



CITY OF BLACK DIAMOND
July 17, 2008 Workstudy Agenda
25510 Lawson St., Black Diamond, Washington

6:00 P.M. – CALL TO ORDER

1.) Discussion on Transportation Level of Service (LOS) Mr. Pilcher, Mr. Boettcher and Mr. Davies

ADJOURNMENT:



CITY OF BLACK DIAMOND
July 17, 2008 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 253-631-0351. Thank you for attending this evening.

PUBLIC HEARINGS:

1.) **AB08-054b – Latecomer's Agreement** Mr. Combs

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Reserve at Covington Creek TDR Pilot Project Darren Greve

UNFINISHED BUSINESS: None

NEW BUSINESS:

2.) AB08-076 – Ordinance Amending the 2008 Budget	Ms. Miller
3.) AB08-077 – Ordinance Adopting a New Chapter 19.30 to the Black Diamond Municipal Code	Mr. Pilcher
4.) AB08-078 – Resolution Authorizing Interlocal Agreement with Puget Sound Regional Council	Mr. Pilcher
5.) AB08-079 – Resolution Authorizing Professional Service Agreement with Parametrix	Mr. Boettcher
6.) AB08-080 – Resolution Authorizing Interlocal Agreement Regarding Block Grant Program	Mayor Botts

DEPARTMENT REPORTS:

Community Development – Steve Pilcher
Natural Resources – Aaron Nix

Public Works – Seth Boettcher

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

7.) **Minutes – Council Meeting of June 19, 2008**

8.) **Warrants – July 17, 2008 No. 31869, 31870, 31932 through 31942, 31944 through 31948, 31949 through 31948 (voided check 31943) in the amount of \$819,144.01.**

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Public Hearing - Resolution No. 08-508, authorizing the Mayor to enter into a Latecomer's Agreement with Black Diamond Development, LLC	Agenda Date: July 17, 2008		AB08-054b
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs	X	
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		X
	Economic Devel. – Andy Williamson		
Cost Impact:	Police –		
Fund Source:	Court – Kaaren Woods		
Timeline:			
Attachments: Resolution No. 08-508, Agreement, Exhibit's A, B, C, D, E			
SUMMARY STATEMENT: Public Hearing continued to August 7 th Council meeting.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 5, 2008	Public Hearing Continued to June 19 th Council Meeting		
June 19, 2008	Public Hearing Continued to July 17 th Council Meeting		
July 17, 2008	Public Hearing Continued to August 7 th Council Meeting		

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Ordinance No. 08-865, amending the 2008 Budget Ordinance No. 07-843 to reflect changes in revenues and expenditures	Agenda Date:	July 17, 2008	AB08-076
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		X
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Police – Jamey Kiblinger		
	Court – Kaaren Woods		
Cost Impact: \$8,726,247	Community Develop.- Steve Pilcher		
Fund Source: Various - all are covered by revenues or beginning cash carryover	Economic Develop.- Andy Williamson		
Timeline:			

Attachments: Ordinance 08-0865, Exhibit A

Washington State Law requires that municipal budgets be amended by City Council when expenditures are higher than budgeted amounts, or when budget authority is exhausted from any particular fund at mid-year and/or year-end. This Ordinance consolidates many items previously approved by Council, accounts for funding agreement expenses and reimbursements not in the 2008 budget, and corrects many items discovered during the Finance Department's audit of the 2008 budget and comparison to actual costs.

This budget change adds an additional \$8,726,247 to the original 2008 budget. All additional expenditures are re-balanced from various revenue sources and cash carryover.

Of the total amount, 46% or \$4,005,776 results from technical transfer corrections relating to reclassifying REET (Real estate Excise Tax) from Capital Project funds to Special Revenue Funds per the State requirement.

The budget also accounts for the Railroad Avenue Transportation Improvement Board grant project. The total project is \$1,075,443, which includes the \$107,500 matching transfer from the Street Fund and the remainder (90%) in grant dollars. The Water Supply Facilities Funding Agreement (WSFFA) Fund requires a budget change of \$548,150 which covers 2008 expected costs for legal services, Palmer Easement, Water Rate Study and Water System Plan plus \$300,000 for design work this year for rebuilding the springs. The \$548,150 will be reimbursed by the benefiting partners. The Water Fund and Wastewater Funds include adjustments for reallocation of labor costs to now include a storm water ("drainage") allocation. The changes also reflect the addition of the Public Works director with funding coming from the funding agreement until rate studies are implemented, as well as rate studies, and transfers from respective utility reserve funds to meet costs. The Storm Water/Drainage Fund includes a \$75,000 Department of Ecology grant and the \$100,000 loan from the Sewer fund approved by Council on June 5, 2008, to cover stormwater planning and utility development

Of the General Fund budget change of \$2,035,006, 88% or \$1,796,615 is due to technical adjustments related to the funding agreement. This includes adjusting the positions to actual salary and benefit amounts, adjusting on-going cost to contract, and adjusting one-time only costs for equipment, furniture,

and software as covered by funding agreement budget. Also included are the professional service agreements approved by Council, which are primarily financed through the funding agreement and the professional service and legal cost for the YarrowBay SEPA process. The final \$238,391 of the General Fund budget adjustment includes some salary and benefit adjustments—the primary being an unbudgeted position in the Police Department that had an allocated position but no funding—as well as other technical corrections and miscellaneous adjustments. Also included is a carry over transfer from the 2007 budget of \$29,000 for the Boat Launch Project this is combined with a \$50,000 grant from King County for a total project budget of \$79,000 in the Capital Project Funds. General Fund revenues covers all but \$178,170 of the adjustment. To rebalance the budget, that amount is required to be budgeted from carryover General Fund cash. With current budget running on target or below forecasted expenditures, the City still predicts it will end the year without needing the additional carryover cash.

