I. CALL TO ORDER – Mayor Neil Johnson, Jr.

   A. Pledge of Allegiance

   B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Randy McKibbin, Councilmember Terry Carter, Councilmember Justin Evans, Councilmember J. Kelly McClimans, Councilmember Michelle Keith, Councilmember Dan SWATMAN, and Councilmember Tom Watson.

   C. Agenda Modifications

   D. Announcements, Appointments and Presentations:

      1. Swearing in Officer Kyle Burson

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

   A. Public Hearing: None

   B. Citizen Comments:

   Citizens are encouraged to attend and participate at all Council Meetings. You may address the Mayor and City Council on matters of City business, or over which the City has authority, for up to 5 minutes. Sign-up is not required. When recognized by the Mayor, please state your name and address for the official record. Designated representatives recognized by the chair who are speaking on behalf of a group may have a total of 10 minutes to speak. Each citizen is allowed to speak only once during Citizen Comments.

   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.

A. Approval of Corrected Minutes: No Minutes to Approve.

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers:
Accounts Payable check/vouchers #84053-#84104 and wire transfers #20191127 and #2019112501 in the amount of $713,476.70. Accounts Payable check/vouchers #84105-#84240 and wire transfers #11367615, #11141943, #20191206, and #2019120201, #2019120202, #2019120204, #2019121601 and #201912602 in the amount of $829,198.27. Accounts Payable check/vouchers #84241-#84332 in the amount of $14,198.97. P-Card wire transfer # 2019111701 in the amount of $45,879.27. P-Card wire transfer # 2019121701 in the amount of $37,499.84. VOIDS: Ck #83868 – Request Withdrawn; applied to account

C. Approval of Payroll: December 1st-15th 2019 for checks #34176-31477 - including Direct Deposits and Electronic Transfers is $636,488.93. December 16th -31st 2019 for checks #31478-34187 including Direct Deposits and Electronic Transfers is $831,606.11.


F. AB20-03 – Resolution 2809 – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Radio Sub-System User Agreement With The City Of Puyallup.

G. AB20-06 – Resolution 2810 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approval Of A Professional Services Agreement To KPG To Provide Inspection Services To The City While An Employee Is On Extended Medical Leave.

H. AB20-04- Motion – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Victor Falls On-Site Chlorination Upgrade With TMG Services.

V. FINANCE COMMITTEE ISSUES: None

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None
VII. PUBLIC SAFETY COMMITTEE ISSUES: None

VIII. FULL COUNCIL ISSUES:

A. Election of Deputy Mayor and Appointment of Councilmembers to Standing Committees for 2020-2021 Biennium

IX. EXECUTIVE/CLOSED SESSION:
Pursuant to RCW 42.30, the City Council may hold an executive or closed session. The topic(s) and duration will be announced prior to the session.

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

Department/Staff Contact: Finance/Cherie Reierson
Meeting/Workshop Date: January 14, 2020
Agenda Bill Number: AB20-01

Agenda Item Type: Ordinance
Ordinance/Resolution Number: D20-01
Sponsor:

Agenda Subject: Amending the BLMC regarding Boat Launch Fees

Full Title/Motion: An Ordinance Of The City Of Bonney Lake, Pierce County, Washington Amending Ordinance 1519 and Section 12.12.051 of the Bonney Lake Municipal Code Relating to Boat Trailer Parking Fees

Administrative Recommendation: Approve

Background Summary: Currently the BLMC states that a resident may obtain a pass per watercraft. Passes are actually obtained per vehicle. Further, passes are enforced by the BLPD. As such, we are proposing to have fees obtained and tracked at the Public Safety Building.

Attachments:

BUDGET INFORMATION

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<th>Required Expenditure</th>
<th>Budget Balance</th>
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Budget Explanation: Does not affect budget

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance
Date: 12/10/19

Approvals:
Chair/Councilmember McKibbin ✓ ☐
Councilmember Swatman ✓ ☐
Councilmember Watson ✓ ☐

Forward to:

Consent Agenda: ✓ Yes ☐ No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s): 01/14/20
Public Hearing Date(s):
Tabled to Date:

APPROVALS

Director: Mayor:
Date Reviewed by City Attorney:
(if applicable)
ORDINANCE NO. D20-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 19-175 AND SECTION 12.12.051 OF THE BONNEY LAKE MUNICIPAL CODE RELATING TO BOAT TRAILER PARKING FEES.

WHEREAS, the City Council wishes to replace the current fees for use of the boat launch facilities at Allan Yorke Park with a flat $17/day + tax fee for boat trailer parking.

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

Section 1. Bonney Lake Municipal Code § 12.12.051 and the corresponding portions of ordinance No. 1512 are hereby amended to read as follows:

12.12.051 Boat launch facilities – Parking Fees established.

The following parking fees shall be charged by the city for use of the boat launch facilities:

A. A resident boat launch parking pass (“resident pass”) shall be available at the Public Safety Building. The cost of the resident pass shall be $30.00 + tax per vehicle per year. Residency will be verified through, current Washington State driver’s license or other acceptable proof of residency. The resident parking pass shall not be transferable. The resident pass will expire on December 31st of each year. The resident pass shall be displayed on the vehicle while parking at the boat launch.

