

CITY COUNCIL MEETING

December 12, 2023
6:00 P.M.



www.ci.bonney-lake.wa.us

AGENDA

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. The information for attending is provided 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> **The City will be turning off all public cameras and microphones when attending online - Only staff and presenters will be visible and unmuted.**

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 Roach, Councilmember Dan Swatman, and Councilmember Tom Watson.
- C. Agenda Modifications: None.
- D. Announcements, Appointments and Presentations:
 - 1. **Oath of Office** – Councilmember 2
 - 2. **Oath of Office** – Councilmember 4
 - 3. **Oath of Office** – Councilmember 5
 - 4. **Oath of Office** – Councilmember 7
 - 5. **Proclamation:** Make A Difference (No Advanced Material).

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. We ask that you please sign up to comment virtually by emailing clerk@cobl.us or by phone at 253-862-8602 by 5:00 pm. Comments are limited to 5 minutes. During the meeting, mics and video will be enabled-you will need to personally turn them on-during this section only. All who comment will be asked to state their name and address for the meeting 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.

- Page 5 A. **Approval of Corrected Minutes:** November 14, 2023, City Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable Check/Vouchers #95888 To #95932, And Wire Transfers #36806287 And #2023112901 In The Amount Of \$787,553.01. **Voids:** None.
- C. **Approval of Payroll:** November 16 – 30, 2023 For Checks #34893 - 34898 Including Direct Deposits And Electronic Transfers Totaling \$808,095.80. **Voids:** None.
- Page 11 D. **AB23-152 – Ordinance D23-152** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Sections 6.04.190 And 6.04.230.
- Page 17 E. **AB23-157 – Resolution 3193** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Professional Services Agreement To BHC Consultants For Professional Engineering Services For The SR410 Sewer Trunk Line Evaluation.
- Page 39 F. **AB23-159 – Motion M23-159** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Tacoma Point Reservoir Replacement Project With T. Bailey Inc.
- Page 45 G. **AB23-160 – Motion M23-160** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The MTU And Radio Communication Installation Project With Source Electric, LLC.

V. FINANCE COMMITTEE ISSUES:

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- A. **AB23-156 – Resolution 3192** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Reimbursement Contract With Pierce County For Senior Services Rendered By The City Of Bonney Lake Up To A Total Of \$45,516 During Calendar Years 2024-2025.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

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- A. **AB23-151 – Ordinance D23-151** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Ordinance No. 1687 Relating To Salaries And Benefits For Non-Represented Employees.

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- B. **AB23-154 – Motion M23-154** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services.

IX. EXECUTIVE/CLOSED SESSION: None.

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 COUNCIL MEETING

November 14, 2023
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. The public was also given the option to call in or attend virtually the Council Meeting.

Audio starts at:
06:00:00

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 Angela Baldwin, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember Dan Swatman, and Councilmember Tom Watson. Councilmember J. Kelly McClimans was in virtual attendance.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Mark Berry, Public Services Director Ryan Johnstone, Building & Planning Supervisor Jason Sullivan, City Clerk Sadie Schaneman, Records and Disclosure Coordinator Kandice Besaw, and City Attorney Jennifer Robertson.

Staff members in virtual attendance using the City's BlueJeans conference line were Chief Finance Officer Cherie Reiersen and City Attorney/Prosecutor Dena Burke.

B. Agenda Modifications:

Mayor McCullough noted that Councilmember Swatman had asked that AB23-121 be pulled from the Consent Agenda. He said the item would be moved to Full Council Issues as Item A.

Councilmember Swatman moved to approve the agenda modification. Deputy Mayor Carter seconded the motion.

Motion approved 7 - 0.

C. Announcements, Appointments and Presentations: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**A. Public Hearing:**

1. **AB23-119 – Ordinance D23-119** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Mid-Biennial Budget Amendment For Budget Years 2023 And 2024.

Mayor McCullough opened the public hearing at 6:01 p.m. He invited anyone interested in addressing the council on the topic of the hearing to come forward.

Dan Decker, 20401 70th St E, Bonney Lake: Spoke on inflation and how you cannot buy your way out of it.

There being no one else wishing to address the Council on the hearing topic, Mayor McCullough closed the hearing at 6:03 p.m.

2. **AB23-120 – Ordinance D23-120** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting The Amount Of The Annual Ad Valorem Tax Levy Necessary For The Fiscal Year 2024 For The Purposes Set Forth Below.

Mayor McCullough opened the public hearing at 6:03 p.m. He invited anyone interested in addressing the council on the topic of the hearing to come forward.

Dan Decker, 20401 70th St E, Bonney Lake: Spoke on inflation and how you cannot buy your way out of it.

There being no one else wishing to address the Council on the hearing topic, Mayor McCullough closed the hearing at 6:04 p.m.

B. Citizen Comments: *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city's YouTube channel and an audio recording to the state digital archives for review of all the comments.*

Erin Musky - Bonney Lake Public Library: Spoke about two Library outreach updates, which are the Friends of the Bonney Lake book sale starting this Thursday the 16th and the Valentines for Veterans program starting January 8th.

Dan Decker - 20401 70th St E, Bonney Lake: Spoke about fluoride in our drinking water. He stated it is very harmful to human life.

Troy Fullerton - 9611 183rd Ave E, Bonney Lake: Spoke about naturopath and the issues with fluoride.

C. Correspondence: None.

Audio starts at:
6:14:00

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Carter reported the Finance Committee met in person and virtually today at 5:00 p.m. The Committee went thru personnel updates; discussed and forwarded AB23-146 to a future meeting; discussed parking fees for Allan Yorke Park, boat launch costs and approved their minutes.
- B. Community Development Committee: Councilmember Swatman reported the Community Development Committee met in person and virtually on November 7, 2023. The Committee discussed and forwarded AB23-145, AB23-147, and AB23-150 to tonight's consent agenda and AB23-142 and AB23-143 to tonight's community development committee issues and approved their minutes.
- C. Public Safety Committee: Councilmember Evans reported the Public Safety Committee met in person and virtually today at 3:30 p.m. The Committee received an update from the Police Department, East Pierce Fire and Rescue and Community Court. Received a report from the Prosecutor, forwarded AB23-148 to tonight's consent agenda and forwarded AB23-149 and AB23-152 to a future meeting and approved their minutes.
- D. Other Reports:

Audio starts at:
6:20:18

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes:** October 10, 2023, City Council Meeting, October 17, 2023, City Council Workshop, and October 24, 2023, Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:**
Accounts Payable check/vouchers #95644 to #95658, in the amount of \$2,325.05. Accounts Payable check/vouchers #95643, #95659 to #95725 and wire transfers #2023101001 and #2023101002, in the amount of \$1,825,647.35. **Voids:** Check #94258 – Duplicate payment – Not reissued. Check #94757 – Check not received – Reissued. Check #94923 – Check not received – Reissued. Check #'s 82764, 83010, 83069, 83137, 83150, 83163, 83173, 83241, 83312, 83331, 83336, 83337, 83341, 83370, 83381, 83499, 83591, 83678, 83681, 83698, 83718, 83720, 83757, 83759, 83791, 83818, 83828, 83892, 83900, 84241, 84243, 84253, 84275, 84284, 84291, 84302, 84310, 84312, 84323, 84566, 84573, 84585, 84596, 84598, 84600, 84609, 84755, 84843, 84927, 85026, 85053, 85062, 85071, 85262, 85282, 85286, 85303, 85330, 85339, 85414, 85416, 85454, 85485, 85655, 85699, 85704, 85707, 85712, 85714, 85720, 85723, 85742, 85744, 85749, 85753, 85755, 85793, 85796, 85862, 85903, 95904, 85912, 85922, 85923, 86009, 86017, 86032, 86054, 86057, 86061, 86077, 86078, 86099, 86127, 86149, 86195, 86197, 86204, 86219, 86335, 86350, 86363, 86517, 86534, 86558, 86566, 86656, 86659, 86664, 86668, 86680, 86901, 86954, 87206, 87209, 87247, 87249, 87251, 87406, 87412, 87424, 87528, 87537, 87558, 87561, 87765, 87772, 87787, 87865, 87876, 87939, 87947, 87965, 88202, 88208, 88209, 88221, 88411, 88414, 88542, 88560, 88653, 88784, 88786, 88798, 88800, 88801, 88809, 88902, 88905, 88907, 88909, 88979, 89015, 89123, 89176, -All unclaimed property sending to WA State Department of Revenue.

- C. **Approval of Payroll:** October 1 – 15, 2023 for checks #34882-34883. The amount of the checks was approved October 24, 2023, but these two check numbers were omitted in error. October 16 – 31, 2023 for checks #34884-34888 including Direct Deposits and Electronic Transfers totaling \$832,189.74. **Voids:** None.
- D. **AB23-128 – Resolution 3178** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The 2024-2029 Six Year Transportation Improvement Program.
- E. **AB23-145 – Resolution 3186** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of The Lift Station 20 Upgrade Project To McCann Construction Enterprises, Inc.
- F. **AB23-147 – Resolution 3188** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Professional Services Contract To AKANA For Construction Management Services To Support The Lift Station 20 Upgrade Project.
- G. **AB23-148 – Resolution 3189** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Mayor McCullough To Sign An Interagency Agreement With The Washington Traffic Safety Commission For Reimbursement For Various Traffic Emphasis Patrols.
- H. **AB23-150 – Resolution 3191** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Purchase Of An Emergency Power Generator And Transfer Switch From Cummins Power Systems For The Public Safety Building Generator Improvements Project.
- I. ~~**AB23-121 – Motion M23-121**~~ A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The December 19, 2023, Council Workshop And Community Development Committee Meeting and January 2, 2024, Council Workshop And Community Development Committee Meeting. **(Moved to Full Council Issues Item A).**

**Councilmember Baldwin moved to approve the Consent Agenda as modified.
Deputy Mayor Carter seconded the motion.**

Consent Agenda approved 7 - 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- A. **AB23-142 – Resolution 3183** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With Law Offices of Alex Sidles, PLLC To Provide Hearing Examiner Services And Appointing Alex Sidles As The Bonney Lake Hearing Examiner.

Audio starts at:
6:21:12

Councilmember Baldwin moved to approve Resolution 3183. Deputy Mayor Carter seconded the motion.

Council discussed and shared their concerns, including:

- Judicial Councilmember vs. Hearing Examiner
- Pros and cons of the Hearing Examiner position

Resolution 3183 approved 7 – 0.

Councilmember McClimans arrived in person at 6:30 p.m.

- B. **AB23-143 – Resolution 3184** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Amendment To The Contract With Olbrechts & Associates, PLLC Related To Hearing Examiner Services For Code Enforcement.

Councilmember Balwin moved to approve Resolution 3184. Deputy Mayor Carter seconded the motion.

Council had no discussion on this topic.

Resolution 3184 approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- A. (Moved from Consent Agenda, Item I.) **AB23-121– Motion M23-121** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The December 19, 2023, Council Workshop And Community Development Committee Meeting and January 2, 2024, Council Workshop And Community Development Committee Meeting.

Councilmember Swatman moved to approve Motion M23-121. Deputy Mayor Cater seconded the motion.

Councilmember Swatman motioned to remove the January 2, 2024, Community Development Committee meeting from AB23-121. Deputy Mayor Carter seconded the motion.

Council discussed and shared their concerns, including:

- Not canceling the January 2nd CDC Meeting.

Motion M23-121 approved as amended 6 – 1.

Councilmember McClimans voted no.

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110 (i), Mayor McCullough announced an Executive Session at 6:42 p.m. to last for 20 minutes, with action to follow, to discuss potential litigation. The session concluded at 7:02p.m.

Mayor McCullough called the meeting back to order at 7:02 p.m.

Audio starts at:
7:02:00

X. DISCUSSION/ACTION: AB23-153 – Motion M23-153 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City Administrator To Execute All Documents Necessary For The City To Opt Out Of Both The 3M Class Action Settlement And The Dupont Class Action Settlement.

Councilmember Balwin moved to approve Motion M23-153. Councilmember Evans seconded the motion.

1. Discussion.

Council discussed and shared their concerns, including:

- Importance and Urgency
- Council retaining future rights

2. Citizen Comments. There were no citizen comments.

3. Action.

Motion M23-153 approved 7 – 0.

XI. ADJOURNMENT:

At 7:09 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 November 14, 2023, Meeting for the record: 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 of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Prosecutor's Office / Dena Burke Deputy City Attorney-Prosecutor	Meeting/Workshop Date: December 12, 2023	Agenda Bill Number: AB23-152
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D23-152	Sponsor:

Agenda Subject: Ordinance Amending BLMC 6.04.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Sections 6.04.190 And 6.04.230.

Administrative Recommendation: Approve.

Background Summary: When local cities contracted with Metro Animal Services, they sought to create more uniform respective city codes for licensing and keeping of potentially dangerous and dangerous dogs in 2020. In doing so, the Bonney Lake Municipal Code was amended such that the portion of the code that pertained to animals at large was restricted to only animals at large in certain public areas. As the Bonney Lake Municipal Code is currently written, only animals at large in public places are in violation. This is different from other cities that also contract with Metro Animal Services. The proposed amendment includes language that is the same or similar to the other cities and creates a more uniform code in the interest of community health, safety, and welfare. At the November 14, 2023, Public Safety Committee Meeting, Councilmembers requested additional language be added to evince the legislative intent that the Prosecutor is encouraged to move for the Court to lower the fine owed in the interest of justice, such as, when it is an isolated incident for the animal/animal owner, the animal owner takes corrective action, an inquiry into the finances of the owner shows a hardship or inability to pay, or otherwise in the interests of justice. The recommended code change has been updated with this intent.

Attachments: Ordinance No.D23-152

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: No Direct Budget Impact

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Public Safety	<i>Approvals:</i>	Yes	No
	Date: 12 December 2023	Chair/Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Dan Roach	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to: Council Meeting	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): 12/12/2023	Tabled to Date:

APPROVALS

Director: JPV	Mayor: MM	Date Reviewed by City Attorney: (if applicable)
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ORDINANCE NO. D23-152

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING BONNEY LAKE MUNICIPAL CODE SECTIONS 6.04.190 AND 6.04.230

WHEREAS, the City Council desires to revise its code to more closely reflect that of other cities served by Metro Animal Services; and

WHEREAS, the current language of the code limits citing animals at large to only those animals that become at large in generally public places; and

WHEREAS, the City Council has determined that this ordinance is in the interest of community health, safety, and welfare,

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

Section 1. Section 6.04.190 of the Bonney Lake Municipal Code is hereby amended to read as follows:

6.04.190 General Violations.

It shall be a violation of this chapter for any person or the owner of any animal to:

A. Permit any domesticated animal to become at large ~~whether licensed or not, in any park or on any public beach, pond, fountain, or stream therein, or upon any public playground or school ground;~~ provided, however, that this section shall not prohibit a person from walking or exercising a licensed animal in a public park or on any public beach, where permitted, when such animal is on a leash, tether or chain not to exceed eight feet in length. This section shall not apply to designated off-leash areas or a service animal if a leash would interfere with the service animal's work or the nature of the owner's or keeper's disability prevents use of a leash;

B. Permit any animal to be a nuisance;

C. Fail to keep any female dog or cat in heat confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding;

D. Fail to provide an animal with humane care and treatment and with sufficient and proper nutritional food for its species, sufficient water, proper shelter and protection from the weather, and veterinary care when needed to prevent suffering; and not amounting to animal cruelty under BLMC 6.04.140 or as defined in Chapter 16.52 RCW;

E. Leave an animal unattended for more than 24 consecutive hours without adequate care;

F. Abandon an animal;

G. Use any trap for the purpose of seizing domestic animals, except that humane traps may be used as approved by the discretion of the animal control officer for the purpose of capturing abandoned, at large, and sick animals.

Section 2. Section 6.04.230 of the Bonney Lake Municipal Code is hereby amended to read as follows.

6.04.230 Violations – Penalties.

A. Unless otherwise specifically set forth herein, any person violating the provisions of this chapter shall be guilty of a misdemeanor, except those persons who permit animals to become at large (BLMC 6.04.190(A)), permit animals to be a nuisance (BLMC 6.04.010(P) and 6.04.190(B)), fail to keep animal in heat confined (BLMC 6.04.190(D)),

fail to provide animal with humane care as defined in BLMC 6.04.190, or fail to have and provide rabies vaccination as defined in BLMC 6.04.250 have committed a Class 1 civil infraction pursuant to RCW 7.80.120.

Persons charged with infractions shall be processed by the municipal court in the same manner as persons charged with traffic infractions. Persons failing to appear for hearings for violations of this chapter shall be subject to the penalties set forth in BLMC 1.16.030. (Ord. 1642 § 1, 2020; Ord. 1352 § 1, 2010).

B. The Prosecutor is encouraged to lower the fine amount for Class 1 civil infractions under this Chapter as permitted under Washington State law when one or more of the following circumstances exists:

1. There is no history of a similar incident for the animal, animal owner, or person in control of the animal;
2. The person owning or in control of the animal takes corrective measures to prevent the animal to become at large in the future;
3. The person owning or in control of the animal provides an affidavit or sworn testimony to the court regarding a hardship or inability to pay the fine amount; or,
4. Other circumstances determined to be in the interest of justice.

Section 3. 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 this 12th day of December 2023.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

AB_____
Passed:
Valid:
Published:
Effective Date:
This Ordinance totals _____ page(s)

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

Department/Staff Contact: Public Services / Ken Gill	Meeting/Workshop Date: December 12, 2023	Agenda Bill Number: AB23-157
Agenda Item Type: Resolution	Ordinance/Resolution/Motion Number: Resolution 3193	Sponsor:

Agenda Subject: SR410 Sewer Trunk Line Evaluation.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Professional Services Agreement To BHC Consultants For Professional Engineering Services For The SR410 Sewer Trunk Line Evaluation.

