS, the Bonney Lake Municipal Court is the entity required by AOC to administer and process the grant funding on behalf of both Bonney Lake and Sumner; and

WHEREAS, on that basis, Bonney Lake will execute Grant Agreement – GRT22430 (the “AOC Grant Agreement”) with AOC binding the Parties to the terms and conditions of that agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Bonney Lake and Sumner do hereby agree as follows:

1. General.

1.1 **Purpose.** The purpose of this Agreement is to supplement the Interlocal Agreement between the Parties for the provision of municipal court services and the AOC Grant Agreement, which are attached hereto as Exhibits A and B respectively and incorporated as if fully set forth, and further proscribe the terms and conditions upon which the Parties shall be obligated with regard to the implementation and execution of the Community Court and grant funds.

1.2 **Administration.** The Bonney Lake Court Administrator shall be the “Contractor” and hold the duties of “Contractor” as outlined in the AOC

Grant Agreement. The Bonney Lake Court Administrator shall be responsible for the administration of this Agreement and provide all required documentation of the Community Court to AOC.

- 1.3 **AOC Contact.** Either party shall have the ability to contact AOC in writing for purposes of obtaining publicity consent as required by Section 18 of the AOC Grant Agreement.

2. **Obligations of the Parties.**

- 2.1 **Community Court Services.** As set forth in this Agreement, Bonney Lake shall provide Community Court services to Sumner participants on the same basis as is provided to Bonney Lake Community Court participants.

- 2.2 **Court Staff.** Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner Community Court cases. Bonney Lake shall provide all other court staff and services, including but not limited to: a case manager to process Sumner participants; court clerks and a court administrator to process and administer all Sumner Community Court cases; and transportation and resource referrals to Sumner participants.

- 2.2.1 Bonney Lake will continue to provide Sumner with one dedicated court clerk whose primary duty is to process Sumner cases, which will provide a single point of contact for Sumner staff and help create efficiencies and consistency for both jurisdictions but shall also provide for backup when necessary. Bonney Lake shall ensure that Bonney Lake and Sumner Community Court cases are processed in the same manner.

- 2.3 **Monthly Performance and Remittance Reports.** The Bonney Lake Court Administrator shall provide to Sumner copies of all deliverables, reporting, billing, and all written permission requests sent to AOC as required by the AOC Grant Agreement, within 24 hours of said remittance to AOC.

3. **Compensation and Payment.**

- 3.1 **Cost Categories.** Bonney Lake agrees to review quarterly if any compensation and payment categories outlined in the AOC Grant Agreement need to be adjusted.
- 3.2 **Prosecution and Defense.** If the prosecution or defense duties and accompanying costs under this Agreement are expanded or increased by either party, Bonney Lake agrees to make authorized adjustments to the compensation and payment categories outlined in the AOC Grant Agreement for those services, and the Parties agree to negotiate a reasonable increase in grant compensation to cover the costs for the

change. If the Parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 8 (Dispute Resolution) of this Agreement.

- 3.3 **Periodic Adjustments.** Bonney Lake agrees to engage in no less than quarterly reviews of the functionality of the Community Court and will discuss any relevant topics or needs for adjustments in administration or costs. All stakeholders from both Parties shall be invited to these quarterly meetings.
4. **Duration.** The initial term of this agreement shall commence on February 14, 2022, and shall expire on June 30, 2023 unless terminated earlier pursuant to Section 8 of this Agreement. Should the Parties receive additional grant funding to support the Community Court beyond June 2023, the Parties may renew this Agreement for additional terms upon mutually agreeable terms and conditions.
5. **Termination.** Either party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least one (1) year prior to expiration of this Agreement or any renewal thereof. If the agreement is terminated by either party, Bonney Lake agrees to work cooperatively with Sumner to ensure the orderly transition of cases from Bonney Lake Community Court to the new venue. Additionally, the Parties must abide by the termination terms and conditions in section 10 of the AOC Grant Agreement.
6. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Auditor's office upon full execution, or, in lieu of recording, published electronically on the website of either party.
7. **Indemnity.** Each party shall defend, indemnify, and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each party's officers, officials, employees or volunteers. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents. Each party shall defend, indemnify, and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party. If any cause, claim, suit, action, or administrative proceedings is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy, or procedure of a party hereto, that party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this

indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

8. **Dispute Resolution.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence, including appeal fees and costs.
9. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other party.
10. **Notice.** Any notice as required by agreement shall be made to the contact person listed below:

City of Bonney Lake	City of Sumner	AOC Project Manager
Katheryn Seymour Bonney Lake Court Administrator 9002 Main St. E. Ste 100 Bonney Lake, WA 98391 seymourk@cobl.us 253-447-4303	Noel Clark Sumner Legal Services Coordinator 1104 Maple St. Sumner, WA 98390 noelc@sumnerwa.gov 252-299-5610	Stephanie Oyler P.O. Box 41170 Olympia, WA 98504 stephanie.oyler@courts.wa.gov 360-890-0901

11. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
12. **Non-Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.
13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

14. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement, the AOC Grant Agreement, and the Interlocal Agreement between the Parties related to Municipal Court services. No amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year set forth below.

Dated this 25th day of January 2022.

CITY OF BONNEY LAKE

CITY OF SUMNER

By _____
Its _Mayor_____

By _____
Its _Mayor_____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

Andrea Marquez, City Attorney

Attest/Authenticated:

Attest/Authenticated:

Sadie Schaneman, City Clerk

Michelle Converse, City Clerk