The administrative fee for replacement of a pass is $100.00. No refunds will be given for lost, stolen, or unused passes.

B. A fee of $17.00 + tax, paid electronically, will be required per day of boat trailer parking at the boat launch facilities for any vehicle not displaying a valid resident pass.

C. Any person failing to pay the daily parking fee or display a valid pass shall be deemed to have committed a civil infraction and for each such violation shall be subject to a civil penalty in the amount of $41.00 plus court costs, if any. Failure to respond to a notice of infraction within 15 days shall result in an additional
penalty of $25.00. The infraction form shall comply with all applicable portions of RCW 46.63.060.

D. The mayor is authorized to promulgate policies and procedures necessary for the implementation of this section and the administration of the boat launch program.

Section 2. This Ordinance shall take effect and be in force thirty (30) days from and after its passage, approval and publication, as required by law.

PASSED by the City Council and approved by the Mayor this 14th day of January, 2020.

Neil Johnson, Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

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

Department / Staff Member: Bryan Jeter, Chief of Police
Meeting/Workshop Date: January 14, 2020
Agenda Bill Number: AB20-02

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2808
Councilmember Sponsor:

Agenda Subject: Resolution allowing the Mayor to sign a Communication Site Agreement with the City of Puyallup

Full Title/Motion:
A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, to sign a Communication Site Agreement with the City of Puyallup.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake Police Department has been a user of the Puyallup subsystem radio network since the switch to 800 MHz. Bonney Lake has received a yearly credit of $60,000 from South Sound 911 for the use of Bonney Lake infrastructure that is integral to the Puyallup subsystem. Since South Sound 911 is not the radio system owner, Puyallup will now provide the credit for the use of Bonney Lake’s infrastructure. The credit will increase 2% a year starting in 2021.

Attachments: Communication Site Agreement

BUDGET INFORMATION

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Budget Explanation: General Fund

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee: Public Safety
Approvals:
Chair/Councilmember Evans
Yes No
Councilmember Watson

Committee Date: January 14, 2020

Councilmember Carter

Forwarded to: Consent Agenda: Yes No
Commission/Board Review: Yes
Hearing Examiner Review: No

COUNCIL ACTION

Workshop Date(s):
Public Hearing Date(s):
Meeting Date(s): January 14, 2020
Tabled to:

APPROVALS

Director: Jeter
Mayor: Date Reviewed by City Attorney:
(if applicable)
RESOLUTION NO. 2808

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A COMMUNICATION SITE AGREEMENT WITH THE CITY OF PUYALLUP

WHEREAS, the City of Bonney Lake Police Department and Public Works have been utilizing the Puyallup radio sub-system since switching to 800 MHz; and

WHEREAS, Bonney Lake provides infrastructure that is integral to the Puyallup radio sub-system; and

WHEREAS, South Sound 911 has previously given Bonney Lake a $60,000 yearly credit for the use of Bonney Lake’s infrastructure; and

WHEREAS, South Sound 911 is not an owner of the Puyallup radio sub-system; and

WHEREAS, the City of Puyallup will now be granting Bonney Lake the $60,000 yearly credit with an annual 2% increase that will become effective January 1, 2021.

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

Section 1. The Mayor is hereby authorized to sign the Communication Site Agreement with City of Puyallup.

PASSED BY THE CITY COUNCIL this 14th day of January, 2020.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
COMMUNICATION SITE AGREEMENT

BETWEEN THE

CITY OF PUYALLUP

AND

CITY OF BONNEY LAKE

THIS COMMUNICATION SITE AGREEMENT, is made and entered into on this ______ day of __________, 2020 by and between the CITY OF PUYALLUP, (hereinafter “Puyallup”), and the CITY OF BONNEY LAKE, (hereinafter “Bonney Lake”), hereinafter referred to collectively as “Parties”.

RECITALS

WHEREAS Bonney Lake owns real property, commonly referred to as the Ponderosa Water Tank Site (Ponderosa) at 19808 106th Street Court East, Bonney Lake, Washington 98391 at a location that is beneficial to South Sound 911 for operations of its upgraded radio system communication and data facilities, and

WHEREAS Bonney Lake owns the water tank, shelter, generator and HVAC systems at Ponderosa that are critical to the Puyallup radio sub-system used by the Bonney Lake Police Department and other public safety agencies in the area, and

WHEREAS Bonney Lake owns real property, commonly referred to as the Allan Yorke Site (Allan Yorke) at 19504 Bonney Lake Boulevard, Bonney Lake, Washington 98391 at a location that is beneficial to Puyallup for operations of its radio system communication and data facilities, and