Administrative Recommendation: Award Professional Services Agreement To BHC Consultants.

Background Summary: All wastewater generated by City of Bonney Lake sewer customers flows in a single pipe from a manhole on the shoulder eastbound SR410 just outside city limits to the Sumner Waste Water Treatment Plant (WWTP). RH2 (in the approved 2016 General Sewer Plan) identified a need to monitor this pipe due to (1) high concentrations of hydrogen sulfide, (2) only way to get sewer to the Sumner WWTP and (3) the pipe is undersized to serve future build out. The General Sewer Plan identifies this project as CIP Project G-02 titled "Lift Station 17 Upgrade Analysis Study and Interceptor Evaluation". BHC and maintenance staff have visited the site after maintenance staff observed surcharging of sewer manholes during winter wet weather events. The BHC scope will evaluate three alternatives to reduce and eliminate the surcharging and make recommendations for the appropriate capital improvement project to implement at this sewer system location.

Attachments: Resolution 3193, PSA Contract, BHC Scope and Fee for SR410 Sewer Trunk Line Evaluation

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$250,000	\$250,000	\$84,830	\$165,170	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 5 December 2023	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember J.Kelly McClimans	<input checked="" 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): 12/12/2023	Tabled to Date:

APPROVALS

Director: Ryan Johnstone	Mayor: Michael McCullough	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 3193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO BHC CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SR410 SEWER TRUNK LINE EVALUATION.

WHEREAS, in 2016 RH2 prepared a General Sewer System Plan (GSP) that identified a need to monitor the WWTP interceptor that carries flows from the Bonney Lake Plateau to the Sumner WWTP in Chapter 6-Existing System Evaluation; and

WHEREAS, Capital Improvement Project G-02 in the 2016 GSP is titled Lift Station 17 Upgrade Analysis Study and Interceptor Evaluation; and

WHEREAS, long time/term sewer maintenance staff have had to respond several times to calls of surcharging sewer manholes in the WWTP interceptor since 2007; and

WHEREAS, BHC Consultants is a engineering firm with an office in Tacoma and has wastewater expertise in the Pacific Northwest and provides wastewater engineering services to clients of all sizes in the region; and

WHEREAS, BHC Consultants has met onsite with maintenance and engineering staff and has provided a scope and fee in the amount of \$84,830 titled SR410 Sewer Trunk Evaluation; and

WHEREAS, the City has budgeted \$250,000 in 2023 and \$750,000 in 2024 for the project Upgrade Sewer Trunk Line at SR410; and

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

Section 1. Authorization of Contract. The Mayor is hereby authorized to sign the attached agreement with BHC Consultants for professional engineering services for the SR410 Sewer Trunk Line Upgrade in the amount of \$84,830.

PASSED by the City Council this 12th day of December 2023.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND BHC CONSULTANTS**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and BHC Consultants, organized under the laws of the State of Washington, located, and doing business at 950 Pacific Ave, Tacoma, WA 98402 (hereinafter the “**Consultant**”).

RECITALS:

WHEREAS, the City desires to have an evaluation of the State Route 410 Sewer Truck Line to be performed; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered a sum not to exceed Eighty-Four Thousand Eight Hundred Thirty Dollars (\$84,830) for the work set forth in Exhibit “A”. The City shall pay the Consultant within a reasonable amount of time once an invoice is provided, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid on the first and/or third Thursday of the month with the final installment being paid after delivery of the Technical Memorandum. The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending upon completion unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.**

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. **Independent Consultant.** The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be 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 are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee 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.

6. Indemnification. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' 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.

Should a court of competent jurisdiction determine 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, 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.

7. 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:

- i. 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.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants 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.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

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

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. 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 Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they 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.

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.* The 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.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Consultant to Maintain Records to Support Independent Contractor Status. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Consultant's Risk. 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 reasonably necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant

shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure, or such claim shall be waived for any period in which notice.

was due.

14. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

15. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit “A.” In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Consultant shall not disclose any such information to any third parties without (1) the prior written consent of the City or (2) legal process requiring disclosure, provided advance notice is provided to the City. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. Employment of State Retirees. The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and

costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibit, then the terms and conditions of this Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be sent to the following address:

City Clerk
City of Bonney Lake
9002 Main Street E.
Bonney Lake WA 98391

Notices to the Consultant shall be sent to the following address:

BHC Consultants, LLC
950 Pacific Ave
Tacoma WA 98402

22. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

23. Compliance with Laws. The Consultant agrees to comply with all federal, state, and

municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.


25. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CITY OF BONNEY LAKE

CONSULTANT

Name: _____
Title: _____
Date: _____



Name: Tom Giese, P.E.
Title: Vice President
Date: 12/04/2023

ATTEST

Sadie A. Schaneman, CMC City Clerk

APPROVED AS TO FORM

Jennifer S. Robertson, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Scope of Services is described in the attached Proposal dated November 2023 which is attached hereto and incorporated herein.

EXHIBIT B
Rates of Service

EXHIBIT A

SCOPE OF WORK

City of Bonney Lake

SR 410 Sewer Trunk Evaluation

Statement of Understanding

The City of Bonney Lake (City) owns and operates a wastewater conveyance system, including gravity sewer pipes, pump stations and pressure force mains. All wastewater generated by City customers is generally conveyed north along State Route (SR) 410 and then west along 75th Street East and SR 410 for ultimate treatment at the City of Sumner Wastewater Treatment Facility. Historical operational data suggests that approximately 70% of Bonney Lake's wastewater is conveyed through Lift Station (LS) 17. LS 17 is equipped with four pumps, all of which operate on variable frequency drives (VFDs). The remaining (approximately 30%) flow is generated by residential properties northeast of SR 410 in the south Lake Tapps' neighborhoods. Flow from this area enters the SR 410 sewer trunk on Myers Road, downstream of the LS 17 discharge point.

It is understood the City has observed surcharging during winter wet weather events. Surcharging occurs at and immediately downstream of Sanitary Sewer Manhole (SSMH) #37, approximately midway up the SR 410 hill to Bonney Lake. In this section of the City's wastewater system, the sewer trunk turns west at SSMH #37 in SR 410 to a steeper hillside easement going down to 75th Street East in the Sumner-Orting Valley. The City has observed surcharging to coincide with LS 17 operating conditions; when three LS 17 pumps are running, surcharging is observed between the pipe crown and manhole lids and when four LS 17 pumps are running, wastewater is likely to overflow the manholes and spill to grade. The City monitors LS 17 and the affected area during wet weather events to mitigate the surcharging. A few upgrade and replacement projects were completed along this section of conveyance infrastructure in the 2000s, generally establishing an 18-inch diameter pipeline system.

The purpose of this evaluation is to determine primary causes of the surcharging and to provide the City with construction improvement recommendations to reduce and/or eliminate future surcharging events. Under this Scope of Work (SOW), BHC Consultants, LLC (BHC) will:

- request and review available records and anecdotal information related to the wastewater system in the affected area of surcharge;
- provide suggested field-testing protocol and attend field testing to help determine cause of capacity limitations;
- build and analyze a truncated hydraulic model to simulate field conditions; and
- determine, evaluate and model up to three (3) improvement recommendations to reduce or eliminate future surcharging events.

The evaluation summary, including improvement recommendations and opinion of probable construction costs, will be delivered to City in a draft and final technical memorandum format.

Scope of Work

The Scope of Work tasks are separated into four components where applicable:

1. Work Tasks: tasks that will be completed by BHC;
2. Receivables: elements that will be provided by the City;
3. Assumptions: assumptions used to develop each work task; and
4. Deliverables: the draft and/or finished product(s) that will be delivered to the City.

Estimated Fee

The estimated fee for Engineering Services is \$84,830. A breakdown of the fee estimate is included as Exhibit B.

Schedule

The proposed project schedule allows for approximately 6-months between Notice to Proceed and final Technical Memorandum deliverable. The following milestone targets are expected:

- Notice to Proceed – January 2023.
- Data Collection and Review – February 2024.
- Field Investigations – March/April 2024.
- Trunk Evaluation – March 2024 through May 2024.
- Draft SR 410 Sewer Trunk Evaluation Technical Memorandum – May 2024.
- Final SR 410 Sewer Trunk Evaluation Technical Memorandum – June 2024.

Task 1 – Project Management

Task 1 includes project management activities to facilitate the SR 410 Sewer Trunk Evaluation.

Work Tasks:

- 1.1 Project Initiation and Work Plan. Input task and budget information into BHC management software for progress tracking and invoicing. Develop and distribute a project work plan to City and BHC team members, including schedule, responsibilities, and level-of-effort.
- 1.2 Client and Team Coordination. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the project. Includes assumed twelve (12) typically bi-weekly, conference call status meetings to discuss project progress and coordinate work execution. Client participation in any/all status meetings will be established based on desire, need and agenda.
- 1.3 Monthly Invoices and Progress Reports. Prepare up to six (6) monthly progress reports and monthly invoices.
- 1.4 Quality Assurance/Quality Control (QA/QC) Program. Conduct quality control reviews of all project deliverables. In adherence with company policy, the Project Manager will engage a reviewer not directly involved in the project. A record of internal redlines and resultant revisions will be maintained.

Receivables:

- Notice-to-Proceed (NTP) and executed agreement.

Assumptions:

- Project duration from Notice-to-Proceed (NTP) will be no longer than six (6) months.
- Quality control reviews of up to three (3) hours will be supported for each of the major deliverable work products.

Deliverables:

- Scope and budget proposal.
- Monthly invoicing and progress reports.

Task 2 – Data Collection and Review

Task 2 includes collection and review of data to inform the SR 410 Sewer Trunk Evaluation.

Work Tasks:

2.1 Information Request and Review. Provide City with table of requested data to be used for SR 410 Sewer Trunk Evaluation. The following is a preliminary list of requested information. Some of this information may have already been received during scoping. The actual request will vary based on information already obtained by or available publicly to the BHC, or if additional information is deemed useful.

- Record Drawings – LS 17, SR 410 Sewer Main, Sewer Main from SR 410 to Sumner.
- Flow Data – LS 17-meter data, LS 17 runtimes, Sumner meter, etc.
- Closed Circuit Television (CCTV) video inspections.
- Geographic Information System (GIS) files – mains, force mains, lift stations, manholes, etc.
- LS 17 pump and motor data.
- LS 17 controls narrative.

2.2 Site Visit. BHC will attend up to one (1) site visit to further observe field conditions. If possible, BHC will try to schedule the site-visit during a wet weather event to observe system conditions during surcharging.

Receivables:

- Requested information as detailed in Task 2.1.

Assumptions:

- GIS information reflects current record drawings so that they can be used for direct import to model software without major updates or management by BHC.
- Up to two (2) persons from BHC will attend the site visit.

Deliverables:

- Table of requested data.

Task 3 – Field Investigations

Task 3 includes development and execution of field-testing procedures to aid in determining the system capacity limitations.

Work Tasks:

- 3.1 Develop Field Investigations, Procedures and Protocol. Using available information, BHC will develop suggested field-testing procedures and protocol to aid in identifying potential cause(s) of capacity limitations. BHC will provide draft field-testing procedures and protocol to City for input and discussion.
- 3.2 Meet with City. BHC will schedule and attend a meeting to discuss field testing procedures and protocol with City. BHC will modify field testing procedures and protocol based on City comments and/or concerns.
- 3.3 Field Investigation. BHC will attend on-site field testing for observation and to record results. BHC will provide City with summary of results of field investigations via electronic correspondence, for later incorporation within the Technical Memorandum.

Receivables:

- City comments on draft field-testing procedures and protocol.

Assumptions:

- City will provide all necessary staff to assist in field investigation. BHC will not operate any components of City wastewater system to assist in field investigation.
- Up to two (2) people from BHC will attend the field investigation.
- Meeting with City will be conducted remotely via video-conferencing software (e.g. MS Teams). Up to three (3) people from BHC will attend.

Deliverables:

- Field Testing Procedures and Protocol – Draft and Final.
- Summary of field investigation activities and results.

Task 4 – Trunk Evaluation

Task 4 includes interpretation of data collection and field testing; modeling a truncated area of the system to simulate field conditions; and evaluation of up to three (3) improvement alternatives.

Work Tasks:

- 4.1 Develop Hydraulic Model – Physical System. Using GIS and record drawings, develop a truncated hydraulic model. Physical system development includes import of pipe material, pipe diameters, manhole location and sizing, LS 17 configuration and pumping output, and other physical system conditions required to model the system hydraulics. Coordination of field measurement and validation of existing infrastructure dimensional information will be performed with City operations staff to address data gaps, conflicts, or anomalies.

- 4.2 Input Flows and Validate Model to Existing System Performance. Input wastewater flows at the Myers Road East connection and upstream of LS 17. Update model based on known flow information and simulate up to three (3) wet weather flow scenarios. Wet weather flow scenarios are anticipated to represent scenarios where LS 17 has two, three and/or four pumps in operation. Use initial model run results to compare against field observed flow conditions and make model adjustments to calibrate and align results. Prepare workshop materials and summary of calibration efforts, along with conclusions drawn, as appropriate, regarding suspected areas of hydraulic restriction that might inform alternative improvements evaluated.
- 4.3 Model Workshop with City. BHC will conduct a remote workshop with appropriate City representatives. Purpose of workshop will be to discuss model progress and preliminary results from hydraulic analysis. City feedback will be documented and updates to the model will be made, if necessary. City and BHC may also utilize the workshop to brainstorm construction improvements for subsequent evaluation.
- 4.4 Development of Improvement Alternatives. BHC will provide up to three (3) improvement alternatives to reduce or eliminate future surcharging. Construction feasibility will also be considered in development of the improvement alternatives. BHC will provide draft improvement alternatives to City for review and comment before further evaluation.
- 4.5 Evaluation of Improvement Alternatives. BHC will update the hydraulic model to reflect each of the three (3) improvement alternatives. The flow scenarios will be simulated for each improvement alternative and the model will be used as a proxy for how the system will react if improvement alternative is implemented.
- 4.6 Costing of Improvement Alternatives. BHC will develop an opinion of probable project cost (OPPC) for each of the three (3) improvement alternatives.

Receivables:

- City comments and input on model development and draft improvement alternatives.

Assumptions:

- Model software will be either MIKE+ by DHI, PCSWMM by CHI, or InfoWorks ICM by Autodesk. Recommendation for modeling software platform will be discussed prior to model development and is subject to review of available data and discussion of City's modeling needs.
- GIS files can be imported directly to the hydraulic model with minimal manipulation or adjustment. If GIS files do not contain necessary attribute information (pipe diameter, pipe material, etc.), BHC will require a budget amendment to build model based on record drawing information.
- Up to three (3) construction improvements will be evaluated and estimated in Task 4.
- The evaluation is based on existing system conditions only. No future wastewater system analysis is included in this SOW (e.g. additional connections, LS 17 improvements, system improvements other than directly related to capacity improvement alternatives discussed above).
- Truncated hydraulic model will consist of, at most, wastewater infrastructure from LS 17 to sewer trunk infrastructure at Highway 162 and SR 410 intersection.
- Model workshop with City will be conducted remotely via video-conferencing software (e.g. MS Teams). Up to two (2) BHC members will attend.

Deliverables:

- Truncated hydraulic model – results and model files.
- Improvement alternatives OPPCs.

Task 5 – Technical Memorandum

Task 5 includes development of a draft and final Technical Memorandum to summarize the efforts in Tasks 2 through 4.

Work Tasks:

- 5.1 SR 410 Sewer Trunk Evaluation Technical Memorandum - Draft. BHC will develop A Technical Memorandum to summarize efforts in Task 2 through 4. BHC will provide the Technical Memorandum to the City for review and comment.
- 5.2 Meet with City. After BHC receives comment on the draft Technical Memorandum, BHC will schedule and attend the meeting to discuss City comments. If not already determined, BHC and City will agree to a preferred alternative which will be documented in the Final Memorandum.
- 5.3 SR 410 Sewer Trunk Evaluation Technical Memorandum - Final. BHC will finalize the Technical Memorandum to address City comments and document a preferred alternative. Final Technical Memorandum will be stamped and signed by at least one (1) BHC professional engineer.

Receivables:

- City comments on Draft Technical Memorandum.

Assumptions:

- Technical Memorandum anticipated to include one conceptual GIS plan figure for each improvement alternative, as well as supportive modeling hydraulic profile/results generated figures.
- The meeting with the City will be conducted remotely via video-conferencing software (e.g. MS Teams).

Deliverables:

- SR 410 Sewer Trunk Evaluation Technical Memorandum – Draft and Final.

