

CITY COUNCIL MEETING

**January 27, 2009
7:00 P.M.**

AGENDA

City of



The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.
Website: www.ci.bonney-lake.wa.us

"Where Dreams Can Soar"

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: *If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution action item appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items on the "Consent Agenda" should do so during the "Citizen Comments" portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)*

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

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember Jim Rackley.

[Management Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Planning and Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations:

1. Announcements:

2. Appointments:

a. **Oath of Office:** Police Officer Todd Green.

3. Presentations: [A 1.2]

a. **Proclamation:** Rick Shannon Day – January 31, 2009.

b. **Proclamation:** Pierce County Reads – Clare Murphy, Pierce County Library.

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the "Consent Agenda" should limit their comments to one minute per item. When recognized by the Mayor, please state your name

and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.

- C. Correspondence: [A 1.2]

III. COUNCIL COMMITTEE REPORTS:

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

IV. CONSENT AGENDA:

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

- A. **Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #54075 thru #54134 in the amount of \$213,077.76; Accounts Payable checks/vouchers #54135 thru #54200 in the amount of \$301,790.09; Accounts Payable checks/vouchers #54201 thru 54210 in the amount of \$3,333.49; Accounts Payable checks/vouchers #54211 thru 54280 (including wire transfer # 4283661) in the amount of \$421,344.44.
- B. **Payroll Certification:** Payroll for January 1-15th, 2009 for checks 27943-27974 including Direct Deposits and Electronic Transfers in the amount of: \$ 396,483.96; Special Payroll-Uniform Allotment for Police - January 15th 2009 for checks 27890-27922 including Electronic Transfers in the amount of \$24,802.56; and Special Payroll- Leave Cash out for Police - January 15th 2009 for checks 27923-27942 including Electronic Transfers in the amount of \$41, 997.00.
- C. **AB09-17 – Resolution 1888** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Enter into an Interlocal Cooperative Agreement with Various Municipalities Comprising the P.A.T.R.O.L. Auto Theft Task Force.
- D. **AB09-20 – Resolution 1914** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with Garda International, dba AT Systems Inc.

V. FINANCE COMMITTEE ISSUES:

- A. **AB09-07 – Resolution 1911** – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Personal Services Agreement Between the City of Bonney Lake and the Bonney Lake Chamber of Commerce.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: (See Consent Agenda.)

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

X. ADJOURNMENT

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

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

BONNEY
Lake PROCLAMATION

Whereas, the City of Bonney Lake was originally incorporated as a City in 1949 and has become one of the fastest growing communities in the State of Washington; and

Whereas, during more than 30 years of its growth and development the City has had the good fortune of employing Richard R. Shannon as a seasonal laborer, leadman, water department foreman, operations & maintenance supervisor, and finally, as assistant public works director; and

Whereas, Rick has received certifications as a water distribution manager III and a water treatment operator with added certification as a cross connection specialist ; and

Whereas, Rick has played an important role in the development of the public works department, providing leadership in the streets, water and sewer services; and

Whereas, Rick Shannon will be retiring as of January 31, 2009; and

Whereas, the City will continue to reap benefits from the quality of its public works and utilities infrastructure, and the culture of excellent maintenance and customer service fostered by Rick Shannon; and

Whereas, the City of Bonney Lake owes a deep debt of gratitude to Rick for the years of dedicated service he has provided;

Now, therefore, In recognition of the contributions he has made, we the City Council of the City of Bonney Lake, do hereby proclaim, Saturday, January 31, 2009 as

Rick Shannon Day

in the City of Bonney Lake and urge citizens to join in recognizing his contributions to our community and wishing him well in his retirement from employment with the City of Bonney Lake.

IN WITNESS WHEREOF, we have hereunto set our hand this 27th day of January, 2009.

Mayor Neil Johnson Jr.

Deputy Mayor Dan Swatman

Councilmember David Bowen

Councilmember Laurie Carter

Councilmember Dan Decker

Councilmember Mark Hamilton

Councilmember Dave King

Councilmember James Rackley

Pierce County READS

*Proclamation of the City of
Bonney Lake*

In recognition of Pierce County Library System and The News Tribune's Pierce County READS, sponsored by Key Foundation, a foundation funded by KeyBank.

Whereas, Pierce County READS seeks to provide, cultivate, and encourage reading opportunities for a community of readers throughout Pierce County; and

Pierce County READS will be a focused three-month period, January – March 2009, when people throughout the county will read the award-winning book, participate in free programs, join with groups to discuss the book, and attend a free event to meet the nationally known, award-winning author on March 14, 2009, at 7 p.m., with the full schedule of events and activities available at **piercecountylibrary.org**; and

Whereas, The Pierce County Library is offering this community-wide program in collaboration with numerous community partners; and

Whereas, Pierce County READS will foster and strengthen community involvement and unity through a shared reading activity.

Now therefore, be it resolved by Neil Johnson, Jr., Mayor of the City of Bonney Lake

that months of January through March 2009 is proclaimed as:

PIERCE COUNTY READS

PROCLAIMED this January 27, 2009.

**ACCOUNTS PAYABLE AND
UTILITY REFUND CHECKS/VOUCHERS**

1/27/2009

Accounts Payable checks/vouchers #54075 thru #54134 in the amount of \$213,077.76.

Accounts Payable checks/vouchers #54135 thru #54200 in the amount of \$301,790.09.

Accounts Payable checks/vouchers #54201 thru 54210 in the amount of \$3,333.49.

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PAYROLL CERTIFICATION

Payroll for January 1-15th, 2009 for checks **27943-27974** including Direct Deposits and Electronic Transfers in the amount of: **\$ 396,483.96.**

Special Payroll- Uniform Allotment for Police - January 15th 2009 for checks 27890-27922 including Electronic Transfers in the amount of **\$24,802.56**

Special Payroll- Leave Cash out for Police - January 15th 2009 for checks 27923-27942 including Electronic Transfers in the amount of **\$41, 997.00**

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

<u>Department/Staff Contact:</u> AC Powers	<u>Council Meeting Date:</u> October 14, 2008	<u>Agenda Item Number</u> AB0 9- 17
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 1888	<u>Councilmember Sponsor:</u>

BUDGET INFORMATON

<u>2008 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$ Grant position	\$	0	

Explanation:

A one million dollar grant has been awarded to Preventing Auto Theft through Regional Operational Links (P.A.T.R.O.L.) Task Force. The task force has six fully funded police officer positions and one supervisor's position to fill. The Bonney Lake Police Department has been asked to provide an officer to the task force to make sure Pierce County is represented and the task force would truly cross county lines, have a voice in the direction of the task force from the beginning and have an impact where we are weakest.