WHEREAS Bonney Lake owns the radio tower, generator and HVAC systems at Allan Yorke that are critical to the Puyallup radio sub-system used by the Bonney Lake Police Department and other public safety agencies in the area, and

WHEREAS Bonney Lake purchased necessary radio equipment and infrastructure to expand Puyallup’s trunked 800 MHz radio system to provide public safety with a reliable radio system for its police department in 2009, and

WHEREAS Puyallup upgraded the necessary communications equipment to upgrade its’ trunked radio system to a P25 digital radio system that matched the upgrades to the other public safety radio systems within Pierce County, and

WHEREAS Bonney Lake desires to allow Puyallup to use certain space at the Allan Yorke and Ponderosa sites (Sites) for radio communications purposes, and

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this Agreement is provide radio site sharing and lease specifications while transferring the responsibility of operations of Bonney Lake’s radio sites to Puyallup.
2. **TERM.** The initial term of this Agreement shall be three (3) years. This agreement may be extended for two (2) consecutive three (3) year terms and such renewals shall take effect automatically unless this Agreement is terminated by notice of termination, in writing, given by either Party to the other. Notice of termination must be given at least ninety (90) days prior to the expiration of the initial term or the first renewal term, as applicable, to be effective as of the end of the initial term or first renewal term, as applicable. The date upon which this Agreement terminates in accordance with this Section 2 or any other applicable provision of this Agreement shall be referred to as the “Termination Date.”

3. **LEASE.** Bonney Lake agrees to lease to Puyallup the Ponderosa and Allan Yorke Sites for radio operations consistent with this Agreement. Puyallup agrees to pay Bonney Lake for the use of the Ponderosa and Allan Yorke Sites as set forth herein and on Exhibit A at a lease rate as described in Exhibit B. An annual increase equal to (2%) will be applied to the lease each year thereafter during the terms of this Agreement.

4. **PROPERTY.** No real property will be acquired or transferred pursuant to this Agreement except as expressly provided. Bonney Lake desires to enter into discussions with Puyallup regarding the potential purchase of the radio sites. Any future purchase or sale agreement may terminate this Agreement.

5. **UNAUTHORIZED IMPROVEMENTS.** Puyallup shall not construct any new improvements unless authorized in writing by Bonney Lake. For purposes of this Section, improvements include, without limitation, the construction of a new tower, a communications or generator building, fuel tank or significant construction requiring the issuance of permits by local government agencies.

6. **REMOVAL OF IMPROVEMENTS.** Puyallup shall remove all improvements it installs and owns pursuant to this Agreement, including fixtures, from each applicable Site within sixty (60) days from the Termination Date unless otherwise agreed to by the Parties or provided herein.

7. **NEW EQUIPMENT/FREQUENCIES.** No new operations by either Party on the Sites shall unreasonably interfere electronically or physically with either party’s existing operations.

8. **DUTY OF PARTIES TO MAINTAIN.** Puyallup shall be solely responsible for the maintenance and repair, as necessary, of all equipment and other improvements installed by Puyallup at any Site, except to the extent such maintenance or repairs are necessitated by the negligence or willful misconduct of Bonney Lake, or such employees, agents or contractors, in which case Bonney Lake shall reimburse Puyallup upon demand for any expenses incurred by Puyallup in the performance of any such required maintenance or repairs. Puyallup agrees to maintain the HVAC systems and UPS battery systems at both sites. Except for any maintenance or repair Puyallup is responsible for pursuant to the foregoing, Bonney Lake shall perform all repairs, replacements and maintenance necessary to keep each of Bonney Lake’s Sites and all improvements located therein in good working order and repair consistent with best engineering practices and standards, and to otherwise maintain its Sites

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*Agenda Packet p. 12 of 45*
and all improvements located thereon in a clean and safe condition. Notwithstanding the foregoing, in the event of any casualty affecting a Site, Puyallup may elect to terminate this Agreement in respect of such Site in lieu of performing any repairs or replacements that may be necessary to restore such Site to the condition otherwise required hereunder.

9. **EVENTS OF DEFAULT; REMEDIES.** Subject to the limitations set forth in Section 13, the occurrence of any of the following shall, at the option of Bonny Lake harmed thereby, constitute an “Event of Default” under this Agreement:

   (a) The failure of Puyallup to pay any amounts due under this Agreement when due and payable, provided such failure continues for a period of forty-five (45) days following written notice from Bonney Lake;

   (b) With respect to the breach of any obligation of a Party under this Agreement for which a cure period is specified herein (excluding the payment of Lease pursuant to Section 12(a)), the failure of such Party to cure such breach within the time period specified; and

   (c) With respect to the breach of any obligation of a Party under this Agreement for which no cure period is specified herein, the failure of such Party to promptly commence to cure such breach and thereafter diligently pursue the cure of such breach to completion within sixty (60) days following written notice of such breach from any other Party; provided, however, if such breach not reasonably susceptible of being cured in said sixty (60) day period (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to timely cure), then, so long as the Party in breach has commenced and is diligently pursuing such cure, the Party in breach shall have such additional period of time as is reasonably necessary to diligently complete the cure of such breach.