EXHIBIT B

Project Budget

Exhibit B - Project Budget															
City of Bonney Lake															
SR 410 Sewer Trunk Evaluation															
		Principal in Charge/ QA-QC		Project Manager		Senior Modeler		Staff Engineer		GIS Technician		Clerical Support		TOTAL	
		\$270		\$240		\$225		\$145		\$150		\$135			
		C. Kelsey		J. Zier		K. Cook		K. Garcia		C. Tolentino/D. Knight		Coughlin/Fritchman			
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	Project Management														
1.1	Project Initiation and Work Plan	2	\$ 540	8	\$ 1,920	4	\$ 900	0	\$ -	0	\$ -	2	\$ 270	16	\$ 3,630
1.2	Client and Team Coordination	4	\$ 1,080	12	\$ 2,880	6	\$ 1,350	0	\$ -	0	\$ -	0	\$ -	22	\$ 5,310
1.3	Monthly Invoice and Progress Reports	0	\$ -	6	\$ 1,440	0	\$ -	0	\$ -	0	\$ -	12	\$ 1,620	18	\$ 3,060
1.4	Quality Assurance/Quality Control (QA/QC) Program	6	\$ 1,620	6	\$ 1,440	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 3,060
	Sub-Total	12	\$ 3,240	32	\$ 7,680	10	\$ 2,250	0	\$ -	0	\$ -	14	\$ 1,890	68	\$ 15,060
2	Data Collection and Review														
2.1	Information Request and Review	0	\$ -	4	\$ 960	8	\$ 1,800	8	\$ 1,160	0	\$ -	0	\$ -	20	\$ 3,920
2.2	Site Visit	0	\$ -	4	\$ 960	4	\$ 900	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,860
	Sub-Total	0	\$ -	8	\$ 1,920	12	\$ 2,700	8	\$ 1,160	0	\$ -	0	\$ -	28	\$ 5,780
3	Field Investigations														
3.1	Develop Field Investigations, Procedures and Protocol	2	\$ 540	4	\$ 960	4	\$ 900	8	\$ 1,160	0	\$ -	0	\$ -	18	\$ 3,560
3.2	Meet with City	1	\$ 270	2	\$ 480	2	\$ 450	2	\$ 290	0	\$ -	0	\$ -	7	\$ 1,490
3.3	Field Investigation	0	\$ -	4	\$ 960	4	\$ 900	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,860
	Sub-Total	3	\$ 810	10	\$ 2,400	10	\$ 2,250	10	\$ 1,450	0	\$ -	0	\$ -	33	\$ 6,910
4	Trunk Evaluation														
4.1	Develop Hydraulic Model - Physical System	1	\$ 270	8	\$ 1,920	16	\$ 3,600	32	\$ 4,640	0	\$ -	0	\$ -	57	\$ 10,430
4.2	Input Flows and Validate Model to Existing System Performance	1	\$ 270	4	\$ 960	16	\$ 3,600	32	\$ 4,640	0	\$ -	0	\$ -	53	\$ 9,470
4.3	Model Workshop with City	0	\$ -	4	\$ 960	4	\$ 900	2	\$ 290	0	\$ -	0	\$ -	10	\$ 2,150
4.4	Development of Improvement Alternatives	2	\$ 540	4	\$ 960	8	\$ 1,800	16	\$ 2,320	0	\$ -	0	\$ -	30	\$ 5,620
4.5	Evaluation of Improvement Alternatives	2	\$ 540	8	\$ 1,920	16	\$ 3,600	24	\$ 3,480	0	\$ -	0	\$ -	50	\$ 9,540
4.6	Costing of Improvement Alternatives	0	\$ -	12	\$ 2,880	2	\$ 450	24	\$ 3,480	0	\$ -	0	\$ -	38	\$ 6,810
	Sub-Total	6	\$ 1,620	40	\$ 9,600	62	\$ 13,950	130	\$ 18,850	0	\$ -	0	\$ -	238	\$ 44,020
5	Technical Memorandum														
5.1	SR 410 Sewer Trunk Evaluation Technical Memorandum - Draft	0	\$ -	4	\$ 960	8	\$ 1,800	16	\$ 2,320	12	\$ 1,800	6	\$ 810	46	\$ 7,690
5.2	Meet with City	2	\$ 540	2	\$ 480	2	\$ 450	2	\$ 290	0	\$ -	0	\$ -	8	\$ 1,760
5.3	SR 410 Sewer Trunk Evaluation Technical Memorandum - Final	0	\$ -	2	\$ 480	4	\$ 900	8	\$ 1,160	4	\$ 600	2	\$ 270	20	\$ 3,410
	Sub-Total	2	\$ 540	8	\$ 1,920	14	\$ 3,150	26	\$ 3,770	16	\$ 2,400	8	\$ 1,080	74	\$ 12,860
Total Direct Labor		23	\$ 6,210	98	\$ 23,520	108	\$ 24,300	174	\$ 25,230	16	\$ 2,400	22	\$ 2,970	441	\$ 84,630
Other Direct Costs (Travel/Mileage)															\$ 200
														TOTAL: \$ 84,830	

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

Department/Staff Contact: Public Services / Deon Payne	Meeting/Workshop Date: December 12, 2023	Agenda Bill Number: AB23-159
Agenda Item Type: Motion	Ordinance/Resolution/Motion Number: M23-159	Sponsor:

Agenda Subject: Motion to Accept as Complete the Tacoma Point Reservoir Replacement Project.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Tacoma Point Reservoir Replacement Project With T. Bailey Inc.

Administrative Recommendation: Approve.

Background Summary: Resolution 2950 dated June 22, 2021 awarded the construction contract to T. Bailey Inc. for the Tacoma Point Reservoir Replacement Project. The project included the construction of a 3.5 million gallon welded steel reservoir which included associated site work of water, stormwater, power, and telemetry utilities, mass grading, stormwater detention pond, and a concrete massonry unit control building. See the attached Project Completion Report for detailed information of this project. As a matter of housekeeping, this project has been reconciled, accepted as complete by the City Engineer and the project close out documents are complete.

Attachments: Project Completion Report, Bill of Sale

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 Retainage in the amount of \$282,847.22.

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 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): 12/12/2023	Tabled to Date:

APPROVALS

Director: <i>Ryan Johnstone</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)
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PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Tacoma Point Reservoir Replacement

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council:

\$6,973,601

City Fund Source(s):

Total Project Budget Utilized=

\$6,835,737

Project Expenditures:

Planning/Study =

\$0

Design =

\$334,913

Construction Management=

\$235,688

Construction=

\$6,186,685

Inspections=

\$13,210

Miscellaneous=

\$65,242

Total Project Cost =

\$6,835,737

Itemization of Project Expenditures:**Planning/Study****Actual Costs**

Comprehensive Facilities Plan Approved by City Council:

Study Required:

FY Funding in Budget:

Study Contract NTP Date:

Study Contract Completion Date:

Planning Actual
Total =

\$0

\$0

Design

Date RFP Issued

N/A

Design Contract Award Date:

3/24/2020

Design Contract Completion Date:

12/31/2022

Design Consultant(s):

RH2 Engineering

Contract Amount:

\$364,800

\$325,291

Scope of Work Changes:

Date

1 None

Change Order Summary:

1

1/17/2022

\$9,722

\$9,622

Contract Total

\$374,522

Design Actual
Total =

\$334,913

Construction Management

Date RFP Issued

CM Contract Award Date:

6/22/2021

CM Contract Completion Date:

8/15/2023

CM Consultant(s):

RH2 Engineering

Contract Amount:

\$207,500

\$235,688

Scope of Work Changes:

Date

1 None

Change Order Summary:

1 None

Contract Total

\$207,500

CM Actual Total
=

\$235,688

Construction

Date of Advertisement:	<u>5/12/2021</u>	
Bid Opening Date:	<u>6/2/2021</u>	
Engineer's Estimate:	<u>\$5,981,000</u>	
Low Responsive/Responsible Bid:	<u>\$6,210,011</u>	\$6,186,685
General Contractor	<u>T Bailey Inc</u>	
Contract Award Date:	<u>6/23/2021</u>	
Contract Completion Date:	<u>6/19/2023</u>	
Closeout Date:	<u>12/12/2023</u>	

Scope of Work Changes:	<u>Date</u>
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1	None
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Change Order Summary:

1	None
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Contract Total	\$6,210,011
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Construction Actual Total =

\$6,186,685

Engineer's Estimate

	<u>Contract Amount</u>	<u>Actual</u>
Low Bid/Contract	\$6,210,011	\$6,186,685
Contingency 10%	\$621,011	\$0
Total	\$6,831,022	\$6,186,685

Total Budget for construction=	\$6,831,022
Actual	\$6,186,685

Under Budget	\$644,337
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Inspections

Date RFP Issued	<u>N/A</u>	
Inspection Contract Award Date:	<u>10/19/2021</u>	
Inspection Contract Completion Date:	<u>10/31/2022</u>	
Inspection Consultant(s):	<u>QCIC</u>	
Contract Amount:	<u>\$12,920</u>	\$12,920

Scope of Work Changes:	<u>Date</u>
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1	None
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Change Order Summary:

1

11/9/2022	\$3,330
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Contract Total	\$16,250
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Inspections Actual Total =

\$290

\$13,210

Miscellaneous

Type	
Permits	\$25,328
Surveying	\$16,590
Water Samples	710
Testing	7437
Misc Design	\$3,591
Misc Construction	\$11,586

Miscellaneous Actual Total =
Total Project Cost=

\$65,242

\$6,835,737

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: Tacoma Point Tank Replacement

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:

WATER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size		Type	Item	Cost
1	LS	na	=		Site Utilities	\$ 620,000.00
170	TN	na	=		HMA	\$ 23,645.00
1	LS	na	=	Structural	Contractor Design/Calcs	\$ 20,000.00
1	LS	na	=		Reservoir Foundation	\$ 800,000.00
1	LS	na	=		Reservoir Floor, Shell, Roof	\$ 2,200,000.00
1	LS	na	=		Reservoir Appurtenances	\$ 370,000.00
1	LS	na	=		Reservoir Finishes	\$ 310,000.00
1	LS	na	=		Reservoir Mural	\$ 58,000.00
1	LS	na	=		CMU Building	\$ 115,000.00
1	LS	na	=		Electrical	\$ 290,000.00
1	LS	na	=		Telemetry and Control	\$ 60,000.00
1	LS	na	=		Water Quality Analyzer	\$ 25,297.76
					Total	\$ 4,891,942.76
Include Sales Tax if applicable					9.4 % tax	\$ 459,842.62
					TOTAL COST FOR WATER SYSTEM	\$ 5,351,785.38
Cost of Fire Hydrants with applicable Sales Tax						\$ 0

ENGINEERING AND CONSTRUCTION SERVICES

Item	Cost
Engineering Design Services	\$ 364,700.00
Construction Services	\$ 225,021.12
19,223Permitting fees	\$ 20,796.31

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 27th day of September, 2023.

Douglas Budzynski

Name

Title (project manager)

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

Department/Staff Contact: Public Services / Deon Payne	Meeting/Workshop Date: December 12, 2023	Agenda Bill Number: AB23-160
Agenda Item Type: Motion	Ordinance/Resolution/Motion Number: M23-160	Sponsor:

Agenda Subject: Motion to Accept as Complete the MTU and Radio Communication Installation Project.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The MTU And Radio Communication Installation Project With Source Electric, LLC.

Administrative Recommendation: Approve.

Background Summary: Resolution 3046 dated May 17, 2022 awarded the construction contract to Source Electric, LLC for the MTU and Radio Communication Installation Project. The project included the relocation of radio communications panel and antenna from the top of a reservoir to the City's Public Works Building. The project also consisted of the fabrication of a master telemetry unit control panel for the Public Works Building and the fabrication of one sewer lift station telemetry panel and replacement of an existing telemetry panel at one sewer lift station. Along with the installation of two submersible level transmitters at two sewer lift stations. See the attached Project Completion Report for detailed information of this project. As a matter of housekeeping, this project has been reconciled, accepted as complete by the City Engineer and the project close out documents are complete.

Attachments: Project Completion Report, Bill of Sale

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 Retainage in the amount of \$7,850.00

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Approvals:	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 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): 12/12/2023	Tabled to Date:

APPROVALS

Director: <i>Ryan Johnstone</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)
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PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: MTU Radio Communication Installation

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council:

\$275,241

City Fund Source(s):

Water & Sewer SDC's

Total Project Budget Utilized=

\$258,113

Project Expenditures:

Planning/Study =

\$0

Design =

\$56,516

Programming Upgrades=

\$29,683

Construction=

\$171,915

Inspections=

\$0

Miscellaneous=

\$0

Total Project Cost =

\$258,113

Itemization of Project Expenditures:**Planning/Study****Actual Costs**

Comprehensive Facilities Plan Approved by City Council:

Study Required:

FY Funding in Budget:

Study Contract NTP Date:

Study Contract Completion Date:

Planning Actual
Total =

\$0

\$0

Design

Date RFP Issued

N/A

Design Contract Award Date:

7/27/2021

Design Contract Completion Date:

9/30/2023

Design Consultant(s):

RH2 Engineering

Contract Amount:

\$61,373

\$56,516

Scope of Work Changes:

Date

1 None

Change Order Summary:

1 None

Contract Total

\$61,373

Design Actual
Total =

\$56,516

Programming Upgrades

Date RFP Issued

N/A

CM Contract Award Date:

3/28/2023

CM Contract Completion Date:

10/4/2023

CM Consultant(s):

Parametrix Inc

Contract Amount:

\$71,855

\$29,683

Scope of Work Changes:

Date

1 None

Change Order Summary:

1 None

Contract Total

\$71,855

CM Actual Total
=

\$29,683

Construction

Date of Advertisement:
 Bid Opening Date: 4/27/2022
 Engineer's Estimate: \$168,923
 Low Responsive/Responsible Bid: \$171,758 \$171,915
 General Contractor: Source Electric LLC
 Contract Award Date: 5/17/2022
 Contract Completion Date: 10/4/2023
 Closeout Date: 12/12/2023

Scope of Work Changes: Date

1 None

Change Order Summary:

1 None

Contract Total \$171,758

Construction Actual Total = **\$171,915**

Engineer's Estimate

	<u>Contract Amount</u>	<u>Actual</u>
Low Bid/Contract	\$171,758	\$171,758
Contingency 10%	\$17,176	\$157
Total	\$188,934	\$171,915

Total Budget for construction=
Actual

\$188,934

\$171,915

Under Budget \$17,019

Inspections

Date RFP Issued: _____
 Inspection Contract Award Date: _____
 Inspection Contract Completion Date: _____
 Inspection Consultant(s): _____
 Contract Amount: _____
 Scope of Work Changes: Date
 1 None
 Change Order Summary:
 1

Contract Total \$0

Inspections Actual Total = **\$0**

Miscellaneous

Type

Miscellaneous Actual Total = **\$0**
 Total Project Cost= **\$258,113**

PW Infrastructure Addition(s):

See attached Bill of Sale form

City of Bonney Lake, Pierce County
BILL OF SALE

Project Title SCADA System MTU Upgrades

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	Panel	=	Control Panel	Master Telemetry Unit and Public Works Building Electrical	\$	26,000.00
1	EACH of	Panel	=	Control Panel	Master Telemetry Unit and Public Works Building Automatic Control	\$	55,000.00
1	EACH of	Panel	=	Control Panel	Electrical Installation at Lift Station No. 7	\$	19,000.00
1	EACH of	Panel	=	Control Panel	Automatic Control at Lift Station No. 7	\$	33,000.00
1	EACH of		=	Level Transmitter	Electrical and Automatic Control at Lift Station No. 21	\$	9,000.00
						Subtotal	\$ 142,000.00
Include Sales Tax if applicable						9.4 % tax	\$ 13,348.00
						TOTAL COST FOR SANITARY SEWER SYSTEM	\$ 155,348.00

ENGINEERING AND CONSTRUCTION SERVICES

Item	Cost
Engineering Design Services	\$ 61,373.00
Construction Services	\$ 71,855.00
Permitting fees	\$ 0.00

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 27 day of September, 2023.

Douglas Budzynski

Name

Title (project manager)

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

Department/Staff Contact: Administrative Services / Chuck McEwen	Meeting/Workshop Date: December 12, 2023	Agenda Bill Number: AB23-156
Agenda Item Type: Resolution	Ordinance/Resolution/Motion Number: 3192	Sponsor:

Agenda Subject: An Agreement with Pierce County for City of Bonney Lake to provide Senior Services reimbursable up to \$22,758 per year for the years 2024-2025.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Reimbursement Contract With Pierce County For Senior Services Rendered By The City Up To A Total Of \$45,516 During Calendar Years 2024-2025.

Administrative Recommendation: Approve.

Background Summary: Pierce County Department of Human Services issued an RFP for entities willing to provide senior services within Pierce County. The RFP limits reimbursable expenses to such things as salaries, contracted professional services, general office and operating supplies, communications, rent, insurance and public utilities expenses. As a long-time provider of senior services the Bonney Lake Senior Services Division submitted a response to the RFP. Pierce County has awarded the City \$22,758 for each of the next two years for reimbursement of salaries. The Senior Center used the previous grants in 2020-2021 & 2022-2023 to transfer one of the existing Senior Aides to the position of Senior Center (Services) Assistant and to provide a designated backup to Senior Services Manager Sue Hilberg and to also add an extra-hire position to assist with programming, new classes and outreach at the Senior Center. The Senior Center proposed to continue this in 2024-2025.

Attachments: Resolution 3192, Contract, and Memo.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance \$22,758	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input checked="" type="checkbox"/> Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Finance Committee	<i>Approvals:</i>	Yes	No
	Date: 12 December 2023	Chair/Councilmember Terry Carter	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to: Full Council	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): 12/12/2023	Tabled to Date:

APPROVALS

Director: <i>Chuck McEwen</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: Dec 6 th 2023 (if applicable)
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RESOLUTION NO. 3192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A REIMBURSEMENT CONTRACT WITH PIERCE COUNTY FOR SENIOR SERVICES RENDERED BY THE CITY OF BONNEY LAKE UP TO A TOTAL OF \$45,516 DURING THE CALENDAR YEARS 2024-2025.

WHEREAS, the City of Bonney lake has responded to a request for Proposals for the provision of senior services; and

WHEREAS, the City of Bonney Lake is a long-time provider of senior services through its Senior Center and Senior Services Programs; and

WHEREAS, Pierce County has issued a contract to the City of Bonney Lake to reimburse up to \$22,758 per year in salaries for Calendar years 2024-2025;

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

Section 1. Authorization of Contract. The Mayor is authorized to sign the contract with Pierce County for the reimbursement of senior center salaries in the amount of \$22,758 per year for the calendar years of 2024 & 2025 substantially in the form attached to this resolution.