Agenda Subject:

Resolution for Mayor Johnson to sign an interlocal agreement with P.A.T.R.O.L. Preventing Auto Theft through Regional Operational Links Task Force – Officer assignment/backfill

Administrative Recommendation:

Recommend approval

Background Summary:

Washington has been ranked in the top five nationally for the past several years for stolen motor vehicles. Washington Auto Theft Prevention Authority has awarded \$4.435 million in financial assistance grants to law enforcement and prosecution agencies across the state. Five multi-agency task forces and several other multi-agency initiatives have been funded to address the motor vehicle theft problems in Washington State. Many criminals begin their crime spree with stealing a motor vehicle and using it to commit various property or person crimes.

In a cooperative effort, the City of Auburn along with King County Sheriff's, Kent PD, Tukwila PD, Renton PD, Des Moines PD, Federal Way PD, Sumner PD and Bonney Lake PD worked together to submit a grant application in order to form a multi-jurisdictional/county task force. In July 2008 Preventing Auto Theft Regional Operational Links or the P.A.T.R.O.L task force was awarded \$1,000,000.00 to combat motor vehicle thefts in south King and north Pierce Counties.

The grant funds will be used for law enforcement investigations, arrests, prosecution, crime analysis, technology and other specialized equipment, bait vehicle programs, confinement costs, public awareness and education in an effort to reduce the number of Washington stolen vehicles.

The apprehension and conviction of motor vehicle thieves not only has a positive affect on vehicle theft rates but on other crime as well. It is well established that many times motor vehicle thieves are involved in other criminal activities including methamphetamine and other drug, identity theft, burglaries, robberies, assaults and homicides. Criminals often use stolen

vehicles in the commission of other crimes.

Motor vehicle theft can no longer be thought of as just a property crime. It is a significant public safety issue as well. Stolen vehicles are often used for transportation by violent criminals and there are many cases where innocent citizens are hurt or killed as a result of traffic collisions involving criminals driving stolen vehicles. South King and north Pierce Counties have been the "black hole" for car thieves. Due to the county line and the jurisdiction boundaries criminals have often used this area, Auburn, Bonney Lake, Sumner as their haven for stealing and "dumping" stolen vehicles. It is the Patrol's mission to use crime analysis, equipment, investigations that work across the county line and prosecution to make it difficult for criminals to continue to exploit this area and victimize our citizens.

PATROL TASK FORCE:

The city of Des Moines is providing their substation for four years as the facility PATROL will work from. Personnel, training, equipment, Consultants/Contracts, and other items (see appendix A for break down).

BENEFITS TO BONNEY LAKE:

Trends/Benefits: During the past 15 years our police department along with other departments has been more successful combating crime and conserving our limited budgets by forming multi-jurisdictional task forces. We are currently part of a narcotics task force (DEA), Metro Pierce SWAT, Pierce County Lab Team, Criminal Response Unit, and the Civil Disobedience Team.

Currently Assistant Chief Powers is part of the PATROL implementation team. Once the team is staffed and running AC Powers will be part of the oversight committee. Chief Mitchell and I are recommending we send one of our officers's to join this task force so we are again at the forefront or sharing resources and obtaining a great deal of equipment experience and investigations for the City of Bonney Lake.

This is a fully funded position paid for by the WATPA grant. The funding for the WATPA account is derived from a \$10.00 assessment on traffic infractions. The City of Bonney Lake would be required to hire a new officer to backfill in order to avoid supplanting; however the hiring process may be delayed. This is a yearly grant application based on results. The City of Bonney Lake will be the only Pierce County department on the task force thus if there is a lack of funding our position will be the last one cut.

Current Staffing:

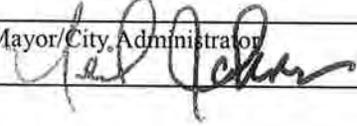
- City of Kent - Finance + Detective
 - City of Bonney Lake - Proposed Officer
 - City of Federal Way - Supervisor
 - City of Auburn - Proposed Officer
 - City of Renton - Proposed Officer
 - King County Sheriff's - Proposed Deputy, Crime Analysis, AFIS Position
- PATROL will be working from the WASPC Model policy and will operate under WCIA insurance.

Council Committee Dates:	Commission Dates:	Board/Hearing Examiner Dates:
Finance Committee: Public Safety Committee: Sept. 15,2008 Community Development & Planning Committee:	Planning Commission: Civil Service Commission:	Park Board: Hearing Examiner:
Council Workshop: October 7, 2008		

Council Action:

Council Call for Hearing:	Council Hearings Date:	
Council Referred Back to:	Workshop:	Committee
Council Tabled Until:	Council Meeting Dates:	

Signatures:

Dept. Dir. Mike L. Mitchell	Mayor/City Administrator 	Date City Attorney reviewed
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PUBLIC SAFETY COMMITTEE

DATE: September 15, 2008

ORIGINATOR: Dana Powers

TITLE: Assistant Chief of Police

SUBJECT/DISCUSSION: A one million dollar grant has been awarded to Preventing Auto Theft through Regional Operational Links (P.A.T.R.O.L.) Task Force. The task force has six fully funded police officer positions and one supervisor's position to fill. The Bonney Lake Police Department has been asked to provide an officer to the task force to make sure Pierce County is represented and the task force would truly cross county lines, have a voice in the direction of the task force from the beginning and have an impact where we are weakest.

ORDINANCE/RESOLUTION #

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
MAYOR
FINANCE DIRECTOR
CITY ATTORNEY**

BUDGET INFORMATION

BUDGETED ITEM: N/A

TOTAL COST: N/A

(Note: If budgeted item, attach copy of budget page and identify)

<u>2008 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
Grant Position			

Explanation: Washington has been ranked in the top five nationally for the past several years for stolen motor vehicles. Washington Auto Theft Prevention Authority has awarded \$4.435 million in financial assistance grants to law enforcement and prosecution agencies across the state. Five multi-agency task forces and several other multi-agency initiatives have been funded to address the motor vehicle theft problems in Washington State. Many criminals begin their crime spree with stealing a motor vehicle and using it to commit various property or person crimes.

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Current Staffing:

- City of Kent - Finance + Detective
 - City of Bonney Lake - Tentative Officer
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 - City of Auburn - Tentative Officer
 - City of Renton - Tentative Officer
 - King County Sheriff's - Tentative Deputy, Crime Analysis, AFIS Position
- PATROL will be working from the WASPC Model policy and will operate under WCIA insurance.