   Upon the occurrence of an Event of Default, any Party harmed by such Event of Default shall have the option to terminate this Agreement and seek any other remedies set forth in this Agreement or otherwise available at law or equity.

10. **ACCESS ACROSS PREMISES.** Puyallup is authorized, subject to any rights previously granted to third parties, to use existing roads on the Sites at all times as needed to enjoy the permitted uses of the Site, unless notified by Bonney Lake of restricted access due to unsafe conditions or other exigent circumstances.

11. **ACCESS TO BUILDINGS AND GATED AREAS.** Persons requesting access to Bonney Lake Sites must contact the Bonney Lake Police Chief at (253) 863-0769 for key issuance. All persons requesting keys must have passed a Washington State Patrol background check, federal background check, and be fingerprinted. Parties agree to best practices of the Federal Bureau of Investigation (FBI), and the Criminal Justice Information Security (CJIS).

12. **JOINT INDEMNIFICATION AND HOLD HARMLESS.** Each Party to this Agreement shall defend, indemnify and hold the other Party, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives, harmless from claims, actions, injuries,
damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement or to the extent caused by the sole or concurrent proportionate fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives, except to the extent otherwise prohibited by law.

13. **INSURANCE.** Both Parties agree to maintain adequate insurance sufficient to cover the risks, liability and obligations specified by this agreement.

14. **ASSIGNMENT AND SUBLETTING.** Except as expressly hereinafter set forth, the rights of the Parties under this Agreement are personal to the Parties named herein, and no party may assign its rights under this Agreement, or sublet or otherwise grant any rights of use or occupancy to any Site with respect to which such Party is Lessee under this Agreement, without the prior written consent of the other Party hereto, which may be withheld in such Party’s sole and absolute discretion.

15. **NOTICES.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

   **CITY OF PUYALLUP**
   ATTN: CITY MANAGER
   333 S. MERIDIAN
   PUYALLUP, WA 98371

   **CITY OF BONNEY LAKE**
   ATTN: MAYOR
   9002 MAIN ST. E
   BONNEY LAKE, WA 98391

16. **MEDIATION.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner, with or without the assistance of a mediator selected by agreement of the Parties.

17. **APPLICABLE LAW – VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Subject to Section 24, in the event of a dispute, such dispute shall be litigated in the Superior Court of Pierce County, Washington assuming that jurisdiction lies with the superior court.

18. **WAIVER OF JURY TRIAL.** THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

19. **WAIVER.** No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

20. **CONCURRENT ORIGINALS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. **RATIFICATION AND CONFIRMATION.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

22. **SEVERABILITY.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

24. **AMENDMENTS.** This Agreement may be amended at any time by the mutual written consent of the Parties.

25. **EXHIBITS.** This lease is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference, made a part hereof.

<table>
<thead>
<tr>
<th>Exhibit A</th>
<th>General Communication Site Information</th>
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<tbody>
<tr>
<td>Exhibit B</td>
<td>Lease Rental Rates for each site and Total Rent</td>
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</tbody>
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**CITY OF PUYALLUP**

By:_______________________

Date:_________

Steve Kirkelie
City Manager

Approved as to form:

By:_______________________

Date:_________

City Attorney

**CITY OF BONNEY LAKE**

By:_______________________

Date:_________

Neil Johnson, Jr.
Mayor

Approved as to form:

By:_______________________

Date:_________

City Attorney
EXHIBIT “A” - GENERAL COMMUNICATION SITE INFORMATION

1. General

Puyallup operates the 800 MHz public safety radio communications network equipment commonly referred to as the Puyallup sub-system.

Puyallup has the ability to assign the maintenance and operations of these sites to a knowledgeable company or service provider to ensure reliable and affordable radio communications.

2. Physical space, power and HVAC

Puyallup shall occupy adequate space for standard 19” racks, consisting of radio infrastructure, microwave infrastructure, antenna combining and other associated equipment.

Bonney Lake shall provide tower space at the communications facilities/sites for Puyallup antennas. Puyallup may mount antennas for its equipment to meet its coverage requirements at reasonable locations on the tower upon approval by Bonney Lake. Bonney Lake shall not unreasonably withhold such approval. Puyallup shall coordinate any work with 30 days prior notice to beginning such work.

Puyallup agrees to ensure the City of Bonney Lake continues to have the adequate space at the Allan Yorke site for their own IT purposes. Bonney Lake equipment shall not be connected to the Universal Power Source (UPS) battery system.
EXHIBIT “B” – RENTAL RATES

ONLY USE THIS IF THERE ARE SITE SPECIFIC FEES INVOLVED

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City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Bryan Jeter, Chief of Police
Meeting/Workshop Date: January 14, 2020
Agenda Bill Number: AB20-03

Agenda Subject: Resolution allowing the Mayor to sign a Radio Sub-System Agreement with the City of Puyallup

Full Title/Motion:
A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, to sign a Radio Sub-System User Agreement with the City of Puyallup to allow access to Puyallup’s radio system.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake Police Department has been a sub-system user of the Puyallup radio network since the switch to 800 MHz. In the past, South Sound 911 has collected the subscriber user fees. This agreement will memorialize that the City of Bonney Lake is a user of the Puyallup Sub-System and will set the user fee and maintenance fee amount that will be paid to the City of Puyallup.