Passed by the City Council this 12th day of December 2023.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

CLIENT SERVICE AGREEMENT FOR
SENIOR CENTER SERVICES**Title:** City of Bonney Lake, d.b.a. Bonney Lake Senior Center**Contract Number:** SC-**Start Date:** January 1, 2024**End Date:** December 31, 2025**Fiscal Year:** 24/25

The County reserves the right to extend this Agreement for additional periods. The decision to extend is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Contractor during the period specified in this Agreement. Notification of intent to extend Agreement for additional periods with the Contractor will occur prior to the expiration of this Agreement.

INITIAL CONTRACT FUNDING NOT TO EXCEED:

\$

Total Amount Per Fund Source – Fund sources are broken down and identified due to spending restrictions on each one.**County General Funds**

N/A

N/A

N/A

\$45,516

\$0

\$0

\$0

Contractor: City of Bonney Lake, d.b.a. Bonney Lake Senior Center**Mailing Address:** 9002 Main St E, Box 10, Bonney Lake, WA 98391**Contact Name:** Sue Hilberg**Title:** Senior Center Manager**Phone:** 253-447-4327**Email:** hilbergs@cobl.us**Contract Signer:** Chuck McEwen, Admin Services Director**Email:** mcewenc@ci.bonney-lake.wa.us**Agency UBI:** 277-000-893**Aging & Disability Resources Contract Team****Contract Owner:** Shannon McKinney**Email:** Shannon.McKinney@piercecounitywa.gov**Program Contact:** Nellis Kim**Email:** Nellis.Kim@piercecounitywa.gov**Fiscal Contact:** Shawna Brashears**Email:** Shawna.Brashears@piercecounitywa.gov

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, County and Contractor, mutually agree that Contractor shall provide the services and comply with the requirements set forth herein and the exhibits and attachments, incorporated by reference into this Agreement:

EXHIBITS AND ATTACHMENTS

A: Statement of Work

D: General Terms and Conditions

B: Compensation and Financial Requirements

E: Insurance Requirements

C: Special Terms and Conditions

F: Senior Center Participant Survey

This Agreement, including all Exhibits and other documents incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings and representations, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter this Agreement.

Contractor Signature	Printed Name and Title	Date
Approved As to Form Only by Deputy Prosecuting Attorney	Date	Gary Robinson, Finance Director Date
Heather Moss, Human Services Director	Date	Bruce Dammeier, County Executive (over \$250k) Date

EXHIBIT A – STATEMENT OF WORK

City of Bonney Lake, d.b.a. Bonney Lake Senior Center hereinafter referred to as the “Contractor” has been awarded an Agreement by Pierce County, hereinafter referred to as the “County”, reflected by the **Total Contract Funding** set forth herein on page one (1) of this Agreement. The Contractor shall use this funding to implement the Agreement requirements set forth below.

1. DEFINITIONS

For purposes of this Agreement, the term:

- 1.1. “Agreement” or “Contract” means this document and all Exhibits and other documents incorporated by reference, containing all terms and conditions agreed upon by the parties.
- 1.2. “CFR” means Code of Federal Regulations.
- 1.3. “Client” means an individual who receives services, or is eligible to receive services, under this Agreement.
- 1.4. “RCW” means Revised Code of Washington.
- 1.5. “WAC” means Washington Administrative Code.

2. BACKGROUND AND PURPOSE

2.1. Senior Center Services

- 2.1.1. Funding is provided pursuant to Chapter 2.49.070 of the Pierce County Code to support senior centers within Pierce County that demonstrate the ability to consistently deliver high quality, cost-effective programs that improve the health, well-being, and independence of vulnerable populations. High quality programs are those that:
 - 2.1.1.1. Respond to the needs and interests of a diverse population of older adults from different cultural, generational and socioeconomic backgrounds, and with increasingly complex social and physical needs;
 - 2.1.1.2. Offer and encourage participation in evidence-based programs;
 - 2.1.1.3. Employ strategies to increase participation from older adults who do not regularly attend senior centers including, but not limited to, those who do not have access to a senior center in their neighborhood; and those whose language and culture may present a challenge to participation;
 - 2.1.1.4. Build upon neighborhood strengths and community assets;
 - 2.1.1.5. Develop partnerships that leverage and fully utilize existing resources, and which are supported by diverse and sustainable funding streams; and
 - 2.1.1.6. Hire and retain quality staff and provide opportunities to develop local leaders/volunteers to support the center and the community.

3. TERM OF AGREEMENT

- 3.1. The initial term of this Agreement begins on the Start Date listed on page 1 of this Agreement and ends on the End Date listed on page 1 of this Agreement.

4. CONTRACTOR RESPONSIBILITIES

4.1. Service Delivery

- 4.1.1. The Contractor must operate both scheduled and drop-in activities for seniors a minimum of three (3) days per week, five (5) hours per day.

- 4.1.2. The Contractor must regularly engage in community outreach to inform Pierce County residents of the services available at the senior center. Outreach consists of activities that locate and recruit older adults living in the community who do not regularly participate in senior center programs. Outreach examples include flyers, newsletters, social media campaigns, participation in community events, presentations, and one-on-one informational sessions. Outreach must be designed to reach the target populations for senior center services as described in section 4.2.
- 4.1.3. The Contractor's senior center services must include a minimum of three (3) of the following service components each week, either directly or in partnership with another agency or program.
 - 4.1.3.1. Health Promotion, Wellness, and Fitness: Educate, support, and provide opportunities for people to make choices that improve health, well-being, and fitness. Examples include health screening (blood pressure, blood glucose checks), health education, evidence-based exercise classes designed for older adults, foot care, and training to self-manage chronic conditions.
 - 4.1.3.2. Food and Nutrition: Provide access to food and/or nutrition education to address food security and promote healthy eating/nutrition. Examples include congregate meals, home delivered meals, nutrition education/counseling, cooking classes, community kitchens, and food banks.
 - 4.1.3.3. Education, Recreation, Socialization, and Personal Growth: Scheduled activities or opportunities led by paid staff or volunteers that are designed to build relationships among clients, teach new skills, and/or enhance and use participants' skills. Examples include guest lecturers, cultural activities, computer classes, card and board games, crafts, dances, classes/workshops, trips/excursions, volunteer programs, and leadership development programs.
 - 4.1.3.4. Social Services: Social service assistance provided by a qualified staff member or volunteer, or in partnership with other community-based organizations. Examples include but are not limited to providing information to help clients access services; providing information on public benefits programs (food stamps, Medicare, Supplemental Security Income, energy assistance); helping clients fill out insurance, benefit, or entitlement eligibility forms and applications; and connecting clients to resources.
- 4.1.4. The Contractor will furnish general information and referral services to older adults that enable them to access community-based support services.
- 4.1.5. The Contractor will engage in cooperative planning with other aging services providers in order to enhance the type and range of services available to the population it serves.
- 4.1.6. The Contractor agrees to provide services in accordance with the National Institute of Senior Centers' (NISC) National Senior Center Standards ([The National Institute of Senior Centers \(ncoa.org\)](http://www.ncoa.org)).
- 4.1.7. The Contractor must have either a Board of Directors or a senior center-specific Advisory Board/Council that meets regularly for the purpose of providing community and participant input into center operations, including program planning and design, service delivery and evaluation, and outreach and marketing.

- 4.1.8. The Contractor must maintain an electronic system for tracking and reporting unduplicated senior center participants and activities on a twice-yearly basis or upon request from PCHS.

4.2. Population Served / Eligibility

- 4.2.1. Senior center services and senior center outreach must be directed to the target population which includes persons ages fifty-five (55) and older, and including those who are:
 - 4.2.1.1. Members of racial or ethnic minority groups;
 - 4.2.1.2. Lesbian, gay, bisexual, and transgender older adults;
 - 4.2.1.3. Older adults living with HIV or AIDS;
 - 4.2.1.4. Low-income;
 - 4.2.1.5. Primarily communicating in languages other than English; and
 - 4.2.1.6. Frail, vulnerable older adults who may be living with a disability or chronic condition.

5. PERFORMANCE METRICS

- 5.1. The Contractor shall provide the following performance measure(s):
 - 5.1.1. By September 30, 2024, the Contractor will complete the NISC *Building Excellence Senior Center Self-Assessment*. Free affiliate members of NISC can obtain the self-assessment toolkit from NISC. Copies of the Contractor's completed self-assessment worksheets for each standard must be submitted to PCHS no later than December 31, 2024.
 - 5.1.1.1. Outcomes: Contractor will evaluate compliance with the NISC National Senior Center Standards as required by 23-001-ADR-RFP and this agreement.
 - 5.1.1.2. Outputs: Contractor and PCHS will utilize the results of the self-assessment to develop performance improvement plans that will help to align Contractor performance with NISC Standards.
 - 5.1.2. By July 31st of each year the Contractor must administer and provide the results of the annual Senior Center Client Satisfaction Survey and a mid-year report to PCHS. Content of the mid-year report will be provided to the Contractor by PCHS staff by July 1st of each year.
 - 5.1.2.1. Outcomes: Senior Centers will have direct client input that will be used to develop or modify services that meet the needs and interests of participants. Output: Eighty (80) percent or more of Satisfaction Survey respondents will give "Strongly Agree" or "Agree" ratings on the following measures:
 - 5.1.2.1.1. Staff is friendly and courteous
 - 5.1.2.1.2. Staff has knowledge of services in the community
 - 5.1.2.1.3. Satisfaction with exercise, fitness and health education classes
 - 5.1.2.1.4. Satisfaction with recreational, social, and educational classes
 - 5.1.2.1.5. Provision of information about community-based resources
 - 5.1.2.1.6. Access to nutrition support services

6. MONITORING/COMPLIANCE

- 6.1. The County, or any duly authorized state or federal representatives, may conduct announced and unannounced monitoring of the Agreement and program services. Monitoring may include, but is not limited to:
 - 6.1.1. Reviews of invoices and backup documentation.
 - 6.1.2. Reviews of compliance with background checks, licensing and certification requirements and other terms of this Agreement.
 - 6.1.3. Reviews of records related to the performance of this Agreement, including personnel and other records, policies, procedures, or service delivery data.
 - 6.1.4. Reviews regarding the quality, appropriateness and timeliness of services provided under this Agreement.
 - 6.1.5. Inspections and/or audits of financial records, computers, or electronic systems of the Contractor and of any subcontractor, that pertain to the ability of the entity to bear the risk of potential financial losses, or to services performed or determinations of amounts payable under the contract per Section 1903(m)(A)(iv) of the Social Security Act.
 - 6.1.6. On-site inspections of any and all contractor and subcontractor locations.
- 6.2. The Contractor shall notify the County when an entity (state/federal/other local) other than the County performs an audit or monitoring described under this section related to any activity contained in this Agreement. The County reserves the right to request/review copies of the results of any review performed.
- 6.3. All performance measures, reviews, and monitoring conducted by the County shall meet the specific program guidelines, standards and/or regulations as determined by funding requirements. For performance measures, reviews, and monitoring that fail to meet compliance, the Subrecipient will be subject to a Corrective Action Plan (CAP).
- 6.4. Use of County Logo for Marketing
 - 6.4.1. The Contractor shall include the County logo, in a design pre-approved by the County, in all bid solicitations, flyers, posters, and other outreach or marketing materials related to the services provided under this Agreement.
 - 6.4.1.1. The above-referenced materials shall also include a written acknowledgement of County funding, which may be provided in a statement similar to the following:
"These services are supported by funding from Pierce County through its Human Services Department."
 - 6.4.2. The Contractor may contact the County contacts listed on page 1 of this Agreement to obtain an image file of the County logo.
- 6.5. Compliance with Laws and Regulations
 - 6.5.1. Contractor shall provide services in compliance with:
 - 6.5.1.1. All applicable Federal and State regulations, Washington Administrative Code (WAC), Revised Code of Washington (RCW), and the Pierce County Code.
 - 6.5.1.2. ADR policies, procedures, or additional program requirements, which may be developed for ongoing program management.
 - 6.5.1.3. The NISC National Senior Center Standards.

6.5.1.4. Other applicable state, county, and federal laws and regulations, administrative policies, or any successors.

6.6. General Compliance

6.6.1. Incorporated by reference are the administrative, programmatic, and contract conditions contained within the Pierce County Senior Center Services Request for Proposal (RFP) as issued June 20, 2023; the Contractor's proposal as submitted; and annual budgets as approved by ADR.

7. REPORTING/DELIVERABLES

7.1. The Contractor is responsible for submitting all deliverables in a timely manner. Deliverables shall be submitted in the format that is identified or provided by the County. Deliverables include:

7.1.1. The Contractor shall provide to the County complete and accurate client demographic and service data and supporting documentation requested in accordance with the Calendar of Contract Deliverables, and when requested by the County.

7.1.1.1. The Contractor shall increase the number of clients participating in Senior Center Services in accordance with the projected Population Demographics report provided in response to the Senior Center Services RFP 23-001-ADR-RFP.

7.1.2. By January 31st of each year, the Contractor must provide an annual Senior Center Report that, at a minimum, includes the following information based upon senior center services provided during the previous calendar year:

7.1.2.1. Total number of unduplicated persons served.

7.1.2.2. Number of unduplicated persons who were at or below Federal Poverty Level served;

7.1.2.3. The number and type of services provided;

7.1.2.4. Significant accomplishments;

7.1.2.5. Summary of program evaluation activities;

7.1.2.6. Staffing and organizational changes, if any; and

7.1.2.7. A comprehensive list of fund sources that were used to support senior center operations, and the amount of funding received from each source.

7.1.3. The Pierce County Council or PCHS may request information from the Contractor at any time.

8. CALENDAR OF CONTRACT DELIVERABLES:

Due Date	Deliverable
December 31, 2024	The Contractor will complete the NISC <i>Building Excellence Senior Center Self-Assessment</i> and provide copies of the completed self-assessment worksheets for each standard to PCHS.
Within one business day	Notification of any accidents, incidents, and reports made of suspected abandonment, abuse, financial exploitation, or neglect of a vulnerable adult.

By July 31 st of each year	Results of the annual Senior Center Services Evaluation Survey
By July 31 st of each year	Mid-year senior center program report
By January 31 st of each year	Annual senior center program report
November 30 th of each year	Senior center budget for the subsequent calendar year
Immediately	<ul style="list-style-type: none"> • Change of address • Change of ownership • Change in management/leadership positions within the organization
At least once per contract cycle.	Independent financial audit, or an independent financial review conducted by a licensed, independent Certified Public Accountant. Contractor must provide PCHS with a copy of the audit/review report including comments on findings and recommendations in the report, and a plan for corrective action if needed.

9. COUNTY RESPONSIBILITIES

- 9.1. To accomplish the intent of this Agreement, as appropriate under the circumstances, County shall:
- 9.1.1. Provide required forms for any reports the Contractor is required to submit to the County under this Agreement, if applicable.
 - 9.1.2. Provide technical assistance on program-related matters.
 - 9.1.3. Communicate requests from Pierce County Council to the Contractor.

10. CORRECTIVE ACTIONS

- 10.1. If the Contractor defaults as defined in the Termination for Default section of the General Terms and Conditions, or is at risk of default, the County may, at its own discretion, require the Contractor to develop and execute a corrective action plan (CAP), which must be submitted for approval to the County within 30 calendar days of notification. CAPs may require modification of policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. The County may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
- 10.1.1. CAPs must include:
 - 10.1.1.1. A brief description of the situation requiring corrective action.
 - 10.1.1.2. The specific actions to be taken to remedy the situation.
 - 10.1.1.3. A timetable for completion of the actions.
 - 10.1.1.4. Identification of individuals responsible for implementation of the plan.
 - 10.1.2. Corrective action plans are subject to approval by the County, which may:

- 10.1.2.1. Accept the plan as submitted.
- 10.1.2.2. Accept the plan with specified modifications.
- 10.1.2.3. Request a modified plan.
- 10.1.2.4. Reject the plan.

EXHIBIT B: COMPENSATION AND FINANCIAL REQUIREMENTS

1. COMPENSATION

- 1.1. The County shall provide funding for satisfactory performance of the services as set forth in the Statement of Work in this Agreement, at the rates and in the amounts agreed upon in this Agreement. The Contractor shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement and may not supplant other programs or fund sources.
- 1.2. Funding is contingent upon the receipt of funds from contractual Agreements between Pierce County and state government, federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Agreement and prior to normal completion, the County will notify the Contractor per section 1.2.1. In such instances, the County may terminate the Agreement, withdraw funding, or renegotiate the Agreement subject to those new funding limitations and conditions. If the source of funding for this Agreement is eliminated on a temporary or permanent basis, the County will not be responsible for reimbursing the Contractor for any work performed after the receipt of the notification.
 - 1.2.1. Should a change in fund source occur or become necessary, the County shall notify the Contractor immediately, by issuing a formal amendment, unless the Agreement is formally terminated in which the County will follow the termination process per the General Terms and Conditions (GTC). The Contractor shall keep a copy of any notices on file with the Agreement as the record of change.
- 1.3. Funds shall not be obligated for:
 - 1.3.1. Costs incurred prior to start date of this Agreement:
 - 1.3.1.1. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could otherwise be avoided; or which is otherwise eligible of the action precipitating the order for suspension or termination is found to be acceptable to the County; or
 - 1.3.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations (e.g., RCW, WAC, CFR), or as defined in the GTC or statement of work.
 - 1.3.2.1. The Contractor shall refund to the County any payment or partial payment expended by the Contractor, Subcontractor's, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.
- 1.4. The Contractor shall provide services in the most effective, efficient, and economical manner possible to establish a prudent financial management system.
- 1.5. The initial maximum consideration is not to exceed **\$45,516**, as shown in the funding table below. It is the responsibility of the Contractor to monitor their monthly expenses and ensure that they do not exceed the maximum consideration for the fund source(s).