RESOLUTION NO. 1888

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH VARIOUS MUNICIPALITIES COMPRISING THE P.A.T.R.O.L. AUTO THEFT TASK FORCE

WHEREAS, the Washington State Legislature has created the Washington Auto Theft Prevention Authority (WATPA) for the purpose of preventing and reducing auto theft in the State of Washington; and

WHEREAS, the City of Bonney Lake along with the cities of Auburn, Beaux Arts Village, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Newcastle, Pacific, Renton, Seatac, Sumner, Tukwila, Port of Seattle, King County, and the Muckleshoot Reservation applied for and has received a grant from WATPA for the formation of the P.A.T.R.O.L. AUTO THEFT TASKFORCE; and

WHEREAS, it is advantageous for the City of Bonney Lake to enter into an interlocal agreement with the above municipalities in accordance with the terms of the grant in order to establish and maintain a multi-jurisdictional team to effectively investigate and prosecute crimes related to auto theft ; and

WHEREAS, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 RCW.

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

Section 1. The Mayor is hereby authorized to enter into the interlocal agreement with the cooperating jurisdictions named therein for the creation of, and participation in, the P.A.T.R.O.L. Auto Theft Taskforce.

PASSED BY THE CITY COUNCIL this 27th day of January, 2009.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE MUNICIPALITIES OF
AUBURN, BEAUX ARTS VILLAGE, BONNEY LAKE, BURIEN, COVINGTON, DES
MOINES, FEDERAL WAY, KENT, MAPLE VALLEY, NEWCASTLE, PACIFIC, RENTON,
SEATAC, SUMNER, TUKWILA, AND THE MUCKLESHOOT RESERVATION, THE KING
COUNTY SHERIFF'S OFFICE, THE PORT OF SEATTLE, FOR CREATION OF THE
PATROL AUTO THEFT TASK FORCE**

I. PARTIES

The parties to this Agreement are the King County Sheriff's Office, the Port of Seattle, the Muckleshoot Reservation, and the municipalities of Auburn, Beaux Arts Village, Bonney Lake, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Newcastle, Pacific, Renton, SeaTac, Sumner, and Tukwila, each of which is a municipal corporation operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93, 39.34, and 53.08 of the Revised Code of Washington.

III. PURPOSE

The parties to this Agreement desire to establish and maintain a multi-jurisdictional team to effectively investigate and enforce the laws relating to auto theft. This team shall be referred to as the P.A.T.R.O.L. Task Force ("Task Force").

IV. FORMATION

There is hereby created a multi-jurisdictional team to be hereafter known as the "Task Force," the members of which are named above in section "I. Parties." The future admission or elimination of a jurisdiction as a member of the Task Force may be accomplished by an addendum to this Agreement.

V. STATEMENT OF PROBLEM

King County and the municipalities within the Puget Sound area have experienced an increase in urbanization and population densities. The increase in urbanization and population within the area has resulted in an increase in crime associated with auto theft. The ability to address auto theft and the crimes associated with it has stretched the resources of individual police department investigative units.

Law enforcement efforts directed at dealing with auto theft issues have, for the most part, been conducted by law enforcement agencies working independently. A multi-jurisdictional effort to handle specific and complicated auto theft investigations will result in more effective pooling of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, improved information sharing, and increased utilization/application of a combined auto theft task force. The results will improve services for all of the jurisdictions, increase safety for the community, and improve auto theft prosecution.

VI. TEAM OBJECTIVES

The assigned personnel from each jurisdiction will form a combined investigation task force that serves each of the jurisdictions' service areas. The Task Force may also be available to outside law enforcement agencies as provided by laws relating to mutual aid.

The objective of the Task Force shall be to provide enhanced and more efficient use of personnel, equipment, budgeted funds, and training. The Task Force shall respond as able and as approved by the Supervisor or Commander when requested by any of the parties.

VII. DURATION AND TERMINATION

The minimum term of this Agreement shall be one (1) year, effective upon its adoption and pursuant to the grant period. This Agreement shall automatically extend for consecutive one (1) year terms conditioned upon the receipt of funding through the Washington Auto Theft Prevention Authority (WATPA) grant process.

A jurisdiction may withdraw its participation in the Task Force by providing written notice of its withdrawal, and serving such notice upon each Executive Board member of the remaining jurisdictions. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The Task Force may be terminated by a majority vote of the Board. Any vote for termination shall occur only when the police chief, or his or her designee, of each participating jurisdiction is present at the meeting in which such vote is taken.

VIII. GOVERNANCE

The affairs of the Task Force shall be governed by an Executive Board ("Board"), whose members are composed of the police chief, or his/her designee, from each participating jurisdiction. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. A majority of Board members, or their designees, must be present at each meeting for any actions taken to be valid. A presiding officer shall be elected by the Board together with such other officers as a majority of the Board may decide.

The Board shall meet monthly, unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The presiding officer shall provide no less than forty-eight (48) hours notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board members to resolve any issues related to such emergency.

The Board may, at its discretion, adopt policies, regulations, and operational procedures that shall apply to Task Force operations. If adopted, the Task Force written policies, regulations, and operational procedures shall apply to all operations. To the extent that the written policies, regulations, and operational procedures of the Task Force conflict with the policies, regulations, and operational procedures of the individual jurisdictions, the Task Force written policies, regulations, and procedures shall prevail.

IX. STAFF

Upon establishment of this Agreement, the staff listed below shall serve at the pleasure of the Board, and, with the exception of the paralegal, prosecutor, crime analyst, and AFIS Examiner positions, shall have authority to determine which jurisdictions will contribute staff, and shall have authority to select the staff. The Board may change, eliminate, or add staff positions as deemed appropriate. The Board shall, to the best of its ability, determine which jurisdictions shall provide staff for the various positions during, or shortly after the conclusion of, the previous year's budget cycle. A staff member of the Task Force may be removed from his or her position for any reason by majority vote of the Board or by the chief/sheriff of the participating jurisdiction of whom he or she is employed. All Task Force staff members shall be in good standing with his or her employing jurisdiction at all times during service on the Task Force.

Commander: A Task Force Commander, with the rank of Lieutenant, Commander, or Captain (or command level equivalent) from his/her respective jurisdiction shall be appointed by the Board. The Commander shall act as principal liaison and facilitator between the Board and the members of the Task Force. The Commander shall operate under the direction of the presiding officer of the Board. The Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, and challenges of the Task Force.

The Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the Task Force. In addition, the Commander shall be responsible for presenting any policies, regulations, and operational procedures and revisions for Board review and approval.

Task Force Supervisor: A Task Force Supervisor with the rank of Sergeant or equivalent from his/her respective jurisdiction shall be appointed by the Board. The Task Force Supervisor shall act as the first level supervisor for the task force and shall report directly to the Commander.