Attachments: Radio Sub-System User Agreement

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Budget Explanation: General Fund

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee: Public Safety
Approvals:
Chair/Councilmember Evans
Councilmember Watson
Councilmember Carter

Committee Date: January 14, 2020

Forwarded to: Consent Agenda: Yes No
Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): January 14, 2020
Public Hearing Date(s):
Meeting Date(s): January 14, 2020
Tabled to:

APPROVALS

Director: Jeter
Mayor:
Date Reviewed by City Attorney:
(if applicable)
RESOLUTION NO. 2809

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A RADIO SUB-SYSTEM USER AGREEMENT WITH THE CITY OF PUYALLUP

WHEREAS, the City of Bonney Lake Police Department and Public Works have been utilizing the Puyallup radio sub-system since switching to 800 MHz; and

WHEREAS, Bonney Lake has also utilized the City of Puyallup’s radio technician for maintenance and repair of radios; and

WHEREAS, Bonney Lake has previously paid the user fees to South Sound 911; and

WHEREAS, this agreement will memorialize that the City of Bonney Lake is a user of the Puyallup radio sub-system as well as utilizing their radio technician; and

WHEREAS, under this agreement the user fees and maintenance fees will be paid to the City of Puyallup.

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

Section 1. The Mayor is hereby authorized to sign the Radio Sub-System User Agreement with City of Puyallup.

PASSED BY THE CITY COUNCIL this 14th day of January, 2020.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________
Kathleen Haggard, City Attorney
CITY OF PUYALLUP
RADIO SUB-SYSTEM USER AGREEMENT

THIS RADIO USER AGREEMENT ("Agreement") is made and entered into this 14th day of January, 2020, by and between the City of Puyallup (hereinafter “Puyallup”), the City of Bonney Lake (hereinafter “User”), hereinafter referred to collectively as “Parties.”

1. DESCRIPTION. Puyallup operates a radio sub-system (PRSS) connected to the City of Tacoma 800 MHz trunked radio network providing both digital P25 TDMA and analog/digital (mixed mode) SmartZone 4.1 radio communications. This system is also connected through “ISSI gateways” to public safety radio systems in Pierce, King and Snohomish County.

2. RADIO ACCESS USER FEES. The User agrees to quarterly pay Puyallup the amount listed in Exhibit “A” for access to the system. Invoices will be mailed for payment of the User fees at the end of each quarter and are due within 30 days of the invoice date.

3. SUBSCRIBER MAINTENANCE FEES. The User agrees to quarterly pay Puyallup the amount listed in Exhibit “A” for subscriber maintenance services as described in Section 5.

4. SUBSCRIBER MAINTENANCE AND REPAIR. The User is responsible for the maintenance, repair and replacement of its subscriber equipment. User will assure the subscriber equipment is operating within the manufacturers specifications to assure optimal operation that will have no adverse impact on other Users.

5. SUBSCRIBER PROBLEMS. If the User experiences radio subscriber problems, the User will contact the Puyallup Radio Shop at (253) 770-3371 or by email at radiosupport@ci.puyallup.wa.us for an evaluation of the problem. If the problem is related to equipment installation, the User will contact its installation provider. This subscriber maintenance program provides the following services:

- Radio record management, configuration and troubleshooting of radio subscriber equipment.
  - Maintain a record of radio identifications and alias assignments.
  - Maintain and update talkgroup templates
  - Maintain latest subscriber codeplugs and assist in codeplug development
  - Perform radio programing and firmware updates as needed
  - Update key assignments
  - Advise the User on subscriber updates and needs
  - Assist in decommissioning and repurposing of obsolete equipment
  - Perform subscriber radio alignments as necessary

The User is responsible for any costs of repair or replacement outside of the described services.

6. COMPLIANCE WITH LAWS.
   a. No Personal Business – No personal business may be conducted on the PRSS by User, its employees, or authorized agents, including volunteers and the User's service provider.
b. Compliance with Federal, State and Local Laws – User will comply with all current and future Federal Communications Commission laws, rules, and regulations as well as with all applicable state and local laws.

c. Corrective Action – In order to protect the integrity, security, safety, and efficient operation of PRSS for all its Users, User will take appropriate corrective action against any of its employees who violate PRSS guidelines set out in this User Agreement.

d. Abuse of User Privileges – At the sole discretion of the City, Users repeated violation of PRSS guidelines provided in this Agreement will result in termination of the Agreement by the City.