SAID MONIES SHALL BE ALLOCATED AS FOLLOWS:

TITLE / SUBCATEGORY	GRANT/PROJECT ID	1/1/24-12/31/25 Totals
<u>Senior Center Services</u>		
2024 Pierce County General Fund	P-110224	\$ 22,758
2025 Pierce County General Fund	P-110224	\$ 22,758
GRAND TOTAL		\$45,516

2. BILLING AND PAYMENT

- 2.1. The Contractor shall submit reimbursement requests to the County monthly using an invoice form provided by the County. Each calendar month shall be considered a billing period.
- 2.2. The Contractor shall submit invoices to PCCCADRInv@piercecountywa.gov no later than ten (10) calendar days after each billing period ends.
- 2.3. The Contractor shall include the following items with each invoice:
 - 2.3.1. Documentation to support the amount of the request for reimbursement, including:
 - 2.3.1.1. Salaries & Benefits: Timesheets and Payroll ledger or bank statements to show the pay transaction;
 - 2.3.1.2. Office/Program expenses: Receipts and/or Invoices;
 - 2.3.1.3. Utility bills; and
 - 2.3.1.4. Indirect Costs/Overhead: Documentation of Indirect Cost Allocation Model or Certification of indirect rate.
- 2.4. The County shall issue payment no later than thirty (30) calendar days after receipt of a properly completed invoice. Invoices that are incomplete or missing required documentation may result in delayed payment.
- 2.5. The County reserves the right to modify the invoice form as necessary. The County will provide any revisions or changes to the Contractor in a timely manner.
- 2.6. **Fiscal Year End.** The Contractor shall:
 - 2.6.1. Submit the final CPR for the calendar year (CY) in the month of January. The actual date will be determined and communicated to the Subrecipient by the County.
 - 2.6.2. For Agreements ending in any month other than December, submit the final invoice no later than the specific date to be provided by the County.

3. ADDITIONAL REQUIREMENTS

- 3.1. Eligible Costs
 - 3.1.1. Funds awarded under 23-001-ADR-RFP will be used to support the basic operations of a senior center. Reimbursement is limited to:
 - 3.1.1.1. Senior Center Director's salary;
 - 3.1.1.2. Payroll taxes for the Senior Center Director's position;
 - 3.1.1.3. Senior Center employee salaries;

- 3.1.1.4. Contracted professional services necessary for the upkeep and maintenance of the senior center (janitorial services, minor repairs) or to complete fiscal audits or financial reviews of the senior center once per contract cycle;
 - 3.1.1.5. General office and operating supplies;
 - 3.1.1.6. Electronic equipment and software licensing renewal costs that are ordinary and necessary to the operation of the senior center;
 - 3.1.1.7. Communications (telephone, postage, internet/e-mail service);
 - 3.1.1.8. Rent;
 - 3.1.1.9. Commercial General Liability Insurance for senior center operations; and
 - 3.1.1.10. Public utilities (electricity, gas, heat, garbage/waste disposal, water).
- 3.1.2. A minimum twenty-five (25) percent match for costs reimbursed with County funds must be tracked separately and must be documented in the Contractor's internal records for reporting and review by Pierce County.
- 3.2. Ineligible Costs
 - 3.2.1. Funds awarded as part of this contract must not be used to support or pay for capital improvements such as building construction, building remodeling, or paving/re-surfacing, general contractor services, or for general operating costs other than what has been described above.
 - 3.2.2. Senior Center Services grant funds may not be used to reimburse:
 - 3.2.2.1. Insurance premiums other than Commercial General Liability;
 - 3.2.2.2. Class instruction or speaker fees;
 - 3.2.2.3. Expenses related to the provision of activities such as craft supplies, prizes, or admission fees.

EXHIBIT C – SPECIAL TERMS & CONDITIONS

The provisions of Exhibit C apply to services funded by Pierce County as described in Exhibit A of this Agreement.

1. DEFINITIONS.

For purposes of this Agreement, terms related to the Special Terms & Conditions:

- 1.1. **“Allocable costs”** are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.
- 1.2. **“Allowable costs”** are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement.
- 1.3. **“Cost Allocation Plan”** A narrative description of the procedures that will be used in identifying, measuring, and allocating all costs incurred in support of all programs administered or supervised.
- 1.4. **“Cost Objective”** A program, function, activity, award, organizational subdivision, contract, or work unit for which cost data is desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. It may be a major function of the non-federal entity, a particular service or project, a federal award, or an indirect Facilities & Administrative cost activity (2 CFR 200.28).
- 1.5. **“Cost Sharing or Matching”** The portion of the project costs not paid by funds awarded through this Agreement. Matching contributions are in the form of state or local funds, cash, or third-party in-kind contributions. The matching share requirements are included in contract agreements.
- 1.6. **“Direct Cost”** Those costs that can be identified specifically with a particular final cost objective. Costs which can be charged directly as a part of the cost of a product, service, department, operating unit, or activity, as distinguished from indirect costs which must be prorated among several products, services, departments, operating units, or activities.
- 1.7. **“Indirect Cost”** Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distributions of indirect expenses to the cost objectives served, it may be necessary to establish pools of indirect costs. Indirect cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.
- 1.8. **“Monitoring”** A continuous process used to evaluate subrecipients and contractors to determine whether they are delivering goods and services in accordance with their contractual obligations.
- 1.9. **“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- 1.10. **“Real Property”** means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 1.11. **“Regulation”** means any federal, state, or local regulation, rule, or ordinance.
- 1.12. **“Risk Assessment”** The process of evaluating a program’s exposure to harm or loss that could happen from some activity associated with a contract for service.
- 1.13. **“Subcontract”** means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.

- 1.14. **“Supplies”** means all tangible personal property other than equipment as defined herein.
- 1.15. **“Unique Entity Identifier (UEI)”** means a unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who register to do business with the federal government.

2. SPECIAL TERMS AND CONDITIONS

- 2.1. **Background Checks.** A Washington State Patrol criminal history background check is required every two years for all employees and volunteers who will have unsupervised contact with vulnerable adults as defined by RCW 74.34 and/or RCW 9.96A.060.
- 2.2. **Client Abuse.** The Contractor shall report all instances of suspected client abuse, neglect, or exploitation in accordance with RCW 74.34.
- 2.3. **Client Grievance.** The Contractor shall establish a system through which applicants for and recipients of services under the approved area plans may present grievances about the activities of the Contractor or any subcontractor(s) related to service delivery.
- 2.4. **Confidentiality.** The Contractor shall use Personal Information and other confidential information gained by reason of the Agreement only for the purpose of this Agreement. Pierce County, and the Contractor shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the care of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all personal Information and other confidential information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the agreement that provided the information.
- 2.5. **Duty to Report Suspected Abuse, Abandonment, Neglect or Financial Exploitation.** The Contractor and its employees must immediately report all instances of suspected abandonment, abuse, financial exploitation, or neglect of a vulnerable adult (per RCW 74.34.035, and its successors) or a child (per RCW 26.44.030, and its successors). The report shall be made to the Department's current state abuse hotline, 1-866-363-4276 (END-HARM). The Contractor must also report all suspected instances to the Client's case manager. If the notice to the Client's case manager was required, and was given verbally, then it must be followed by written notification within 48 hours. Further, when required by RCW 74.34.035, the Contractor and the Contractor's employees must immediately make a report to the appropriate law enforcement agency.
- 2.6. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 2.7. **Major Incident Reporting.** The Contractor must report major incidents to the appropriate County representative/Program Specialist **within one business day** from when the Contractor becomes aware of the incident. When personal safety is at stake, reporting should occur as soon as the safety of all persons is assured, and all necessary emergency measures have been taken.
 - 2.7.1. Death, disappearance, or significant injury requiring hospital admission of a client when suspicious or unusual.
 - 2.7.2. Any event involving known media interest or litigation.
 - 2.7.3. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client, Contractor volunteers, or Contractor staff.

- 2.7.4. Confidential data loss that would potentially compromise the security or privacy of confidential information held by the Contractor.
- 2.7.5. Major incidents as described above must be reported to the County ADR Program Specialist by phone or email. The report must include the following and will be reported to PCHS on the Contractor's Incident Report Form:
 - 2.7.5.1. A description of the issue.
 - 2.7.5.2. Relevant background.
 - 2.7.5.3. The Contractor's actions or recommendations.
 - 2.7.5.4. Follow-up if needed to close out the issue.
- 2.7.6. The Contractor must distribute major incident reporting policies and procedures to all employees and volunteers.
- 2.8. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - 2.8.1. Applicable federal and State of Washington statutes and regulations;
 - 2.8.2. This Agreement;
 - 2.8.3. Special Terms & Conditions within this agreement will take precedence over the General Terms & Conditions listed.
- 2.9. **Ownership of Client Assets.** The Contractor shall ensure that any client for whom the Contractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of this paragraph, client's personal property does not pertain to client records. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the Contractor or Subcontractor shall immediately release to the client and/or the County all of the client's personal property.

EXHIBIT D – GENERAL TERMS & CONDITIONS

1. **Amendments.** All amendments to this Agreement shall be in writing and approved by the County.
2. **Applicable Law and Venue.** This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event either Contractor or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Contractor and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Contractor and County shall be responsible for their own attorney's fees and costs.
3. **Assignment and Subcontracting.** No portion of this Agreement may be assigned to any other individual, firm, or entity without the prior express written approval of County. The County has the right to request copies of all subcontracts, agreements, or memorandum of understandings if subcontracting is approved.

In addition, all Subcontracts must be in writing and specify all responsibilities and requirements appropriate to the service or activity delegated under the Subcontract and must incorporate or include all terms and conditions of this Agreement. No subcontract terminates the legal responsibility of the Contractor to the County to perform the terms of this Agreement. The Contractor shall be responsible for the acts and omissions of any Subcontractor, and the Contractor is responsible for all contractual obligations, financial or otherwise, to its Subcontractors. The County has no contractual obligations to any Subcontractor under a contract with the Contractor.

4. **Background Checks.** The Contractor shall conduct criminal background checks on all staff, volunteers, and subcontractors' prior to initiating work with any individual under eighteen years of age, a vulnerable adult as defined in chapter 74.34 RCW, or a vulnerable person as defined in RCW 9.96A.060 who is receiving services under this Agreement. The Contractor shall maintain appropriate documentation of all background checks performed in its employees' files.

In addition, when applicable, the Contractor shall ensure when employees performing services under this Agreement are required to have specific credentials, licenses, and education, employees meet all required standards and source document verification is maintained in employee files.

5. **Billing Limitations.** The Contractor shall submit timely invoices as detailed in Exhibit B. Unless otherwise specified under this Agreement, the County shall not reimburse any claims for services submitted more than six (6) months after the calendar month in which the services were performed.
6. **Confidentiality.** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees, and costs resulting from Contractor's breach of this provision.
7. **Close-Out.** Contractor shall submit to County at the end of the period of performance of this Agreement all financial, performance, and other reports as required by Exhibits A and B of this Agreement.
8. **Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Contractor, terminate this Agreement if it is found, after due notice and examination by County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Contractor in the procurement of, or performance of this Agreement. In the event this Agreement is terminated as provided above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a breach of this Agreement by Contractor. The rights and remedies of County provided for in this

section (8) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law. The existence of facts upon which County decides under this section (8) shall be an issue and may reviewed as provided in the Dispute Resolution section (13) below.

- 9. Contractor Commitments, Warranties, and Representations.** Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period, or warranties.
- 10. Cooperative Purchasing.** The Washington State Interlocal Cooperative Act RCW 39.34 provides other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend, and hold harmless Pierce County per section (12) below from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.
- 11. Data Security.** Contractor agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices.
- 12. Defend, Hold Harmless, and Indemnity.**
- 12.1. Contractor, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless County and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.
- 12.1.1. The preceding section (12.1) is valid and enforceable only to the extent of Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (1) the County or its agents or employees, and (2) the Contractor or the Contractor's agents or employees.
- 12.2. With respect to performance of this Agreement and as to claims against the County, its officers, agents, and employees, Contractor expressly waives its immunity under RCW 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend

and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties to this Agreement.

12.3. In addition to any other remedy authorized by law, County may retain so much of the money otherwise due Contractor as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.

12.4. No liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein. .

13. Dispute Resolution. Differences between Contractor and County arising under this Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action may be promptly taken. Contractor and County shall meet and confer in good faith for the purpose of reaching a mutually satisfactory resolution of the dispute within fifteen (15) days of the date delivered or mailed postage paid to the County address identified on page one (1) of this Agreement, of said request.

14. Drug-Free Workplace. Contractor shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.

15. E-Verify Participation. Pierce County requires that all businesses which contract with the County for contracts more than \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Contractor must provide the E-Verify Declaration certifying enrollment in the Federal E-verify program to the County. The Contractor will remain enrolled in the program for the duration of the Agreement. The Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Contractor or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the Agreement. Failure to provide this document could result in suspension of the project.

16. Entire Agreement. This written Agreement represents the entire Agreement between the Contractor and County and supersedes any prior oral statements, discussions, or understandings between Contractor and County.

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

18. Independent Contractor Relationship. Contractor and County are and shall at all times be deemed independent contractors. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Contractor and County and the County or any of the Contractor's employees or agents. Contractor and County shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by Contractor and County, respectively, pursuant to this Agreement.

19. Licensing and Accreditation Standards. Contractor agrees to comply with all applicable federal, state, and local licensing requirements, all applicable accrediting or certification standards, and any other standards

or criteria established by County to ensure quality of services, and to supply proof of said compliance upon demand.

20. No Third-Party Beneficiary. County does not intend by this Agreement to assume any contractual obligations to anyone other than Contractor, and Contractor does not intend by this Agreement to assume any contractual obligations to anyone other than County. County and Contractor do not intend that there be any third-party beneficiary to this Agreement.

21. Non-Discrimination.

21.1. During the performance of this Agreement, Contractor shall comply with federal, state, and local laws including, but not limited to:

21.1.1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], the Civil Rights Act of 1991 [42 U.S.C. 1981].

21.1.2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.].

21.1.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.].

21.1.4. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621].

21.1.5. The Age Discrimination Act of 1975 [42 U.S.C. 6102].

21.1.6. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011].

21.1.7. Any relevant Executive Order (E.O.) issued by the President of the United States.

21.1.8. The Washington Equal Pay and Opportunities Act [Chapter 49.58 RCW].

21.1.9. The Washington State Law Against Discrimination [Chapter 49.60 RCW].

21.1.10. Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.

21.2. Requirements of County's Equal Employment Opportunity Policy are incorporated by reference to this Agreement and include, but are not limited to, the following:

21.2.1. Contractor shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.

21.2.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, genetic information, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, Contractor may state that Contractor is an Equal Opportunity Employer, instead of using the longer qualification.

21.2.3. Contractor will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:

- 21.2.3.1. Deny an eligible individual any services or other benefits provided under this Agreement, or any subcontracts awarded pursuant to this Agreement.
 - 21.2.3.2. Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement.
 - 21.2.3.3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Contractor's facilities, or other benefits provided under this Agreement; nor
 - 21.2.3.4. Deny any individual an opportunity to participate in any service provided by this Agreement or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (1) the types of service or the benefits to be provided; (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Contractor will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.
- 21.2.4. As required by Title II/III of the ADA regarding places of public accommodation, Contractor will ensure equal opportunity for individuals with disabilities to receive services. Contractor will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

22. Ownership of Items Produced. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. Patent/Copyright Infringement.

- 23.1. Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
- 23.1.1. That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - 23.1.2. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

24. Payment of Taxes.

- 24.1. Contractor shall pay all federal, state, and local taxes incurred by Contractor. Contractor shall require payment of all federal, state, and local taxes incurred by any of its subcontractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement. Satisfactory performance of this section (24) is a condition precedent to payment by the County under this Agreement.

- 25. Proprietary Software.** In the event Contractor accesses County's proprietary software applications to perform any work under this Agreement, Contractor shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:
- 25.1. The use of the software application shall be restricted to employees or subcontractors.
 - 25.2. The Contractor shall not "pirate" or reverse engineer the software application; and/or
 - 25.3. Otherwise use the application in any way that may harm the County.
- 26. Recapture Provisions.** In the event the Contractor fails to comply with any of the terms and conditions of this Agreement and that failure results in an overpayment, or Contractor fails to expend funds under this Agreement in accordance with state and federal laws and/or provisions of this Agreement, the County reserves the right to recapture funds in an amount equivalent to the overpayment or extent of the noncompliance. Such right of recapture shall exist for a period not to exceed one (1) year following Agreement termination or Agreement completion. Repayment by the Contractor of funds under this recapture provision shall occur within 30 calendar days of demand. If repayment is not made within the specified time frame, the County may secure repayment, plus interest, if any, utilizing available remedies.
- 27. Recordkeeping, Reporting, Audits.** Contractor shall maintain all records required by applicable federal, state, and local regulations and to demonstrate compliance with this Agreement. The public shall be granted reasonable access to all "public records" associated with this Agreement for up to six (6) years following the termination or expiration of this Agreement in accordance with, and subject to any limitations or exemptions under the Public Records Act, RCW 42.56, or any other applicable state or federal law.
- 28. Religious Activities.** In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, generally, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by County under this Agreement:
- 28.1. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement.
 - 28.2. Contractor may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.
 - 28.3. In performance of this Agreement, Contractor shall not discriminate against an individual beneficiary, or a prospective beneficiary of services based on religion or religious belief.
- 29. Right to Review.** This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after contract expiration or termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.
- 30. Severability.** In the event any term or condition of this Agreement, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this

Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

31. Survivability. The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive.

32. Suspension & Termination

32.1. Default.

- 32.1.1. If the Contractor defaults, the County may, upon written notice to Contractor, immediately terminate this Agreement. Default includes, without limitation, the occurrence of any one or more of the following:
 - 32.1.1.1. Contractor fails to comply with any of the terms or conditions of this Agreement or perform any of the obligations of the Agreement.
 - 32.1.1.2. Contractor uses Agreement funds improperly or illegally.
 - 32.1.1.3. Contractor provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently.
 - 32.1.1.4. Contractor fails to resolve in a timely fashion audit finding(s) associated with this Agreement which could materially impact performance of this Agreement.
 - 32.1.1.5. Contractor is unable to carry out the terms and conditions of this Agreement in compliance with applicable federal, state, or local law; or
 - 32.1.1.6. Any illegal act by Contractor.
- 32.1.2. The County may, in its sole discretion, provide in its written notice an opportunity to cure the default with a deadline for said cure. No opportunity to cure will be given for illegal acts by the Contractor or for a default that causes an immediate risk to the health, safety, or financial security of the County or its residents.
- 32.1.3. Whenever the Agreement is terminated for default, Contractor shall be entitled to reimbursement for appropriate, approved, and eligible costs actually incurred by Contractor and supported by appropriate documentation prior to termination. Termination of this Agreement by County at any time during its term, whether for default or convenience, shall not constitute a breach by County.
- 32.1.4. If Contractor receives a notice of termination from County, Contractor shall:
 - 32.1.4.1. Cease performance under this Agreement to the extent specified in the notice of termination.
 - 32.1.4.2. Place no further orders or agreements for goods, services, or facilities to complete the performance now terminated.
 - 32.1.4.3. Assign to County all Contractor's rights, title, and interest under the orders and agreements placed by Contractor to complete the performance now terminated.
 - 32.1.4.4. Deliver or convey title to:
 - 32.1.4.4.1. Any property produced by the work terminated.
 - 32.1.4.4.2. Any usable personal property in which County has a secured interest.
 - 32.1.4.4.3. Any usable property carried on the County's inventory.