Task Force Detective: The Task Force shall be served by six (6) detectives assigned from various participating jurisdiction, who are appointed by the Board.

Crime Analyst: The Task Force shall be served by one (1) crime analyst provided by one of the participating jurisdictions.

Prosecutor/Paralegal: The Task Force shall be served by one (1) prosecuting attorney and one (1) paralegal provided by the King County Prosecutor's Office. This direct access will improve communication and prosecution of auto theft cases investigated by the Task Force.

AFIS Examiner: The Task Force shall be served by one (1) AFIS Examiner and vehicle. This staff member will be provided by the King County Sheriff's Office and will be available to assist the Task Force.

All rights, duties, and obligations of the employer and the employee shall remain with the contributing jurisdiction. Each jurisdiction shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

The Board will appoint the finance department of the Task Force Commander's jurisdiction to manage the finances of the Task Force. The duty of managing the finances of the Task Force shall be rotated to other participating jurisdictions in concurrence with the appointment of the Task Force Commander and at the discretion of the Board.

X. EQUIPMENT, TRAINING, AND BUDGET

Equipment, training, and expenses will be paid by the Task Force as outlined in the WATPA grant and through the managing jurisdiction's finance department. Those expenses not outlined in the grant will be the responsibility of the incurring jurisdiction and/or its personnel. As outlined in the WATPA grant, each participating jurisdiction shall provide a monthly expenditure to the managing jurisdiction's finance department for any reimbursements through the WATPA grant.

XI. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

The participating jurisdictions agree to equally share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Agreement. In the event that an action is brought against any of the participating jurisdictions, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims of damages, fines, fees, or costs, regardless of which jurisdiction or employee the action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be subject to the conditions and limitations set forth in subsections A through G below.

A. Jurisdiction Not Involved In Task Force. In the event that a jurisdiction or its personnel were not involved in the Task Force during an incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment or award.

B. Intentionally Wrongful Conduct Beyond the Scope of Employment. Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any Task Force personnel for intentionally wrongful conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. Payment of any award for punitive damages shall be the sole responsibility of the person or jurisdiction that employs the person against whom such award is rendered.

C. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, the jurisdiction shall be solely responsible for all attorney fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to,

providing all documentation requested, and making Task Force members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

D. Removal From Lawsuit. In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and subsection (A) of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

E. Settlement Process. It is the intent of this Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all jurisdictions agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless all jurisdictions agree with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.

F. Defense Waiver. This section shall not be interpreted to waive any defense arising out of RCW Title 51.

G. Insurance. Each jurisdiction shall maintain insurance, through the commercial insurance market, an insurance pool, self-insurance, or a combination of coverage in the following amounts:

1. General Liability: \$2,000,000 per occurrence minimum coverage to include law enforcement liability and contractual liability.
2. Auto Liability: \$2,000,000 combined single limit, including coverage for "any auto."
3. Employment Practices Liability: \$2,000,000 each claim either included in general liability coverage, or, as a standalone policy.
4. Worker Compensation: Statutory limits shall be in place.
5. Property/Equipment Coverage: Members shall be responsible for insuring, through whatever means applicable, their own property and/or equipment utilized during task force operations.

The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

XII. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of its conduct in support of Task Force operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction would be liable for a claim, settlement, or judgment that arises from a Task Force action or operation, shall

have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to section XI of this Agreement, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

XIII. PROCESSING OF CLAIMS

A. Designation of Lead Jurisdiction. There shall be a lead jurisdiction for processing a claim that is filed with and against the jurisdictions for alleged damages and injuries that occur as a result of Task Force activities. The lead jurisdiction shall be the jurisdiction within which the Task Force response occurred; PROVIDED, that in the event the jurisdiction within which the Task Force response occurred is entitled to be defended and held harmless by another jurisdiction, the lead jurisdiction shall be one of the jurisdictions that was involved in the response. In the event that a jurisdiction that is entitled to be defended and held harmless by another jurisdiction receives the claim, that jurisdiction shall notify the other jurisdictions in accordance with section XII of this Agreement, and shall use its best efforts to determine who is the appropriate lead jurisdiction.

B. Assistance of Tactical Commander. The Task Force Commander shall assist the lead jurisdiction in responding to a claim. The Task Force Commander shall be responsible for gathering all records relating to the Task Force response. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the Task Force response. The Commander shall also provide a list of personnel who participated in the response and their contact information. The Commander shall deliver all copies of the records to the lead jurisdiction promptly upon request.

C. Claims of \$5,000 or Less. With respect to claims that seek \$5,000 or less, the following provisions shall apply:

1. Lead Jurisdiction Responsibilities. The lead jurisdiction shall be responsible for working with the Commander to gather records relating to the Task Force response. The lead jurisdiction shall provide records to its insurance provider and shall assist its insurance provider in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.
- ii. Liability Determination - Apportionment of Damages. The lead jurisdiction, with the assistance of its insurance provider and risk manager, shall determine whether the Task Force is liable for damages set forth in a claim, and whether the payment of the claim would be in the best interest of the jurisdictions and/or the Task Force. In the event the lead jurisdiction determines that payment of a claim is appropriate, such determination shall be final and binding upon other jurisdictions and payment shall be apportioned equally among all jurisdictions that participated in the Task Force response. The

insurance provider for the lead jurisdiction shall provide full payment to the claimant, and each jurisdiction that participated in the response shall reimburse the insurance provider for its equal share of such payment.

Prior to the payment of any claim, and as a condition of such payment, the insurance provider providing payment shall obtain from the claimant a complete and total release of liability on behalf of all jurisdictions participating in the Task Force and each and every officer, agent, or volunteer of those participating jurisdictions.

In the event the lead jurisdiction determines that the Task Force is not liable for damages set forth in a claim or that the payment of the claim would not be in the best interest of the jurisdictions and/or the Task Force, the lead jurisdiction shall notify the other jurisdictions of the determination, and such determination shall be binding on the other jurisdictions; PROVIDED, that another jurisdiction that determines that payment is appropriate may pay such claim in full, and shall not seek reimbursement from the other participating jurisdictions.

- iii. Letter From Insurance Adjusters. In the event a lead jurisdiction, in conjunction with its insurance provider, determines that payment of a claim is appropriate, the insurance provider shall provide each of the participating jurisdictions with a letter stating the determination and the bases for such determination.

D. Claims over \$5,000. With respect to claims that seek more than \$5,000, the following provisions shall apply:

- i. Lead Jurisdiction Responsibilities. The lead jurisdiction shall schedule a Board meeting with all jurisdictions participating in the Task Force to discuss any claim over \$5,000 and to determine the appropriate manner in which to respond and/or defend the claim. Board members shall be permitted to invite legal and insurance representatives from their respective jurisdictions for the purposes of providing legal representation and advice in conducting the meeting in a manner that protects privileged information.