7. DISPUTE RESOLUTION. If either Party fails to perform its obligations under this Agreement, the Parties agree to resolve the issue at the lowest management level of each Party. The City and the User will consider the details of the non-performance issue, assess if there are past issues of non-performance, determine duration of non-performance, determine the level of non-performance, and negotiate in good faith a mutually agreeable solution. If the parties cannot agree on a solution, this agreement may be mutually terminated upon thirty (30)-days written notice by either Party.

8. TERMS. User participation will automatically renew annually unless terminated by either Party upon 90 days written notice to either Party. Any adjustments to the rates/fees would be provided 90 days prior to the end of the calendar year.

9. NOTICES. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

City of Bonney Lake
Attn: Police Chief
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391
(253) 863-2218

City of Puyallup
Attn: City Manager
333 S. Meridian
Puyallup, WA 98371
(253) 841-5481

10. Hold Harmless. To the extent permitted by law, the City and User agree to hold each other harmless against claims arising from the alleged negligent acts or omissions of their respective public employees or agents, which occurred or are alleged to have occurred during the performance of PRSS use.

11. Force Majeure. Parties to this agreement will not be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing Party’s reasonable control, including without limiting the generality of the foregoing, acts of God, war, riot, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labor or material acts of a public enemy.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to take effect as of the day and year first written above.
<table>
<thead>
<tr>
<th>CITY OF PUYALLUP</th>
<th>CITY OF BONNEY LAKE</th>
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<tbody>
<tr>
<td>By:______________</td>
<td>By:__________________</td>
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<tr>
<td>City Attorney</td>
<td>City Attorney</td>
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## EXHIBIT “A” – FEES

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<th>Rate</th>
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<th>Quarterly Bill</th>
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<td>$31.50 per month per radio</td>
<td>SECTION 2. - RADIO ACCESS USER FEES</td>
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<td>SECTION 3. - SUBSCRIBER MAINTENANCE FEES</td>
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**QUARTERLY TOTAL** $7,774.50

**ANNUAL TOTAL** $31,098
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

**Department/Staff Contact:**
PS / John Woodcock

**Meeting/Workshop Date:**
14 January 2020

**Agenda Bill Number:**
AB20-06

**Agenda Item Type:**
Resolution

**Ordinance/Resolution Number:**
2810

**Sponsor:**

---

**Agenda Subject:**
Approve a Professional Services Agreement to KPG to provide inspection services to the City while an employee is on extended medical leave.

**Full Title/Motion:**
A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approve A Professional Services Agreement To KPG To Provide Inspection Services To The City While An Employee Is On Extended Medical Leave.

**Administrative Recommendation:**
Approve

**Background Summary:**
Public Services Development Inspector will need to be out of the office for approximately eight (8) weeks. To cover for his services the Engineering team has sought out the services of one of our consultants to meet that short fall in services rendered to the public. To minimize our expenditures we have chosen an entry level employee from KPG while still trying to meet our service commitment to our citizens in his absence.

The Public Services budget for Planning and Community Development Division in Engineering Services is $10,000. It is anticipated that inspection fee revenues for 2020 will exceed these expenditures. If not other General Fund dollars will need to be added to address the short fall.

**Attachments:**
Resolution 2810, Contract

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**BUDGET INFORMATION**

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<th>Budget Amount</th>
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**Budget Explanation:**
General Fund - Engineering Services - 001.000.058.558.60.40.20

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**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:**
Finance Committee
Date: 14 January 2020

**Approvals:**
Chair/Councilmember
Randy McKibbin
Councilmember
Dan Swatman
Councilmember
Tom Watson

Forward to:
Consent Agenda: Yes

**Commission/Board Review:**

**Hearing Examiner Review:**

---

**COUNCIL ACTION**

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

---

**APPROVALS**

**Director:**
Ryan Johnstone

**Mayor:**
Neil Johnson Jr.

**Date Reviewed by City Attorney:**
(if applicable)
RESOLUTION NO. 2810

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT TO KPG TO PROVIDE INSPECTION SERVICES TO THE CITY WHILE AN EMPLOYEE IS ON EXTENDED MEDICAL LEAVE.

WHEREAS, the Public Services Department in Planning and Community Development Division has an approved budget for 2020 for Engineering services in the amount of $10,000; and

WHEREAS, the Public Services Department will have an employee on extended medical leave for approximately eight weeks; and

WHEREAS, KPG Engineering has submitted a scope of work to provide Construction Inspection services to meet this short fall of services to the community over this period in the amount of $33,170.00.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached Professional Services Agreement with KPG for the project in the amount of $33,170.00.

Passed by the City Council this 14th day of January, 2020.

________________________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED: APPROVED AS TO FORM:

________________________________________
Harwood T. Edvalson, City Clerk

________________________________________
Kathleen Haggard, City Attorney
SCOPE OF WORK

A. PROJECT DESCRIPTION/BACKGROUND

City of Bonney Lake has a desire to enter into a construction management agreement with KPG, P.S. (“Consultant”) to provide inspection services for 8 weeks, 8 hours a day contract duration.