32.1.4.4. Any real property in which County, or any entity names by County, has a secured interest.

32.1.4.5. Send a final request for reimbursement, supported by appropriate documentation, for the performance now terminated to County within thirty (30) calendar days of the date of termination.

32.1.5. Upon termination, County will:

32.1.5.1. Arrange to take delivery of property or the right, title, or interest of real property conveyed by Contractor in conjunction with this Agreement; and

32.1.5.2. Make final payment upon receipt of final billings for all authorized services, if Contractor has provided documentation that County's interests are fully protected.

32.1.6. After termination for default, the County may issue a new solicitation to reprocur the services provided under this Agreement. The Contractor shall not respond to the solicitation unless authorized by the County.

32.1.7. The rights and remedies in this section (32) are in addition to any other rights and remedies provided by law or under this Agreement.

32.2. Public Convenience.

32.2.1. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Events that may warrant a termination for public convenience include, but are not limited to:

32.2.1.1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion.

32.2.1.2. Performance of this Agreement is rendered unfeasible or impossible for any reason.

32.2.2. Whenever the contract is terminated in accordance with this section, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

32.3. Change in Funding.

32.3.1. Notwithstanding any other termination provisions of this Agreement, in the event funding from state, federal, local or other sources upon which the County relied to establish any Agreement is withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on such funding, the County may terminate the Agreement by providing at least fifteen (15) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

32.3.2. The Contractor may, if the Contractor becomes insolvent or experiences a significant reduction in other funding that renders performance under this Agreement impossible,

terminate this Agreement by providing at least sixty (60) calendar days' written notice to the County contact(s) listed on page 1 of this Agreement.

32.3.2.1. The written notice must explain the insolvency or change in funding causing the termination. A Contractor-initiated termination on grounds other than those listed in this section (32.3) is not valid.

32.3.2.2. The Contractor must be responsive to contact from the County to coordinate any necessary transition of services.

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

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

EXHIBIT E – INSURANCE REQUIREMENTS

1. Insurance Requirements. The insurance coverages specified in this Exhibit E are required.

- 1.1. The Contractor shall, at the Contractor's own expense, procure and maintain for the duration of this Agreement, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, the minimum coverages as outlined below:
 - 1.1.1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence.
 - 1.1.2. **Sexual Abuse and Molestation Liability (SA/M):** If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall, at their own expense, obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
 - 1.1.3. **Automobile Liability:** ISO form CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 1.1.4. **Workers Compensation:** As statutorily required by the State of Washington.
 - 1.1.5. **Employers' Liability or Stop Gap Coverage:** Employers' Liability with limits not less than \$1,000,000 or an endorsement on the General Liability policy providing Stop Gap Coverage.
 - 1.1.6. **Crime Insurance:** Contractor's handling County funds or assets, providing financial assistance, or distributing funds on behalf of the County shall maintain Crime Insurance with limits adequate to cover the maximum amount of risk at any one time; or a total of one year's receipts. This policy shall include coverage for Fidelity, Theft, Disappearance, and Employee Dishonesty. Coverage shall include Joint Loss Payable Endorsement ISO form CR 20 15 or equivalent; and Provide Required Notice of Cancellation to Another Entity Endorsement ISO form CR 20 17.
- 1.2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Pierce County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
- 1.3. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 1.3.1. **Additional Insured Status**
 - 1.3.1.1.1. **Pierce County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on all required policies. Additionally insured is to be listed as **Pierce County**.
 - 1.3.1.1.2. Address 930 Tacoma Ave S, Tacoma, WA 98402
 - 1.3.1.1.2.1. Pierce County staff will provide notice of any changes to designated address throughout the life of this contract.
 - 1.3.2. **Primary Coverage**
 - 1.3.2.1. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects Pierce County, its officers,

officials, employees, and volunteers. Any insurance or self-insurance maintained by Pierce County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.

1.3.3. *Umbrella or Excess Policy*

1.3.3.1. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by Pierce County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

1.3.4. *Notice of Cancellation*

1.3.4.1. In the event of nonrenewal, or cancellation of, or material change in the coverage required, thirty (30) days written notice will be furnished to Pierce County prior to the date of, change or nonrenewal, such notice shall be sent to the Pierce County Risk Manager, 950 Fawcett Avenue, Suite 200, Tacoma, WA 98402.

1.3.5. *Waiver of Subrogation*

1.3.5.1. Contractor hereby grants to Pierce County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Pierce County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Pierce County has received a waiver of subrogation endorsement from the insurer.

1.3.6. *Self-Insured Retentions*

1.3.6.1. Self-insured retentions must be declared to and approved by Pierce County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor and shall not apply to the Indemnified Additional Insured Parties. Pierce County reserves the right to obtain a copy of any policies and endorsements for verification.

1.3.7. *Acceptability of Insurers*

1.3.7.1. Insurance is to be placed with insurers authorized to conduct business in the State of Washington with a current A.M. Best's rating of no less than A:VII.

1.3.8. *Claims Made Policies*

1.3.8.1. If any of the required policies provide coverage on a claims-made basis:

1.3.8.1.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- 1.3.8.1.2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 1.3.8.1.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

1.3.9. *Verification of Coverage*

- 1.3.9.1. Contractor shall furnish Pierce County Risk Management with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Pierce County Risk Management before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Pierce County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - 1.3.9.1.1. If coverage verification is not received within 30 days of previous policy’s expiration date, the remittance of billed reimbursements may be withheld until the requirement is satisfied.
 - 1.3.9.1.2. Verification of coverage for this contract should be submitted via email to HSADRADMINPLAN@piercecountywa.gov.

1.3.10. *Subcontractors*

- 1.3.10.1. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Pierce County is an additional insured on insurance required from subcontractors.

1.3.11. *Special Risks or Circumstances*

- 1.3.11.1. Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any modification to these requirements shall be made in writing, by a mutually agreed amendment signed by both parties.

- 1.4. Contractor shall ensure all certificates of insurance (COI) and endorsements are submitted to the County prior to contract execution and upon annual renewal. Failure to have valid insurance on file with the County may result in a corrective action or termination of the Agreement.
- 1.5. Pierce County shall have no obligation to pay premiums.
- 1.6. Pierce County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

Senior Center Participant Survey

Date _____

Senior Center Name _____

Participant Name (optional) _____

We want to hear about your experiences as a visitor to this senior center. Please mark the box that best matches your response for each statement.

	YES	NO	Unsure	N/A
1. I would recommend this senior center to others in the community.				
2. Staff is professional and responsive to my needs and concerns.				
3. I have the opportunity to provide input into senior center services and programs on a regular basis.				
4. This senior center has partnerships with local organizations and individuals that strengthen the center's services.				
5. Senior center staff have provided me with referrals to services in the community.				
6. The center provides opportunities to volunteer in leadership positions .				
7. I am satisfied with the exercise, fitness, and health education classes offered by this center.				
8. I am satisfied with the recreational, social, and educational activities offered.				
9. The center provides information about community-based resources & benefit programs (e.g. food stamps, in-home care, Where to Turn).				
10. The center provides nutritious meals or other nutrition support (e.g., food bank, cooking classes).				

...Please turn the page for additional questions.

11. How often have you visited this senior center in the past 12 months?

- ☐ Two or more times a week
- ☐ Once a week
- ☐ One time per month
- ☐ Less than one time per month

12. Do you visit other senior centers in Pierce County? ☐ **Yes** ☐ **No**

If yes, which ones (please list):

13. We are always working to improve your senior center environment and facility. Please tell us if there are there are other programs, activities, or services you would like to see offered at the senior center.

14. Please share any other concerns or comments that will help us serve you better.

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

Department/Staff Contact: Executive / John P. Vodopich, AICP	Meeting/Workshop Date: December 12, 2023	Agenda Bill Number: AB23-151
Agenda Item Type: Ordinance	Ordinance/Resolution/ Motion Number: D23-151	Sponsor:

Agenda Subject: 2024 COLA and Benefit Changes for Non-Represented Employees.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Ordinance No. 1687 Relating To Salaries And Benefits For Non-Represented Employees.

Administrative Recommendation: Approve

Background Summary: This Ordinance would grant a 4.5% across-the-board-cost-of-living-adjustment (COLA) for non-represented employees in 2024 effective January 1, 2024, as an interim step while the City is in negotiations with all four of the bargaining units. Once the AFSCME Local 120 contract is completed, then the non-represented employees will receive a COLA in that amount if it exceeds the 4.5% COLA that begins January 1st. Such amount shall be paid retroactive to January 1st. The 2024 salary schedule expands upon the number of pay grades to better align positions within the organization. After review of the Cabot Dow and City of Sumner position studies, some position ranges have been adjusted to be within +/- 5% of the 50% median range. The Assistant to the Police Chief is reclassified to Executive Assistant to the Police Chief; the Executive Assistant/Management Analyst position is reclassified to Assistant to the City Administrator; and the Planning & Building Supervisor position is reclassified to Development Services Manager.

Attachments: Ordinance No. D23-151 including attachments.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$128,661	\$128,661	\$224,705	-\$96,044	<input checked="" type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Finance Committee	<i>Approvals:</i>	Yes	No
	Date: November 28, 2023	Chair/Councilmember	Terry Carter	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Justin Evans	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Tom Watson	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: December 12, 2023	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): December 12, 2023	Tabled to Date:

APPROVALS

Director: JPV	Mayor: MM	Date Reviewed by City Attorney: (if applicable)
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ORDINANCE NO. D23-151

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1687 RELATING TO SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES.

WHEREAS, the City's four bargaining units are contracted under their respective labor agreements with annual adjustments through 2023; and

WHEREAS, negotiations with the City's four bargaining units are ongoing and agreements have not been settled for 2024 and beyond; and

WHEREAS, the City has historically attempted to keep the COLA for non-represented employees similar to the COLA that is contained in the labor agreements for represented employees to ensure that all employees are treated equitably; and

WHEREAS, the City Council desires to provide the non-represented employees a COLA that is the equivalent of the to-be-negotiated AFSCME Local 120 COLA, to be effective January 1, 2024, even if the amount of such adjustment is established after that date, as an action in pay equity and in keeping with historic practices; and

WHEREAS, prior to the effective date of the to-be-negotiated AFSCME Local 120 COLA, the Council deems it in the best interest of the City to institute a 4.5 percent (4.5%) COLA so that the non-represented employees receive at least a partial increase starting January 1, 2024; and

WHEREAS, if the City adjusts the 2024 non-represented COLA at a later date, the City will pay non-represented employees the cash value of the COLA from January 1, 2024 through the date of implementation, in the pay period following the date of implementation; and

WHEREAS, the City Council desires to amend the salary schedule for non-represented employees in order to keep the compensation plan competitive with comparable agencies, and to maintain compensation at a level which will attract and retain quality employees while labor negotiations are underway;

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

Section 1. Section 1 of Ordinance No. 1687 is hereby repealed and replaced to read as follows:

Section 1. Attachment "A1," to Ordinance No. 23-151 which includes a Position Classification Matrix, is hereby adopted, and incorporated herein by this reference. These position classifications and salary grades for non-represented employees shall remain in effect until amended by subsequent ordinance of the City Council. Attachment "A1" also includes

the Salary Schedule for non-represented employees and includes an upward adjustment by the equivalent of the to-be-negotiated union COLA, to be effective January 1, 2024, even if the amount of such adjustment is established after that date. If the new AFSCME Local 120 contract is not in effect prior to January 1, 2024, then an increase in the amount of 4.5 percent (4.5%) to reflect an across-the-board-cost-of-living-adjustment (COLA) will be effective January 1, 2024. This increase shall be in effect until such time as the AFSCME Local 120 contract takes effect, and any additional increase is known and then applied. Any increases beyond the 4.5 percent (4.5%) COLA may be paid to the non-represented employees retroactively to January 1, 2024. The City Administrator is authorized to implement the COLA for non-represented employees at the time the final COLA for 2024 is determined and shall be authorized to pay the non-represented employees the cash value of the COLA from January 1, 2024 through the date of implementation, if it exceeds the 4.5 percent (4.5%), and to distribute that increase in the pay periods following implementation. This(ese) increase(s) and shall remain in effect until amended by subsequent ordinance of the City Council.

Section 2. Section 2 of Ordinance No. 1687 is hereby repealed and replaced to read as follows:

Section 5. A. Employee Benefits.

The City will provide non-represented employees with medical, dental, vision, life insurance, long term disability, and employee assistance plan (EAP) benefits. Employees will be responsible for paying any applicable deductibles or copay amounts. Benefits will be provided as follows:

- i. Medical - AWC High Deductible Health Plan (HDHP) with Health Savings Account (HSA), AWC Regence HealthFirst 250, AWC Regence Accountable Health Network 250 or AWC Kaiser Permanente \$200 deductible plan.
 - a. For those employees who opt for the AWC Regence HealthFirst 250, AWC Regence Accountable Health Network 250 or Kaiser Permanente sponsored plans, the follow premium share shall apply:
 - i. Effective January 1, 2020, each employee shall contribute 5% of the total premium for employee only and 15% of the total premium for the eligible spouse and dependent(s) on the plan.
 - b. For those employees who opt for the High Deductible Health Plan (HDHP) with a Health Savings Account, the following shall apply:
 - i. Premiums for employees (and spouse/dependents) participating in the HDHP with Health Savings Account (HSA) will be 100% paid by the employer. Enrollment is subject to AWC's participation / enrollment rules.
 - ii. Effective January 1, 2016, and onward, employees who select the HDHP/HSA option will have the following seed money (the "seed money") deposited into their HSA accounts by the City as a one-time lump sum deposit:

Employee only	=	\$2,000
Employee + 1	=	\$2,500
Employee + 2	=	\$3,000
Employee + 3 (or more)	=	\$3,500

- iii. On an annual basis thereafter (January 1, 2017, and onward), the City will contribute the following amounts (the “annual contribution”) into each employees’ HSA accounts:

Employee only	=	\$1,000
Employee + 1	=	\$1,750
Employee + 2	=	\$2,250
Employee + 3 (or more)	=	\$2,500

In 2024 those amounts are listed as follows:

Employee only	=	\$1,181
Employee + 1	=	\$2,038
Employee + 2	=	\$2,657
Employee + 3 (or more)	=	\$2,953

- iv. Employees who select the HDHP/HSA option are entitled to the seed money contribution by the City only once during their employment, and do not earn both the seed money and the annual contribution in the same year (i.e. an employee who selects the HDHP/HSA option earns the seed money in the first year, and then receives the annual contribution in subsequent years). HSA seed money and annual contributions will be pro-rated for part-time employees and new hires. Annual contributions made by the City will be divided into four deposits at the start of each quarter.
- v. Effective January 1, 2017 onward, the amounts listed in subsection “iii” above will increase annually based on the percentage increase applied to the IRS maximum contribution limit. For example, if the 2017 IRS contribution limit increases by 5% over the 2016 maximum, the City will increase its contribution for each category by 5% (e.g. \$1,000 for employee-only + 5% = \$1,050).
- ii. Dental - Willamette \$10 Copay or Delta Plan F with Orthodontia Rider III
- iii. Vision - VSP \$0 copay
- iv. Life Insurance - AWC \$50,000
- v. Long Term Disability - AWC 90 day with 67% benefit.
- vi. AWC Employee Assistance Plan - Benefit premiums will be provided for regular non-represented employees.

B. Premium Cost Savings Sharing. In accordance with the AWC Employee Benefit Trust underwriting rules, eligible employees who choose to waive City medical and/or dental coverage for themselves or their dependents because of coverage in another plan may receive 50% of the premium cost savings (what the City would pay for the employee and eligible dependents), which shall be added to their paycheck. For current employees the premium savings will be based upon their current plan. For new employees, the premium savings will be based on the least costly plan available (e.g., Regence, Kaiser Permanente, HDHP, Delta, or Willamette). The Mayor is authorized to develop administrative policies and procedures to implement the cost saving sharing policy.

C. Non-represented police employees may enroll or remain, as applicable, in the Police Guild’s negotiated Law Enforcement Officers and Fire Firefighters Trust medical as the plan

rules allow. Non-represented police employees shall contribute towards the cost of the plan at the same rate as the current collective bargaining agreement for the Police Guild (Sworn); however, their contribution rate for themselves and eligible spouse and/or dependents shall be no less than 5%. In addition, the premium contribution paid for themselves and eligible spouse and/or dependents shall be no more than that of the current rate paid by other non-represented staff should the Police Guild (Sworn) collective bargaining agreement change in the future.