XIV. PROCESSING OF LAWSUITS

A. Notification to Other Jurisdictions. In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with section XII of this Agreement.

B. Coordination of Initial Meeting. The jurisdiction that initially receives a lawsuit shall schedule a meeting with the Board to determine the logistics in which the suit will be defended. Board members shall be permitted to invite legal and insurance representatives from their respective jurisdictions for the purposes of providing legal representation and advice in conducting the meeting in a manner that protects privileged information.

XV. PRE-CLAIM FILING REQUIREMENTS

Section XII of this Agreement requires that the jurisdiction receiving a claim or lawsuit notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapter 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the state or federal Rules of Civil Procedure or the Revised Code of Washington.

XVI. TRIBE CONSENT TO JURISDICTION AND WAIVER OF SOVEREIGN IMMUNITY

The Muckleshoot Tribe hereby expressly consents to the jurisdiction of the courts of the state of Washington and the federal government and waives its sovereign immunity status or defense in order to hear and resolve legal or equitable claims or counterclaims brought in any lawsuit by and between the parties to this Agreement and or their affected officers, officials, employees, and members concerning the interpretation of this Agreement, an asserted breach of this Agreement or the enforcement of any of its provisions.

The Muckleshoot Tribe also expressly consents to the jurisdiction of the courts of the state of Washington and the federal government and waives its sovereign immunity status or defense in relation to any legal or equitable claims or counterclaims brought in any lawsuit by a third party wherein such third party seeks to recover, in law or equity, and under any legal claim whatsoever, for damages claimed to have arisen pursuant to the actions of the Task Force. The Muckleshoot Tribe hereby agrees that it shall be subject to all liability, hold harmless, and indemnification provisions contained within this Agreement to the same extent as the non-tribal jurisdictions that make up the Task Force.

XVII. COMPLIANCE WITH THE LAW

The Task Force and all its members shall comply with all federal, state, and local laws that apply to the Task Force.

XVIII. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all participating jurisdictions and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with this section.

It is recognized that during the course of operations, it may become necessary to alter the terms of this Agreement to provide for efficient operation of the Task Force and to meet the goals of the Task Force. It is further recognized that the Board has the expertise necessary to provide for the efficient operation of the Task Force. To that end, the parties agree that changes may be made to this Agreement, or addendums added to this Agreement, without prior approval of the legislative bodies of the parties on the condition that such changes or addendums shall be effective only by a unanimous vote of all members of the Board.

**City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form**

<u>Department/Staff Contact:</u> Kassandra Raymond, Accounting Manager	<u>Council Meeting Date:</u> January 27, 2008	<u>Agenda Item Number</u> AB09-20
<u>Ordinance Number:</u> n/a	<u>Resolution Number:</u> 1914	<u>Councilmember Sponsor:</u>
<u>BUDGET INFORMATON</u>		
<u>2009 Budget Amount</u> \$4,100.00*	<u>Required Expenditure</u> \$4,000.00	<u>Impact</u>
		<u>Remaining Balance</u> \$100.00
<u>Explanation:</u> This item was specifically budgeted as part of the overall 2009 \$119,100 Professional Services budget line item in Financial Services (001.000.014.514.10.41.xx).		
<u>Agenda Subject:</u> Authorize Mayor to enter into agreement with Garda for armored courier services.		

<u>Administrative Recommendation:</u> Authorize Resolution and contract execution.

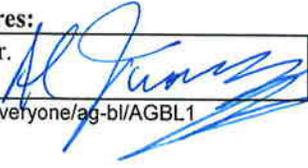
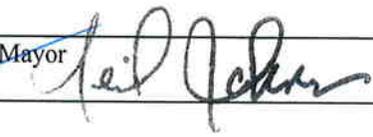
<p><u>Background Summary:</u></p> <p>The City is required by statute (RCW 43.09.240) to deposit receipts every twenty-four (24) hours. Currently, City practice has deposits maintained in a gun safe with a Finance staff making a daily run to the bank for deposits. There are multiple safety, control, and efficiency issues with the current process. From a safety standpoint, we must consider both the safety of the employees as well as the safety of the assets. From the Annex, an employee brings the deposit to City Hall. In Finance, one employee is tasked with taking to deposits to the local Bank of America branch on a daily basis. There is risk associated with this activity, especially in months where the deposit is being taken during dark afternoon hours. In addition to security and safety issues, deposits are handled multiple times, staff time is lost during daily trips to the bank (1/2 hour to one hour daily due to the configuration of the Bank of America drop box located within the drive-thru lane), there is occasional staffing disruption due to schedule changes, etc.</p> <p>The Finance Department has reviewed the issues, and recommends the use of a licensed and bonded courier service for pickups of deposits at City Hall. We solicited quotes from four armored courier services (including the company on the state contract for armored services) for daily pickup from City Hall to include insurance coverage and change delivery upon request from the bank's central cash vault. We hope to add the Annex as a separate pickup in the future.</p> <p>Improving the safety and efficiency of our deposit processes has been an ongoing goal for the Finance Department, and we included in our 2009 Budget \$4,100 for courier services (pg. 4-19 of the Adopted 2009/2010 Budget Document). This breaks down to approximately \$16 per business day, well worth the increased efficiency in both staff time and safety.</p>

<u>Council Committee Dates:</u>	<u>Agency/Commission Dates:</u>	<u>Board/Hearing Examiner Dates:</u>
Finance Committee:	Planning Agency :	Park Board:
Public Safety Committee:		Hearing Examiner:
Community Development & Planning Committee:	Design Commission:	
Council Workshop:	Civil Service Commission:	

Council Action:

Council Call for Hearing:	Council Hearings Date:	
Council Referred Back to:	Workshop:	Committee
Council Tabled Until:	Council Meeting Dates:	

Signatures:

Dept. Dir. 	Mayor 	Date City Attorney reviewed
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G:\users\everyone\ag-bl\AGBL1

FINANCE COMMITTEE

DATE: January 13, 2009

ORIGINATOR: Kassandra Raymond

TITLE: Accounting Manager

SUBJECT/DISCUSSION: As operating practice, the City deposits receipts each business day. Currently, City practice has deposits maintained in a gun safe with a Finance staff making a daily run to the bank for deposits. There are multiple safety, control, and efficiency issues with the current process. From a safety standpoint, we must consider both the safety of the employees as well as the safety of the assets. From the Annex, an employee brings the deposit to City Hall. In Finance, one employee is tasked with taking to deposits to the local Bank of America branch on a daily basis. There is risk associated with this activity, especially in months where the deposit is being taken during dark afternoon hours. In addition to security and safety issues, deposits are handled multiple times, staff time is lost during daily trips to the bank (1/2 hour to one hour daily due to the configuration of the Bank of America drop box located within the drive-thru lane), there is occasional staffing disruption due to schedule changes, etc.