B. ASSUMPTIONS

The following assumptions were identified to provide direction with inspection:

1. The City will provide any material testing that will be required.
2. The City will provide any community outreach if required.
3. The Inspector will report directly to and take direction from the City’s Project Manager for work associated with this scope of work.

C. CONSTRUCTION MANAGEMENT SERVICES

1. Consultant Contract Management. Provide overall day-to-day management of the consultant contract and inspector.

   Deliverables
   • Monthly invoices

2. Construction Phase Services – Field

   a. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant’s personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.

   b. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Client of any non-conforming work observed during site visits.

   c. Prepare Inspector Daily Reports (IDRs), recording the construction contractor’s operations as actually observed by the Consultant; includes quantities of work placed that day, contractor’s equipment and crews, and other pertinent information.

   d. Interpret Construction Contract Documents, in coordination with Designer.

   e. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
f. Prepare field records and documents to help facilitate administration of the Project in accordance with funding agency requirements.

g. Attend and actively participate in regular on-site meetings.

h. Take periodic digital photographs during the course of construction.

i. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a ‘punch list’ of items to be completed or corrected. Coordinate final inspection with those agencies.

Deliverables
- IDR with Project photos – submitted on a weekly basis directly to the City

D. **KPG Deliverables**

1. Construction Inspection Reports

E. **Schedule Of Charges**

Compensation shall be Not to Exceed $33,170.00 based on the rates provided in Exhibit B, Prime Consultant Cost Computations.
**PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Bonney Lake  
Project: Inspection Services

<table>
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<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Labor Hour Estimate</th>
<th>Total Hours and Labor Fee Estimate by Task</th>
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<td>Principal</td>
<td>Construction Manager</td>
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<tr>
<td></td>
<td></td>
<td>232</td>
<td>166</td>
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</table>

**Task 1 - Project Management**

1.1 Construction Management and Administrative Services

- Principal: 0
- Construction Manager: 0
- Construction Inspector: 0
- Office Admin: 0

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<th>Task Total</th>
<th>Hours</th>
<th>Fee</th>
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**Task 2 - Construction Services Inspection**

2.1 Inspection

- Principal: 0
- Construction Manager: 0
- Construction Inspector: 320
- Office Admin: 320

<table>
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<th>Hours</th>
<th>Fee</th>
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<tbody>
<tr>
<td></td>
<td>320</td>
<td>$32,000.00</td>
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</table>

**Reimbursable Direct Non-Salary Costs**

| Mileage at current IRS rate | $250.00 |
| Reproduction Allowance | $0.00 |

**Total Reimbursable Expense**

$250.00

**Total Estimated Budget**

$33,170.00
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __________ day of January, 2020, by and between the City of Bonney Lake ("City") and KPG, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before
the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

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

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

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

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

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

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

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

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

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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, its officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

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

**B. Minimum Amounts of Insurance**
Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

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

CITY OF BONNEY LAKE

By: ____________________________

Neil Johnson Jr., Mayor

CONSULTANT

By: ____________________________

[Signature]

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

The Consultant shall perform the following services as directed by the City:
EXHIBIT B: RATES
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Works / Triss Weber  
Meeting/Workshop Date: 14 January 2020  
Agenda Bill Number: AB20-04  

Agenda Item Type: Motion  
Ordinance/Resolution Number:  
Councilmember Sponsor:  

Agenda Subject: Motion to Accept as Complete the Victor Falls On-Site Chlorination Upgrade with TMG Services.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Victor Falls On-Site Chlorination Upgrade With TMG Services.

Administrative Recommendation: Approve

Background Summary: Resolution 2784 dated September 10, 2019 awarded the Victor Falls On-Site Chlorination Upgrade with TMG Services. Victor Falls water treatment hypochlorite generation equipment is past its recommended life cycle. It was recommended the replacement of the equipment with a new version from the same manufacturer. TMG purchased, installed, tested and provided training to COBL staff.

See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the Assistant City Engineer and the project close out documents are complete. Employment Security, Department of Revenue and Department of 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, Notice of Completion of Public Works Contract and photos.

BUDGET INFORMATION

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</tr>
</tbody>
</table>

Budget Explanation: Release of Retainage in the amount of $3,810.00.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:  
Date:  
Chair/Councilmember  
Councilmember  
Councilmember  
Forward to:  
Consent Agenda: Yes No  

Commission/Board Review:  
Hearing Examiner Review:  

COUNCIL ACTION

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

APPROVALS

Director: Ryan Johnstone, Interim PS Director  
Mayor: Neil Johnson, Jr.  
Date Reviewed by City Attorney: (if applicable)
**PUBLIC WORKS - PROJECT COMPLETION REPORT**

**Project Title:** Victor Falls On-Site Chlorination Upgrade

**Project Financing Summary:**

**Project Revenue Sources:**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Authorized by City Council</td>
<td>$158,285</td>
</tr>
<tr>
<td>City Fund Source(s): Water SDC</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Project Budget Utilized=** $41,643