D. The City established a Voluntary Employees Beneficiary Association (VEBA) Plan to reimburse out-of-pocket medical care costs, as defined by the IRS, for eligible employees and their dependents.

The City will contribute twenty-five dollars (\$25) per month to each VEBA account. During a pay period where the employee does not have pay for at least half of their scheduled hours, they will not have the VEBA contribution (except for leaves covered by FMLA and/or PFML).

Non-represented employees shall elect annually whether all or a percentage of eligible sick and vacation leave cash outs shall be cashed out to pay or VEBA. Such election shall be effective for the next calendar year.

Section 3. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force effect.

Section 4. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Effective date. This Ordinance concerns compensation and working conditions of city employees and is not subject to referendum. It shall take effect five (5) days after its passage, approval and publication as required by law, provided, however, that Section 1 and Section 2 shall not take effect until 12:01 AM January 1, 2024.

PASSED by the City Council and approved by the Mayor this 12th day of December, 2023.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk



Attachment "A1"
Salary Schedule Ordinance No. D23-151
Non-Represented Pay Grade Matrix - 4.5% COLA
Effective January 1, 2024

City of Bonney Lake		4.5% COLA	
2024 NON-REPRESENTED & MANAGEMENT SALARY SCHEDULE			
Grade	Position	Min	Max
M1		\$ 4,728	\$ 5,909
M2		\$ 4,870	\$ 6,087
M3		\$ 5,016	\$ 6,270
M4		\$ 5,166	\$ 6,458
M5		\$ 5,321	\$ 6,651
M6	Recreation Coordinator	\$ 5,481	\$ 6,851
M7		\$ 5,645	\$ 7,057
M8		\$ 5,814	\$ 7,269
M9		\$ 5,989	\$ 7,487
M10	Executive Assistant to the Police Chief		
	Records and Disclosure Coordinator	\$ 6,169	\$ 7,712
M11	Recreation Supervisor	\$ 6,354	\$ 7,943
M12		\$ 6,544	\$ 8,181
M13		\$ 6,740	\$ 8,427
M14	Contract Administrator		
	Human Resources Generalist		
	Probation Officer	\$ 6,943	\$ 8,680
M15		\$ 7,151	\$ 8,940
M16		\$ 7,365	\$ 9,209
M17	Administrative Supervisor		
	Assistant to the City Administrator		
	Customer Services Manager		
	Emergency Manager		
	Recreation & Special Events Manager		
	Senior Services Manager	\$ 7,586	\$ 9,484
M18	City Clerk		
	Finance & Payroll Accountant	\$ 7,813	\$ 9,769
M19		\$ 8,048	\$ 10,061
M20		\$ 8,289	\$ 10,363
M21		\$ 8,538	\$ 10,675
M22		\$ 8,794	\$ 10,994
M23	Assistant Public Works Superintendent		
	Court Administrator	\$ 9,057	\$ 11,325
M24	Assistant City Engineer		
	Development Review Engineer		
	Human Resources Manager		
	Information Systems Manager		
	Prosecutor	\$ 9,329	\$ 11,664
M25		\$ 9,609	\$ 12,014
M26	Deputy City Attorney-Prosecutor	\$ 9,897	\$ 12,375
M27		\$ 10,194	\$ 12,746
M28		\$ 10,500	\$ 13,128
M29		\$ 10,815	\$ 13,522
M30		\$ 11,139	\$ 13,928
M31	City Engineer		
	Development Services Manager		
	Superintendent of Public Works	\$ 11,473	\$ 14,346
M32		\$ 11,817	\$ 14,776
M33		\$ 12,171	\$ 15,219
M34		\$ 12,536	\$ 15,676
M35		\$ 12,912	\$ 16,146
M36		\$ 13,300	\$ 16,631
M37	Administrative Services Director		
	Chief Financial Officer		
	Municipal Court Judge		
	Public Services Director	\$ 13,699	\$ 17,130
M38	Police Chief	\$ 14,110	\$ 17,644
M39	City Administrator	\$ 14,533	\$ 18,174

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

Department/Staff Contact: Public Services / Ryan Johnstone	Meeting/Workshop Date: December 12, 2023	Agenda Bill Number: AB23-154
Agenda Item Type: Motion	Ordinance/Resolution/Motion Number: M23-154	Sponsor:

Agenda Subject: Authorize the Mayor to sign the Interlocal Agreement between the City of Bonney Lake and City of Sumner for the coordination of cooperative wastewater services.

Full Title/Motion: A Motion Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services.

Administrative Recommendation: Approve.

Background Summary: The Cities of Bonney Lake and Sumner have established a long history of working together to treat the wastewater generated by both cities. While the issue of wastewater conveyance and treatment surfaced as far back as 1977, it wasn't until November 1984 that Bonney Lake, Sumner, Pierce County, and the South Hill Sewer District executed an "Intergovernmental Contract for Wastewater Facilities Management" which included improvements to the existing Sumner Wastewater Treatment Facility (WWTF). It was in this year that joint capacity ownership at the WWTF between Bonney Lake, Sumner, Pierce County, and South Hill originated. With Pierce County's acquisition of the South Hill Sewer District in 1991 and the execution of the Sanitary Sewer Transfer Agreement between Bonney Lake and Pierce County in 2002, Bonney Lake acquired all rights and interests these two Districts had in the Sumner WWTF and Bonney Lake and Sumner became the only remaining parties to the November 1984 agreement. Because of this and regulatory requirements to expand WWTF treatment capacity again, a new agreement was executed in May 2002 (referred to as the Phase 1 agreement) that addressed "how the parties will manage, finance, share costs and review the work performed by the consulting engineers/construction contractors during the design and construction of the proposed improvements." The 2002 agreement also addressed "how the parties shall share operation and maintenance costs" and "continue the relationship into the future". In 2010, Bonney Lake and Sumner desired to expand and operate the WWTF under a new agreement that would address needs for greater treatment capacity to serve increasing numbers of customers. A new agreement (referred to as the Phase 2 agreement) was executed in March 2012. This agreement also contained Section 17 "Pretreatment" which required updating of the ILA when a Pretreatment program became necessary. In 2021 the Washington State Department of Ecology delegated Pretreatment Program administration to the Sumner WWTF. Per the 2012 Agreement, both Cities committed to adopting Pretreatment Program rules upon receiving the delegation order. Due to this additional requirement, the Cities are desiring to execute a new agreement for the continued treatment and disposal of sanitary sewer and provide for enhancement and expansion of the WWTF and its programs.

Attachments: 2012 WWTF Interlocal Agreement, proposed 2023 WWTF 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:	Community Development Date: 21 November 2023	Approvals: Chair/Councilmember Dan Swatman Councilmember Tom Watson Councilmember Kelly McClimans	Yes	No
			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Forward to:		Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s): 12/05/2023	Public Hearing Date(s):
Meeting Date(s): 12/12/2023	Tabled to Date:

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

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND
THE CITY OF BONNEY LAKE, WASHINGTON FOR THE COORDINATION
OF COOPERATIVE WASTEWATER SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 by and between the City of Bonney Lake, a municipal corporation of the State of Washington (“Bonney Lake”) and the City of Sumner, a municipal corporation of the State of Washington (“Sumner”) (collectively “Parties” or individually a “Party”) for the purposes set forth herein.

Whereas, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34, the Cities of Bonney Lake and Sumner, the parties to this Agreement, may contract with one another to perform government functions or services; and

Whereas, in 1977, Bonney Lake, Pierce County, and South Hill agreed to develop a regional sewerage system, with Bonney Lake overseeing the project. The EPA approved the Facility Plan in 1977 and Addendum III in 1979, expanding the Sumner Wastewater Treatment Facility (WWTF). An interlocal agreement adopted in 1979 involved construction and management of the WWTF, with Sumner responsible for sewage treatment; and

Whereas, in 1984, the parties executed a Contract for WWTF expansion and operation, resulting in joint capacity ownership. The Phase I expansion of the WWTF increased approved sewage treatment capacity from 1.2 MGD average daily flow and 3.0 MGD peak flow to 1.42 MGD average daily flow and 3.56 MGD peak flow; and

Whereas, in 2002, Bonney Lake signed a Sanitary Sewer Transfer Agreement for the transfer of specific portions of the Pierce County Sewer Service Area and facilities to Bonney Lake, including capacity ownership in the expanded Sumner Treatment Plant; and

Whereas, an intergovernmental agreement (Phase I agreement) was executed in 2002 between Sumner and Bonney Lake for further WWTF expansion. The 2002 Agreement established guidelines for managing, financing, and sharing costs during WWTF improvements, resulting in an average daily capacity increase to 4.6 million gallons per day, shared equally by Bonney Lake and Sumner. Two reconciliations under Section 2.0 of the 2002 Agreement have led to Bonney Lake transferring funds to Sumner; and

Whereas, in 2010, the State of Washington Department of Ecology mandated Sumner to plan for increasing WWTF capacity, leading to the Phase II Expansion which increased average daily capacity to 6.1 MGD; and

Whereas, after reviewing previous WWTF contracts, the parties adjusted the shared average daily capacity to 2.8 MGD assigned for Sumner and 3.3 MGD assigned for Bonney Lake. Both Cities secured a \$4.7 million loan commitment each from the 2012 Public Works Trust Fund of Washington State for executing the Phase II Expansion; and

Whereas, in 2021, the Washington Department of Ecology delegated Pretreatment Program administration responsibility to the WWTF. As per the 2012 Intergovernmental Agreement, the Parties committed to adopting the Sumner WWTF Pretreatment Program rules upon receiving the delegation order. Now, the Parties seek to enter into an Agreement for program implementation and enforcement; and

Whereas, Sumner holds National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit No. WA-0023353 for this facility with Bonney Lake listed as a contributing jurisdiction; and

Whereas, the parties desire to enter into this Agreement for the primary purpose of providing for the continued treatment and disposal of sanitary sewage generated in the regional area covered by this Agreement and to provide for the enhancement and expansion of the WWTF to accomplish that purpose;

Now, therefore, pursuant to RCW Chapter 39.34 in consideration of the term's mutual covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. **Purpose and Scope.** This Agreement addresses how the parties shall manage and share costs for the joint provision of regional wastewater treatment services to the Wastewater Treatment Facility Plan Service Area, defines the respective capacity ownership shares of each party, and describes how the amount of those shares may change in response to future demands.
2. **Definitions of Terms.** The following words and phrases used in this Agreement shall have the following meaning:
 - B. **Administrative Lead.** Agency responsible for the coordination, administration, and management of this Agreement.
 - C. **Annual Joint Facility Report.** An annual report made available to each agencies constituents that includes metrics illustrating each party's percent usage based on the previous year's loading data in terms of Flow, BOD and TSS. The report shall include annual sewer expenditures expressed as a percentage of wastewater treatment costs and each agencies separate collection system costs.
 - D. **Agreement.** Means this Interlocal Agreement Between the City of Sumner and the City of Bonney Lake, Washington for Cooperative Wastewater Services.
 - E. **Biochemical Oxygen Demand (BOD).** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).
 - F. **Capacity Ownership.** The amount of total flow, total BOD, and total TSS assigned to each party as outlined in 5.A below.
 - G. **Capacity Ownership Percentage.** Each Party's share of WWTF loading limit for total flow, total BOD, and total TSS expressed as a percentage.

- H. **Capacity Usage.** The amount of actual total flow, total BOD, and total TSS received by the WWTF from each Party.
- I. **Capacity Usage Percentage.** Each Party's actual total flow, total BOD, and total TSS received by the WWTF from each Party expressed as a percentage of total daily concentrations of each pollutant received at the WWTF.
- J. **Collections.** A series of pipes, manholes, lift stations, and other devices that transport used water from residential and non-residential customers to a treatment plant.
- K. **Compliance Improvements.** Any WWTF upgrades or improvements required to achieve compliance with newly established, or more restrictive, conditions within the WWTF NPDES Permit.
- L. **Contributing Jurisdiction.** The City of Bonney Lake, a City who is authorized by law to provide a system of sewers for the collection and transmission of wastewater delivered to the WWTF.
- M. **Control Authority.** The City of Sumner, as the Owner of the WWTF, who administers and manages the overall affairs of the WWTF, including treatment operations and without limitation the administration of the Pretreatment Regulations.
- N. **Clean Water Act.** The Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.
- O. **Future Expansion.** Any WWTF upgrades or improvements initiated to accommodate increased Capacity Ownership from either Party.
- P. **Fats, Oils, and Grease.** Components of wastewater that are able to be measured by the methods described in the current edition of Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136.
- Q. **Inflow and Infiltration.** Excess water that flows into sewer pipes from groundwater, through holes, cracks, joint failures, and faulty connections existing in the collection system, and from stormwater from roof drains, foundation drains, storm drain cross-connections, or through holes in manhole covers.
- R. **Indirect Cost Assessment.** No less than every five years, the City of Sumner shall update its Indirect Cost Assessment model. A charge, consistent with the most recent model as adjusted annually to reflect inflation, will be shown on each quarterly billing and will be presented during each quarterly Joint Advisory Committee meeting that is inclusive of the following: overhead costs for WWTF administration and management, including but not limited to, services provided by Sumner's Admin Services, Finance, Legal, HR, and Engineering staff that relate directly to the processing of and compliance with the obligations outlined in this Agreement.
- S. **Joint Advisory Committee.** The committee responsible for providing input related to the administration of this Agreement.
- T. **Joint Facility.** The WWTF serving Sumner and Bonney Lake.
- U. **Joint Facility Major Operating Expenses.** Any expenses to the WWTF, not limited to, equipment, maintenance, replacement, necessary purchases, over \$100,000, necessary for the continued and routine operations of the WWTF.

- V. **Capital Improvements.** Any upgrades that improve the routine operations of the WWTF, with a useful life of two or more years.
- W. **Joint Facility Operations and Maintenance.** WWTF expenditures, supported by data on cost allocation, including but not limited to:
1. Operating Transfers: IT, Equipment Reserve.
 2. Operations and Maintenance Costs: Salaries for treatment plant staff, Professional Services, Communication, Insurance, Public Utility Services (Power and Gas), Repairs, Maintenance, necessary Replacement, Training, and Indirect Cost Assessment.
- X. **Joint Facility Operations and Maintenance Expenses.** Expenses attributed to Joint Facility Operations and Maintenance.
- Y. **Joint Pretreatment Program.** The water quality program that implements the Clean Water Act requirements to control pollutants in wastewater from non-domestic sources before they reach the WWTF, for which both Parties are compelled to apply within the service area served by the WWTF.
- Z. **Non-Domestic Wastewater.** Wastewater that is not Domestic Wastewater.
- AA. **Non-Domestic User.** Any Person that does not qualify as a Domestic User and is a source, or potential source, of Indirect Discharge. This includes but is not limited to Food Service Establishments, Auto-related businesses, Medical Facilities, Commercial or Industrial Facilities, and Warehouses.
- BB. **National Pollution Discharge Elimination System (NPDES) Permit.** The permit issued by the Department of Ecology to the City of Sumner pursuant to provisions of the State of Washington Water Pollution Control Law RCW 90.48 and under the Federal Clean Water Act, Title 33 USC SS 1342 et seq. When referenced in this Agreement the NPDES as currently issued, or as amended in the future will apply.
- CC. **Pretreatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except not by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
- DD. **Pretreatment Regulations.** Sewer ordinance establishing all pretreatment authorities required to impose pretreatment standards and requirements found at 40 CFR Part 403 and WAC 173-216-110.
- EE. **Publicly Owned Treatment Works (POTW).** A treatment works, as defined by Section 212 of the Federal Clean Water Act (33 U.S.C. Section 1292). This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of Sewage or Industrial Wastes of a liquid nature and any conveyances which convey Wastewater to a Treatment Plant.
- FF. **Total Suspended Solids (TSS).** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removeable by laboratory filtering, as included in the current edition of

Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136.

GG. **Treatment.** The process which removes and eliminates pollutants from wastewater and converts into an effluent that can be returned to the waters of the state.

HH. **Wastewater Treatment Facility (WWTF).** The Sumner WWTF which is designed to provide treatment of municipal Sewage and Non-Domestic Wastewater for the cities of Sumner and Bonney Lake.

II. **Wastewater Treatment Facility Plan.** The Wastewater Treatment Facility Final Comprehensive Facility Plan Addendum 3 (Gray & Osbourne, 2023), or current adopted plan.

JJ. **Wastewater Treatment Facility Service Area.** The area encompassed by the Wastewater Treatment Facility Plan for which the WWTF is designed to serve, and which service area is set forth in the Interlocal Agreement Sewer Service Area map, Attachment 1, and has been approved by the Washington Department of Ecology, but additional area may be added by the approval of both Parties and any required governmental agencies, but such approval shall not be unreasonably withheld.

3. **Term of Agreement.** This Agreement shall continue until terminated by the mutual consent of both parties pursuant to Section 7 below, provided, however, that the Agreement shall be subject to periodic review and updating for the purposes set forth in Section 5.D.5 below, or at other times by mutual agreement of the parties. The parties specifically acknowledge that ~~they have been operating without an a portion of the prior active agreement between the parties sunsets on~~ January 1, 2023, and therefore, a new agreement with updated terms and without the expired or no longer applicable sections is needed. through the date of execution of this Agreement, and to that end The parties further agree that the Effective Date of this agreement shall be January 1, 2023. By execution hereon, the parties hereby ratify and confirm any and all prior acts consistent with the terms herein.

4. **Administration.** For purposes of this Agreement, a Joint Advisory Committee (JAC) shall be formed to oversee the administration of the Agreement. The JAC will review WWTF operations, discuss improvements, address budget matters, and ensure compliance with this Agreement. The JAC provides timely input on proposed changes in plans, budgets, and capital programs. Parties are responsible for presenting growth projections and waste increases for consideration by the JAC.