The Finance Department has reviewed the issues, and recommends the use of a licensed and bonded courier service for pickups of deposits at City Hall. We solicited quotes from four armored courier services (including the company on the state contract for armored services) for daily pickup from City Hall to include insurance coverage and change delivery upon request from the bank's central cash vault. We hope to add the Annex as a separate pickup in the future.

Improving the safety and efficiency of our deposit processes has been an ongoing goal for the Finance Department, and we included in our 2009 Budget \$4,100 for courier services (pg. 4-19 of the Adopted 2009/2010 Budget Document). This breaks down to approximately \$16 per business day, well worth the increased efficiency in both staff time and safety.

ORDINANCE/RESOLUTION: Resolution #1914

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve execution of contract with Garda Security for courier services, under Washington State Contract #06806DB.

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:
MAYOR FINANCE DIRECTOR CITY ATTORNEY

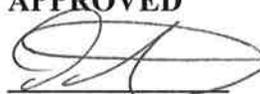
BUDGET INFORMATON

BUDGETED ITEM: Yes TOTAL COST: \$4,000 in 2009

<u>2009 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$4,100.00	\$4,000		\$0

Explanation: This item is budgeted as part of the overall \$119,100 2009 Professional Services budget line in Financial Services.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
Dan Swatman, Chairperson	<u>1-13-09</u>		_____

RESOLUTION NO. 1914

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING A CONTRACT WITH GARDA
INTERNATIONAL, dba AT SYSTEMS INC.**

The City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign an agreement with Garda International, dba AT Systems Inc., for armored courier services under Washington State General Services Administration contract #06806DB.

PASSED by the City Council this 27th day of January, 2009.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

State of Washington
Current Contract Information

Revision date: September 25, 2008

Armored Car Services (06806 DB)

Contract number: 06806DB
Contract title: Armored Car Services
Purpose: To implement vendor name change. Old name of AT Systems has been changed to Garda.
Period of performance: 07/01/07 **through:** 07/01/09
Contract term: Four (4) additional one year renewal options not to exceed 06/30/13
Services available: Armored Car Services Statewide
Contractors: Current contractor(s).
1. Garda
Contract pricing: Please See Below

SPECIAL NOTICE: The 06806DB- Armored Car Services contract was awarded to AT Systems, Inc. which is a legal business entity. Like many corporate structures, AT Systems owns several companies and is itself owned by a company, Garda International. AT Systems rebranded its name in alignment with the parent company; however, AT Systems Inc. continues to exist and continues to operate as OSP's vendor on the 06806DB contract. Said simply, the contractual relationship has not changed. Business with the Garda brand under this contract relationship is doing business with AT Systems Inc. OSP apologizes for any confusion.

The following pages contain key contract features. For detailed information please view the original solicitation and amendment to this contract at:
<http://www.ga.wa.gov/pca/bids/06806b.doc> or contact your local agency Purchasing Office.

To provide feedback on vendor performance please submit a Vendor and Contract Report Card

Overview:

This contract, established by the Department of General Administration, Office of State Procurement, offers "Not to Exceed" (NTE) pricing for Armored Car Services in all counties within the State of Washington.

Services under this contract are available *Statewide*, 7 days per week, 365 days per year.

This contract also offers cash management equipment to meet your organization's needs.

To set up a service schedule please contact Justin Madden with Garda at 206-793-4676 or jmadden@atsystemsinc.com.

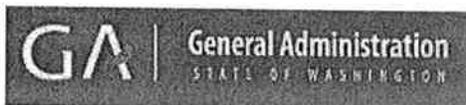
Pricing:



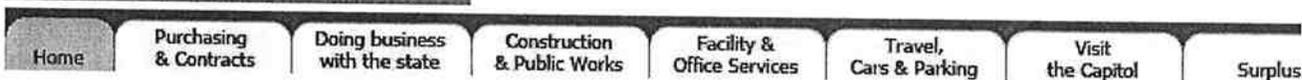
06806DB- Armored
Car Services Pricing

Please Note:

- If you anticipate that your shipments will exceed \$50,000. Please notify AT Systems and establish excess coverage beyond the Maximum Shipment Liability.



About GA | Jobs



Purchasing & Contracts >> Contracts

Printable Version

Purchased Services Master Contract

Contract#: 06806

A master contract for purchased services.

SPECIAL NOTICE: DHL to cease contract 06806DA performance effective 9/19/08. See the Current Contract Information (CCI) document below for expanded details.

Services currently available under Contract No. 06806 are:

•Communication Services:

- 06806AA- Translation Services (Translation of written word documents)
- 06806AB- Translation Services, ACES (Automated Client Eligibility System) unsupported languages
- 06806AC- Telephone-based Interpretation Services
- 06806AD- Interpretation Services, Spoken, Court and Others

•06806BA- Legal Services: Process Servers

•06806CA- Financial Services: Debt Collection

•Delivery Services:

- *06806DA- Small Package
- *06806DB- Armored

For more information regarding a specific service under this contract, please see the Current Contract Information document or contact customer service.

Current Term Start Date: 10-01-2006 **Award Date:** 10-01-2006 **Est. Annual Worth:** \$4,595,239

Current Term Ends On: 09-30-2010 **Final Term Ends On:** 09-30-2012 **Commodity Code(s):** 9999

Diversity: 0% WBE 0% MBE

Contact Information: Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Who can use this contract?

- * Washington State agencies
- * Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- * Participating Colleges, Universities, Community & Technical Colleges
- * Oregon Coop Members

Contract Documents & Resources

- * View Current Contract Information (CCI)
- * Original Solicitation Document
- * Contract Updates
- * Submit Contractor Feedback
- * Best-buy Notification

Contractor(s):

Diversity

LEGAL COURIERS, INC.

FEDEX CORPORATION

RUSSTECH LANGUAGE SERVICES, INC.

COLUMBIA LANGUAGE SERVICES, INC.