**Project Expenditures:**

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study</td>
<td>$0</td>
</tr>
<tr>
<td>Design</td>
<td>$0</td>
</tr>
<tr>
<td>Total Construction</td>
<td>$41,643</td>
</tr>
</tbody>
</table>

**Engineer's Estimate =**

<table>
<thead>
<tr>
<th>Contract Award Amount</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>$41,643</td>
<td>$41,643</td>
</tr>
</tbody>
</table>

**Low Bid/Contract** $41,643

**Contingency - 15%** $41,643

**Field Engineering Services - 5%** $41,643

**Total Project Cost =** $41,643

**Total Budget for construction=** $41,643

**Actual** $41,643

**Over Budget=** $0

**Actual Revenue Sources utilized for project:**

| Budget Authorized by City Council | $45,808 |

**Actual City Funds utilized:**

| $41,643 |

**Total Actual for complete project=** $41,643
### Planning

<table>
<thead>
<tr>
<th>Comprehensive Facilities Plan Approved by City Council:</th>
<th>Actual Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study Required:</td>
<td></td>
</tr>
<tr>
<td>FY Funding in Budget:</td>
<td>N/A</td>
</tr>
<tr>
<td>Study Contract NTP Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Study Contract Completion Date:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

| Planning Actual Total = | $0 |

### Design

<table>
<thead>
<tr>
<th>Date RFP Issued</th>
<th>Design Contract Award Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Design Contract Completion Date:</td>
</tr>
<tr>
<td></td>
<td>Design Consultant(s):</td>
</tr>
<tr>
<td></td>
<td>Scope of Work Changes:</td>
</tr>
<tr>
<td></td>
<td>1 None</td>
</tr>
<tr>
<td></td>
<td>Change Order Summary:</td>
</tr>
<tr>
<td></td>
<td>1 None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Design</th>
</tr>
</thead>
</table>

| Design Actual Total = | $0 |

### Construction

<table>
<thead>
<tr>
<th>Date of Advertisement:</th>
<th>8/22/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Opening Date:</td>
<td>Sole Source</td>
</tr>
<tr>
<td>Engineer's Estimate:</td>
<td>$41,643</td>
</tr>
<tr>
<td>Low Responsive/Responsible Bid:</td>
<td>$41,643</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>TMG Services</td>
</tr>
<tr>
<td>Contract Award Date:</td>
<td>9/10/2019</td>
</tr>
<tr>
<td>Contract Completion Date:</td>
<td>12/20/2019</td>
</tr>
<tr>
<td>Closeout Date:</td>
<td>1/14/2020</td>
</tr>
</tbody>
</table>

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

| Other Construction |

| Construction Actual Total = | $41,643 |
| Total Project Cost=         | $41,643 |
NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 1/13/2020  Contractor's UBI Number: 601 245 015

<table>
<thead>
<tr>
<th>Name &amp; Mailing Address of Public Agency</th>
<th>Department Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
<td>Assigned to:</td>
</tr>
<tr>
<td>PO Box 7380</td>
<td>Date Assigned:</td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
<td></td>
</tr>
<tr>
<td>UBI Number: 277000893</td>
<td></td>
</tr>
</tbody>
</table>

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

Project Name
Victor Falls On-Site Chlorination Upgrade

Description of Work Done/Include Jobsite Address(es)
Victor Falls on-site chlorination (11700 Rhodes Lake Rd) generation equipment is past its recommended life cycle. Completely replaced the equipment with a newer version from the same manufacturer. Purchased new unit, installed, tested and trained staff.

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

Contractor's Name
TMG Services, Inc.

E-mail Address
jeff@tmgservices.net

Telephone #
253 779-4160

Contractor Address
3216 E Portland Ave Tacoma WA 98404

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
September 10, 2019

Date Work Commenced
September 12, 2019

Date Work Completed
December 20, 2019

Date Work Accepted
January 14, 2020

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
$ 38,100.00

Additions (+)
$ 35,433.30

Liquidated Damages $

Reductions (-)
$ 38,100.00

Amount Disbursed $ 37,833.30

Sub-Total
$ 38,100.00

Amount Retained $ 3,810.00

Sales Tax Rate 9.300%

Sales Tax Amount
$ 3,543.30

TOTAL
$ 41,643.30

TOTAL $ 41,643.30

NOTE: These two totals must be equal

Comments:

Note: The Constraining Officer must submit this completed notice immediately upon 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: Triss Weber

Email Address: webert@ci.bonney-lake.wa.us

Title: Admin Supervisor of I

Phone Number: 253-447-4320

Rev 31 0020r (10/28/15)
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.**

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number: (Required)</th>
<th>Affidavit ID*</th>
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<tbody>
<tr>
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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.

REV 31 0020e Addendum (10/28/15) F215-038-000 10-2014

Agenda Packet p. 43 of 45