A. **Members.** The committee comprises the Mayors, three Council Members from each City, and City Administrators or their designees.

B. **Committee Meetings.** This committee shall meet Quarterly to perform responsibilities as identified above. In addition to the JAC Members, the Public Works Director of Sumner, Public Services Director of Bonney Lake, and WWTF Superintendent shall attend as non-committee members.

C. **Technical Working Group.** In addition to the JAC, the parties will establish a Technical Working Group (TWG) made up of four appointed staff members from each City, all of whom have oversight responsibilities or expertise in

sewerage, NPDES, pre-treatment, and/or FOG. The TWG will meet periodically as needed and will be responsible for reviewing any expenses (capital or operating) exceeding \$100,000. The TWG will make recommendations to Sumner regarding the same.

- D. **Audit Review.** Members of the JAC or their representatives have the right to examine books and records related to the Joint Facilities and this Agreement. Such examination may take place during business hours, and the party being examined should be given a reasonable opportunity to gather the records. The JAC may appoint an advisor or accountant to assist with the review, and the requesting party is responsible for covering its own costs associated with the review.
 - E. **Annual Report.** Annually, on or before March 1st of each year, Bonney Lake shall provide Sumner with data demonstrating the percentage allocation between wastewater treatment costs and Bonney Lake's collection system costs for inclusion in the annual report. Sumner will provide Bonney Lake with an annual report by June 1st of each year, showing aggregate flow data to the WWTF for the previous calendar year, specifying the flow generated by Bonney Lake and Sumner users. Both cities shall ensure that the annual report is published on their respective websites and presented to the JAC within 90 days of the date that Sumner provides the report to Bonney Lake.
 - F. **Records.** In addition to the Audit Review rights above, either Party may request records from the other Party regarding the subject or subjects covered under this Agreement. The other Party will promptly provide such records that are in their possession, without cost to the other Party.
5. **Joint Facility Operations and Maintenance.** Sumner, as the Administrative Lead, is responsible for making all reasonable efforts to operate the WWTF in a cost-effective manner, perform the necessary maintenance to keep it in good working order, execute treatment strategies to maintain a high-quality effluent and hire and train staff to execute these goals and objectives. Sumner shall be responsible for the regulation and control of any non-domestic wastewater that is delivered to the WWTF. Contracts for engineering design services and construction are between Sumner and the Design Firm, Equipment Supplier(s) and Construction Contractor(s).
- A. **Capacity Ownership for the Joint Facility.** The parties agree, based on the current NPDES permit, that each agency owns capacity as illustrated below. This table and any corresponding references herein will automatically be updated to reflect any changed or amended NPDES permit conditions.

Average Monthly <u>Influent Loading</u>	Flow (MGD)	BOD (lbs/day)	TSS (lbs/day)
Bonney Lake	3.3	462 5886	824 6836
Sumner	2.8	394 5014	702 5824
Total Permit	6.1	856 10900	1526 12660
Percent Capacity Ownership: Bonney Lake	54%	54%	54%
Percent Capacity Ownership: Sumner	46%	46%	46%

- B. **Points of Connection.** The parties have connected collection lines to the WWTF. If future WWTF improvements require relocating or adding connection points, the Party requesting the changes must submit plans for approval. The Party benefiting from the modification will bear all design and construction costs. Costs for modifications resulting in a joint benefit will be apportioned according to percentage share of capacity ownership.
- C. **Flow Metering and Monitoring.** Sumner will be responsible for maintaining the flow monitoring equipment and facilities to measure daily wastewater flow from both Sumner and Bonney Lake to the WWTF. The meters will be calibrated at least once a year. Sumner will monitor the flow data from both Cities' sewer collection systems. If any anomalies or unusual occurrences are detected, Sumner will promptly inform Bonney Lake. The flow calibrations will be shared with Bonney Lake during a quarterly JAC meeting.
- D. **Non-Domestic Wastewater.** All sources of Non-Domestic Wastewater discharged to the WWTF shall be managed in accordance with the conditions within the WWTF NPDES Permit Section S6., and any other applicable State and Federal regulations. Any user of the collection system connected to the WWTF that discharges a source of non-domestic wastewater shall be herein referred to as a "Non-Domestic User."
1. **Endorsement of the Pretreatment Program.**
 - a. Sumner and Bonney Lake fully support and endorse the Sumner – Bonney Lake Joint Pretreatment Program (JPP). Both parties acknowledge that Sumner will be responsible for administering, managing, determining staffing levels, and overseeing the program upon formal delegation of authority by the Washington Department of Ecology to the WWTF.
 - b. Sumner and Bonney Lake agree to adopt rules and regulations, to govern, regulate, and control the discharge of wastewater in the collection system serving respective areas for conveyance to the Sumner WWTF that are at least as stringent as the Pretreatment Regulations, which may include adopting these Pretreatment Regulations by reference. Sumner will provide Bonney Lake with model rules and regulations at least ninety (90) days prior to the deadline for adoption.
 - c. Sumner is required to provide the Washington Department of Ecology with notice of "substantial modifications" and "non-substantial modifications" of the approved program, as these terms are defined in 40 CFR SS 403.18. Sumner will provide Bonney Lake with advance notice of any proposed changes to the Pretreatment Regulations.
 2. **Implementation and Enforcement of the Pretreatment Program.**
 - a. Bonney Lake designates Sumner as its agent for implementing and enforcing the JPP for Non-Domestic Users within Bonney Lake's service area. Sumner will handle technical and administrative duties,

inspections, enforcement, and emergency actions. Bonney Lake will cooperate and ensure compliance by Non-Domestic Users. Sumner may take action under the Pretreatment Regulations to the same extent that can be taken by Bonney Lake, including the enforcement of the Pretreatment Regulations in applicable courts of law.

- b. Bonney Lake agrees to cooperate with Sumner in the implementation and enforcement of the Pretreatment Program. Prior to connection to the public sewer, Bonney Lake shall ensure that all new or newly identified Non-Domestic Users are informed of their responsibility to provide survey information to the Pretreatment Program Control Authority in accordance with Pretreatment Regulations. Bonney Lake shall require all Significant Industrial Users to submit plans and reports, as required by WAC Chapter 173-240, and obtain Control Authority approval prior to construction of pretreatment facilities, as part of the process to obtain sewer service where the flows will be treated by the Sumner WWTF.
 - c. Sumner, on behalf of and as an agent for Bonney Lake, will perform technical and administrative duties necessary to implement and enforce the Pretreatment Regulations. Sumner will:
 - i. Update the Non-Domestic User Survey;
 - ii. Issue permits to all Non-Domestic Users required to obtain a permit;
 - iii. Conduct inspections, sampling and analysis;
 - iv. Take appropriate enforcement action as outlined in the Pretreatment Program Enforcement Response Plan and provided for in the Pretreatment Regulations; and
 - v. Perform any other technical or administrative duties the Parties deem necessary and appropriate.
 - d. Bonney Lake will adopt Local Limits at least as stringent as the Local Limits established in the Pretreatment Regulations. Bonney Lake shall be responsible for payment to Sumner for its proportional cost of the pretreatment program. The costs shall be determined based on the total number of customers in Bonney Lake's service area who are listed as Non-Domestic Users compared to the total number of customers in both Sumner and Bonney Lake who are Non-Domestic Users within those categories. Such fees shall be billed consistent with other charges under this Agreement and identified in such invoice. Any fees or fines associated with Non-Domestic Users in Bonney Lake that are collected by Sumner shall be either remitted or credited to Bonney Lake at least annually.
3. **Fats, Oils, and Grease (FOG) Program.** The Parties will manage their respective FOG Programs, including plan review, inspections, surveys, and compliance. Sumner will prepare FOG Survey forms and involve Bonney Lake in modifications. Both parties will record and monitor FOG Program data and include it in the annual summary report.

4. **Non-Domestic Users Outside Service Areas.** Before Non-Domestic Users outside Bonney Lake's jurisdiction discharge to the WWTF, agreements will be established with the respective jurisdictions or the Non-Domestic Users.
5. **Periodic Review.** The Parties shall review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C §§1251 et seq.) and General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR §§ 403 et seq.) issued thereunder, as necessary, but at least once every five (5) years.

E. **Inflow and Infiltration.** Both Cities commit to minimizing the impact of extraneous stormwater and groundwater, known as Inflow and Infiltration (I&I), on their respective collection systems and treatment facilities. Inflow refers to water that enters the system through sources such as direct stormwater connections, footing drains, or downspouts, while Infiltration refers to water that seeps into the system through damaged or leaky pipes, laterals, or manholes. Each party will take proactive measures to identify and address the sources of I&I within their collection systems. This includes, but is not limited to, conducting regular inspections to detect defective sewer pipes, laterals, and manholes, and implementing appropriate corrective actions. These corrective measures may involve:

1. Replacing or rehabilitating damaged sewer pipes, laterals, and manholes to prevent water seepage.
2. Utilizing pipe grouting or sealing techniques, using materials like cement-based compounds, to fill holes or cracks in pipes and manholes, reducing water infiltration.
3. Employing pipe relining methods, inserting flexible liners into defective sewer pipes or laterals that harden into impermeable surfaces, preventing further infiltration.
4. Identifying and disconnecting known inflow sources, such as cross-connected catch basin drains, footing drains, or downspouts, to reduce unnecessary water entering the system.
5. Installing drainage systems that allow for the separation of cross-connected sewers, preventing the mixing of stormwater and wastewater.
6. Installing backflow valves or implementing other plumbing upgrades to prevent water backflow into the system during heavy rainfall or flooding events.

By implementing these measures, both parties aim to minimize I&I, reduce treatment costs, and ensure the efficient and environmentally responsible operation of their wastewater collection and treatment systems.

F. **Responsible Sewer Service Areas.** This Agreement is aimed at addressing each City's sewer treatment needs until at least the year 2073. Both cities intend to primarily utilize their share of WWTF capacity to support properties within their current jurisdiction and service area. However, considering the uncertainties of future changes to various factors such as growth management, water quality regulations, and state/federal mandates, this Agreement is not

intended to restrict either City from using their capacity rights to serve areas they deem appropriate, within the bounds of state law and legal obligations. The main service areas covered by this Agreement are detailed in **Interlocal Agreement Sewer Service Area Map**, Attachment 1. For any sewer service requests outside these areas, both parties will conduct a thorough review to ensure adequacy of capacity before committing to service. While prior review is not a guarantee of future WWTF Capacity Ownership increase, it will be considered and approved if the requesting party is underutilizing its capacity under the Table in Section 5(A) of this Agreement. However, nothing herein shall be interpreted to permit any party to use any other treatment facility without mutual consent from both parties, [such consent not to be unreasonably withheld](#).

- G. **Future Expansion of the WWTF.** The parties conducted a Feasibility Study, which determined that the current WWTF site can be upgraded to meet a total demand of both cities at 9.3 MGD (6.5 MGD reserved for Bonney Lake and 2.8 MGD reserved for Sumner). However, both Parties acknowledge that this estimate is based on good faith effort and lacks detailed analysis. If Bonney Lake requires additional capacity above 3.3 MGD, the parties agree that Bonney Lake will pay for the future expansion of the WWTF to meet the 6.5 MGD future demand. Such capacity shall be reserved exclusively for the use of Bonney Lake. Provided, however, if one party desires to acquire capacity that is owned by the other party, the party requesting such capacity will request such acquisition from the other party. If the party owning the capacity agrees, then the parties will negotiate in good faith for such acquisition, including reimbursing the party with the capacity for the capital improvement costs (plus CPI or reasonable interest) that were expended by the party with the capacity for the capacity that the acquiring party seeks to purchase.
6. **Cost Sharing.** As the Administrative Lead Agency, Sumner shall maintain separate budgeting and accounting for WWTF treatment costs from sewer collection system costs.
- A. **Biennial Budget Schedule.** A biennial budget shall be drafted according to the following schedule:
- Directors Review: Proposed budget reviewed by July 1st.
 - Joint Advisory Committee: Draft budget provided to the JAC by July 15th, and input solicited by August 15th.
 - Mayors: Draft budget submitted to respective Mayors and Council by September 1st for incorporation into both cities' biennial budgets.
 - Sumner Approved Budget: Sumner provides the approved budget to Bonney Lake by December 31st of each year.
- B. **Quarterly Billing.** Quarterly, Sumner will invoice Bonney Lake for its share of WWTF expenditures, supported by data on cost allocation, including but not limited to:
- Joint Facility Operation and Maintenance Expenses
 - Joint Facility Major Operating Expenses

Bills submitted by the 30th day, due within 30 days from invoice. Further explanations will be discussed at quarterly JAC meetings.

C. Billing Calculations.

1. Joint Facility Operations and Maintenance: Total monthly Joint Facility Operation and Maintenance Expenses will be multiplied by Bonney Lake's Capacity Usage Percentage. Each parameter factored by one third, Flow factored at 34%, BOD at 33% and TSS at 33%.
2. Joint Facility Major Operating Expenses: Total monthly Joint Facility Major Operating Expenses will be multiplied by Bonney Lake's Capacity Ownership Percentage.
3. Capital Improvements and Compliance Improvements: Expenditures associated with Capital and Compliance Improvements shall be multiplied by Bonney Lake's Capacity Ownership Percentage.

D. Joint Planning for Capital and Compliance Improvements. The parties will work through the TWG for planning capital and compliance improvements. This will provide better planning and rate forecasting for the parties and help the parties predictably fund capital expenditures. If a capital expenditure is funded by a loan or a bond, Bonney Lake will be permitted, at its option, to pay for such expenditure over the life of the loan or bond term, including its proportional share of the interest.

E. Unbudgeted Major Operating Expenses. If Sumner is aware of an unbudgeted Major Operating expense or an unbudgeted increase in a planned capital improvement, it shall provide notice to Bonney Lake within thirty (30) days of Sumner discovering such need or such increase. Unless such expense is an emergency, Bonney Lake should be provided the opportunity to comment via the TWG on the need and timing for such expense. Any non-emergency unbudgeted project costs that exceed \$100,000 will be brought to the next JAC meeting for review and recommendations.

7. Termination.

- A. Both parties mutually recognize the value of ongoing cooperation for the management and maintenance of the Joint Facility and potential future expansions. This Agreement shall only terminate by the mutual written consent of both parties, provided however, that Bonney Lake may terminate this Agreement upon ten (10) years' advance written notice. Upon such notice, the parties will meet and confer to ensure a timely and efficient transition, including establishing an appropriate termination date and process.
- B. In the event the Joint Facility ceases to be utilized as a wastewater treatment facility all together, the parties shall be required to surplus the real property on which the WWTF Joint Facility sits. The net proceeds from the sale of any real property that was acquired with funds from both parties, shall be shared by the parties in direct proportion to their contribution when the real property was acquired, which shall be determined with proof of payment from each

respective City. For the avoidance of doubt, this provision is not triggered if Bonney Lake chooses to terminate this Agreement and its use of the facility and Sumner continues to utilize and operate the wastewater treatment facility.

8. **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.
9. **Indemnity.** Sumner shall indemnify and hold harmless Bonney Lake, its officers, employees, agents, and assigns from all costs, claims, judgments, or damages resulting from Sumner's acts or omissions associated with this Agreement. Bonney Lake, in turn, shall indemnify and hold harmless Sumner from any costs, claims, judgments, or damages resulting from Bonney Lake's acts or omissions related to this Agreement. Neither party assumes liability for the other party's existing ordinances, rules, regulations, resolutions, customs, policies, or practices. If any legal proceeding challenges the enforceability or validity of such ordinances, rules, etc., the respective party shall defend it at its own expense, and if damages are awarded, they will be satisfied by the party responsible, including all chargeable costs and attorney's service charges.
10. **Dispute Resolution.** This Agreement shall be governed by the laws of the State of Washington. In the event of a dispute related to the terms of this Agreement or the amounts charged to the WWTF to Bonney Lake, the Parties first agree to attempt to resolve such dispute. If the resolution is unsuccessful, then both parties agree to seek resolution through mediation administered by a mediator under JAMS Alternative Dispute Resolution (or another mutually agreed alternative dispute resolution service) before resorting to litigation. Each party shall pay half of the mediation costs and will bear its own legal fees. If mediation is unsuccessful, or if the parties mutually agree to waive it, any unresolved controversy or claim may be filed in Pierce County Superior Court. The prevailing party in any such litigation shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expert witness fees, and costs for such litigation.
11. **Notice.** Any notice as required by agreement shall be made to the contact person listed below in writing and sent by first class mail with a copy also sent via email the same day:

City of Bonney Lake	City of Sumner
City Administrator 9002 Main St E Bonney Lake, WA 98391 Email: ca@cobl.us	City Administrator 1104 Maple Street Sumner WA 98390 Email: ca@sumnerwa.gov

Either party may update the contact information in this Section by giving notice to the other party.

12. **Insurance.** Bonney Lake and Sumner shall maintain at all times during the course of this Agreement membership in the Washington Cities Insurance Authority unless the parties mutually agree in writing, and in advance of any change hereto, to allow one or both parties to participate in another available and comparable public insurance risk pool.
13. **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.
14. **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.
15. **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 _____ day of _____, 2023.

Attest/Authenticated:

City of Bonney Lake

Sadie Schaneman
City Clerk

Michael McCullough, Mayor

Approved as to Form:

Jennifer Robertson City Attorney

Attest/Authenticated:

City of Sumner

Michelle Converse, City Clerk

Kathy Hayden, Mayor



Approved as to Form:

Andrea Marquez, City Attorney



Sumner - Bonney Lake Joint Pretreatment Jurisdiction Map



-  Sumner Sewer Service Area
-  Bonney Lake Sewer Service Area

Scale:
0 0.25 0.5 1 Miles