CARMAZZI INC

EASTERN WASHINGTON ATTORNEY SERVICES INC.,

RODGER FRISTAD

SAUL C. CASTILLO
 INTERNATIONAL REFUGEE COUNCIL OF SPOKANE
 CENTERPOINT LANGUAGE SERVICES
 LANGUAGE FUSION LLC M
 LINGUALINX LANGUAGE SOLUTIONS
 LSS INTERNATIONAL, INC.
 DHL EXPRESS
 AT SYSTEMS
 NORTHWEST INTERPRETERS, INC.
 PACIFIC INTERPRETERS, INC.
 ABC LEGAL SERVICES, INC.
 CASEY INVESTIGATIONS
 THE LANGUAGE EXCHANGE, INC. W
 PROFESSIONAL SPANISH INTERPRETING & TRANSLATING SERVICES
 DYNAMIC LANGUAGE CENTER M
 FOREIGN LANGUAGE SPECIALISTS, INC. W
 PRONTO PROCESS SERVICE, INC
 WORLDLINK TECHNOLOGIES
 VIALANGUAGE, INC.
 LANGUAGE LINE SERVICES INC.
 WORLD LANGUAGE SERVICES
 INTERNATIONAL LANGUAGE SERVICES, INC.
 PERCIBA, INC.
 TACOMA COMMUNITY HOUSE - LANGUAGE BANK
 UNIVERSAL LANGUAGE SERVICE, INC.
 ALLIANCEONE RECEIVABLES MANAGEMENT, INC.
 POLYLANG TRANSLATION SERVICES
 CORPORATE TRANSLATION SERVICES, INC.
 VANCOUVER LEGAL MESSENGERS, INC.

M=OMWBE Certified Minority Owned **W**=OMWBE Certified Women Owned **MS**=Self Identified Minority Owned **WS**=Self Identified Women Owned



GARDA

Northwest District Sales Office

ARMORED CAR SERVICE BID

DATE: 1/9/2009

TO: City of Bonney Lake
ATTN: Kassandra Raymond

FROM: Justin Madden
AT Systems Inc
206-793-4676
jmadden@atsystemsinc.com

SUBJECT: Armored Car Service Bid

Thank you for the opportunity to bid on armored car service for the City of Bonney Lake.

AT Systems armored car service provides for the pick up of deposits, delivery to your bank

A dollar amount for liability will be based it on \$200,000 per your request at no extra charge.

Base Rate:	5-Day Service:	\$310 per month for each location
Holiday Rate:		\$50.00 per holiday Holiday service available with the exception of Christmas Day
Off Day Service:		\$45.00 per service
Fuel Sur-Charge:		No Fuel Sur-Charge
Bag charge in excess of (5) four:		\$0.55 per bag after 5
Excess liability:		\$0.20 per \$1000 in excess of \$200,000
Excess premise time:		\$1.75 per minute after 5 minutes

Garda formerly known under the name of AT Systems has been in business since 1941. Garda is committed to provide outstanding service and to ensuring the security of your money from pick up to deposit.

Prior to employment, all employees have undergone intensive background checks. This includes Department of Transportation physicals, a pre-employment polygraph and have passed drug and alcohol screenings. Also, random drug testing is done every month.

All employees receive on-going training and reviews regarding firearm use, driving safety and security training for job safety.

If you have further questions or need additional information, please contact me at the number listed above.

Once again, thank you for the opportunity to bid on armored car service. If you have any questions or there is anything I can do for you, please, just ask. I look forward to hearing from you.

Sincerely,

Justin Madden
State of Washington Account Executive
Garda.
Seattle, WA
206-793-4676
justin.madden@gardaglobal.com

Kassandra Raymond

From: Madden, Justin [justin.madden@gardacashlogistics.com]
Sent: Friday, January 09, 2009 7:43 AM
To: Kassandra Raymond
Subject: RE: Request for Updated Pricing/Availability for Courier Services
Attachments: Bonney Lake Armored Quote.doc

Kassandra,

Attached is the pricing you requested. If you have any questions or concerns please feel free to contact me.

Regards,

Justin

JUSTIN MADDEN
Business Development Manager
Garda Cash Logistics
1401 E Yesler Way
Seattle, WA 98122
C: 206-793-4676
F: 425-242-1170
justin.madden@gardaglobal.com
gardacashlogistics.com
gardaglobal.com TSX:GW

The information contained in this electronic mail transmission is intended by Garda for the use of the named individual(s) or entity to which it is directed and may contain information that is confidential or privileged. If you have received this electronic mail transmission in error, please notify the sender by reply email so that the sender's address records can be corrected, then delete the message from your system without copying or forwarding it.

From: Kassandra Raymond [mailto:raymondk@ci.bonney-lake.wa.us]
Sent: Tuesday, January 06, 2009 1:27 PM
To: Tara.Tibbits@us.loomis.com; Stephanye.Smith@brinksinc.com; Madden, Justin; Ken Willard
Subject: Request for Updated Pricing/Availability for Courier Services

Hello all, in September 2007 and April 2008, I solicited quotes for daily armored car service for the City of Bonney Lake. Unfortunately, the project was delayed, but we are now ready to propose implementation to our City Council for approval. To that end, I am requesting updated quotes for the following service:

Pickup location: City of Bonney Lake, 19306 Bonney Lake Blvd, Bonney Lake WA 98391
Pickup frequency: Once each business day.
Pickup time: Flexible
City Bank: Bank of America
Maximum Liability: \$200,000

Shortly after implementation, the City may add a 2nd location (City Annex/Development Services, 8720 184th Ave E, Bonney Lake WA 98391).

Please provide a quote via e-mail for the single location pickup, and what the additional location would be if we decided to implement a separate pickup at the Development Center.

Thank you,

Kassandra Raymond
Accounting Manager
City of Bonney Lake
19306 Bonney Lake Blvd.
PO Box 7380
Bonney Lake, WA 98391-0944
Phone: 253.447.4316
Fax: 253.862.8538
raymondk@ci.bonney-lake.wa.us

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are a

FINANCE COMMITTEE

DATE: January 13, 2008

ORIGINATOR: Don Morrison

TITLE: City Administrator

SUBJECT/DISCUSSION: Service Agreement with the BL Chamber of Commerce

ORDINACNE/RESOLUTION: Resolution No. 1911

REQUEST OR RECOMMENDATION BY ORIGINATOR: Recommend Approval

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED BY THE:

MAYOR	Yes
FINANCE DIRECTOR	Yes
CITY ATTORNEY	Pending

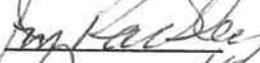
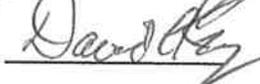
BUDGETED ITEM: NA **TOTAL COST:**

<u>2008 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
\$15,000	\$15,000		

Explanation: A service agreement with the Bonney Lake Chamber of Commerce has been budgeted since 2007, but has to date not been implemented.

The City receives significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues. The City does not have the necessary time or resources to adequately promote economic investment. The Chamber works closely with organizations formed for the express purpose of promoting and attracting new business, expanding existing business and otherwise enhancing economic opportunities in Bonney Lake, especially in the Downtown area. It is proposed that the City and Chamber enter into a partnership for the purpose of undertaking the planning and implementation of certain economic development marketing and business development, assistance and retention designed to strengthen and expand the business climate and economic development in the City. This would be a one year trial agreement. If renewed for a successive year, we would propose that the Chamber relocate their office to the downtown area, providing appropriate space can be obtained, such as in the new IJC.

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
Dan Swatman, Chairperson	<u>1-13-09</u>		_____
Jim Rackley, Chair CDC	<u>1-13-09</u>		_____
Dave King, Chair, Public Safety	<u>1-13-09</u>		_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK	FINANCE DIRECTOR	CITY ATTORNEY
Please schedule for Council Meeting date of: _____		

RESOLUTION NO. 1911

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF BONNEY LAKE AND THE BONNEY LAKE CHAMBER OF COMMERCE

WHEREAS, the City receives significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues; and

WHEREAS, the City does not have the necessary time, expertise or resources to adequately promote economic investment; and

WHEREAS, the Chamber works closely with organizations formed for the express purpose of promoting and attracting new business, expanding existing business and otherwise enhancing economic opportunities in Bonney Lake, especially in the Downtown area; and

WHEREAS, the City and Chamber mutually desire to establish a visitor information center; and

WHEREAS, it is the desire of the City to enter into a partnership with the Chamber for the purpose of undertaking the planning and implementation of certain economic development marketing and business development, assistance and retention designed to strengthen and expand the business climate and economic development in the City.

Now therefore, be it resolved;

The City Council of the City of Bonney Lake, Washington does hereby authorize the Mayor to sign the attached Personal Services Agreement with the Bonney Lake Chamber of Commerce for economic development services.

PASSED by the City Council this 13th day of January, 2009.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Bonney Lake ("City") and the Bonney Lake Chamber of Commerce ("Chamber").

WHEREAS, the City receives significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues; and

WHEREAS, the City does not have the necessary time, expertise or resources to adequately promote economic investment; and

WHEREAS, the Chamber works closely with organizations formed for the express purpose of promoting and attracting new business, expanding existing business and otherwise enhancing economic opportunities in Bonney Lake, especially in the Downtown area; and

WHEREAS, the City and Chamber mutually desire to establish a visitor information center; and

WHEREAS, the purpose of this Agreement is to enter into a partnership with the Chamber for the purpose of undertaking the planning and implementation of certain economic development marketing and business development, assistance and retention designed to strengthen and expand the business climate and economic development in the City.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Scope of Work.** The Chamber shall perform all work and provide all materials described in the Scope of Work and major tasks set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using equipment and staff provided by Chamber, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Chamber shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. By mutual agreement, the parties may make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Chamber in performance of work under this Agreement shall be tendered to the City upon completion of the work, and may be used by the City without restriction. Any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Chamber.
- 3. Payment.** The Chamber shall be paid by the City for completed work and services rendered under this Agreement pursuant to the fees set out in Exhibit B, attached hereto and incorporated herein by this reference. Chamber may bill quarterly for the General Services set forth in Exhibit "A", and upon completion for the Special projects set forth in Exhibit "A". Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. Payment for work within the Scope of Work (Exhibit A) shall not exceed the fee set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

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

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

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

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

7. **Nondiscrimination.** Chamber agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. Chamber understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Chamber shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective _____ 1, 2009 and shall terminate one year thereafter; provided however, that not less than sixty days prior to the termination date, the parties may mutually agree in writing to extend the agreement for another year.

9. **Termination by City.** In the event the services of the Chamber are terminated by the City, the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Chamber in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the Agreement had not been terminated. In the event this Agreement is terminated for fault, the original copies of all work products prepared by the Chamber prior to termination shall become the property of the City for its use without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Chamber.

10. **Termination by Chamber.** Chamber may terminate this Agreement at any time by giving the City thirty (30) days advance written notice.

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

12. **Indemnification / Hold Harmless.** Chamber shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, solely arising out of or resulting from the acts, errors or omissions of the Chamber in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

13. **Insurance - General Liability Insurance.** Chamber will carry public liability insurance with carriers satisfactory to the City, in amounts no less than: \$500,000 public liability (each person), \$1,000,000 public liability (each occurrence) with endorsements naming the City as an additional insured, and will provide the City with a copy of the certificate of insurance. The Chamber will give the City 30 days written notice prior to any cancellation of said insurance policy.

14. **Assigning.** This Agreement and all rights or obligations under this Agreement, including without limitation, the rights to enforce the provisions of this Agreement, may not be assigned in whole or in part by either party without the express written consent of the other party.

15. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

16. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

CITY OF BONNEY LAKE

BONNEY LAKE CHAMBER OF COMMERCE

By: _____
Neil Johnson, Mayor

By: _____

By: _____

Attachments:

Exhibit A: Scope of Work/Deliverables

Exhibit B: Fees

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EXHIBIT A: SCOPE OF WORK

The Chamber of Commerce (Chamber) shall undertake the following major tasks:

General Services

- Staff and maintain a visitor's center in Bonney Lake to be open to the public at least 20 hours per week (times of operation to be negotiated with the City). Hours of operation shall be clearly posted and visible to the general public on the exterior of the office door.
- Promote current business and businesses within the City of Bonney Lake. Pro-actively market the City of Bonney Lake to potential business and industry which will add to the tax base of the City.
- Engage discussions among and between Downtown property owners and business interests to facilitate redevelopment of the downtown.
- Engage discussions among Eastown property owners and businesses to facilitate the coordinated development of Eastown.
- Review and investigate economic development opportunities that will benefit the local Bonney Lake economy, make recommendations to the City as to prioritization of such opportunities.
- Work with existing Bonney Lake businesses on business expansion and retention issues.
- Quarterly and annually report to the City on the economic development activities undertaken.

Special Projects

- Develop a camera-ready master of a 4-color 8.5" X 14" 2 sided/4panel Bonney Lake marketing brochure, including pdf version for online distribution.
- Develop a camera-ready master of a 2-color comprehensive Bonney Lake Business Directory by business category (to include all licensed businesses in the City), including an electronic version suitable for use on the City's website (City to provide list of licensed businesses in an Excel spreadsheet).

EXHIBIT B: CONSIDERATION

The City shall pay the Chamber total compensation not to exceed fifteen thousand dollars (\$15,000) under this Agreement to accomplish the tasks comprising the scope of work listed in Exhibit "A".