A final year-end budget change adjustment may be needed for other unknown and known expenses (such as jail costs that may be under budgeted but are unpredictable).

COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the budget adjustment Ordinance June 17, 2008 and July 2, 2008.

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 08-865 amending the 2008 Budget Ordinance No. 07-843 to reflect changes in revenues and expenditures.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 17, 2008		

ORDINANCE NO. 08-865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE BUDGET FOR CALENDAR YEAR 2008 AS ADOPTED BY ORDINANCE 07-843 BY MEANS OF APPROPRIATIONS, ADJUSTMENTS AND TRANSFERS WITHIN VARIOUS FUNDS IN ACCOUNTS IN THE 2008 BUDGET

WHEREAS, the amounts of dollars actually received within the accounts of various funds in the 2008 budget vary from the amounts set forth in Ordinance No. 07-843; and

WHEREAS, it is necessary to make adjustments to those accounts and/or funds by means of appropriation adjustments and transfers to the 2008 Budget; now, therefore

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 2 of Ordinance 07-843 is hereby amended to read as set forth in Exhibit A attached hereto.

Section 2. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Introduced this 17th day of July, 2008.

Passed by a majority of the City Council at a meeting held on the 17th day of July, 2008.

Mayor Howard Botts

Attest:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Posted: _____

Effective Date: _____

City of Black Diamond, Washington
July 2008 Budget Adjustment Summary

Exhibit A

A. Estimated Expenditures by Fund

	Jan 08 Budget 07-843	July 2008 Adj	Grand Total 2008 Budget
Fund 001	4,059,175	2,035,006	6,094,181
Fund 101	127,818	107,500	235,318
Fund 102	22,500	0	22,500
Fund 103	17,320	0	17,320
Fund 104		988,292	988,292
Fund 105		1,014,596	1,014,596
Fund 106	32,300	0	32,300
Fund 122	125,418	0	125,418
Fund 310	112,000	997,642	1,109,642
Fund 320	115,000	2,090,039	2,205,039
Fund 401	1,441,765	80,164	1,521,929
Fund 402	16,000	548,150	564,150
Fund 404	16,000	253,900	269,900
Fund 407	647,058	205,394	852,452
Fund 408	50,000	230,564	280,564
Fund 410		175,000	175,000
Total	6,782,354	8,726,247	15,508,601

City of Black Diamond, Washington

Exhibit A

July 2008 Budget Change

Department	General Fund	BFB & Revenue	Expenditures
	Beginning cash & investment carryover	178,170	
Admin	City Administrator - professional training per hiring contract		3,000
City Clerk	Clerk - voters registration		5,000
Court	Carryover Court 2007 capital budget & BFB	3,041	3,041
	Washington State trial court trial grant	14,000	
	Court - video conferencing program from grant		14,000
	Court - Judge wage adjustment from \$33,000 to \$45,000		12,000
	Court - salaries & benefits - adjust to actual		19,478
Finance	Finance part-time salaries - adjust to actual		9,703
Info Tech	Information Technology - software & misc - nonfunding agreement		10,000
	Information Technology - software move from Funding Agreement		(10,000)
Community Dev	Planning salaries & benefits - adjust to actual		4,671
Police	Traffic School revenue - July to December 2008	45,000	
	Police - Civil Service testing fees		8,000
	Police fire arms training and ammunition		10,840
	Police salaries & benefits - adjust to actual		95,493
	Police vehicles from 2 @ \$60,246 to 3 @ \$76,211		15,965
	Police - building utilities, security and maintenance costs		25,000
	Move old City Hall maintenance budget out of Funding Agreement		(25,000)
Parks & Rec	Delete Parks transfers in and out - now in General Fund	(7,520)	(7,520)
	Delete Cemetery transfer in and out - now in General Fund	(10,300)	(10,300)
	Facilities Truck		20,000
	Transfer out carryover to Boat Launch Repair Project		29,000
	Black Diamond 50th anniversary - Feb 19, 2009		5,000
All Gen Fund	Department training, travel and meals increase @\$500 each dept.		5,000
	General Fund Deposits & Reimbursible Professional Services		
Reimbursable	Hearing Examiner - professional services		6,000
Professional	Hearing Examiner - reimbursement revenue	6,000	
Services	Misc pass-through developer expense		10,000
	Misc pass-through developer revenue	10,000	
Funding Agreement	Prof services - development standards - Ap 6/7/07		20,050
	Prof services design standards & guidelines - Ap 1/17/08		36,730
	Prof services Comp Plan - Ap 1/17/08		55,620
	Prof services Comp Plan transportation planning - Ap 4/17/08		10,080
	Funding Agreement reimbursements	122,480	
SEPA Processing	Prof services SEPA - Yarrow Bay - Ap 4/17/08		578,750
	Legal Services - SEPA		50,000
	SEPA Developer Reimbursements	628,750	

		BFB & Revenue	Expenditures
General Fund - Funding Agreement Budget Changes			
All	Funding Agreement reimbursement	1,045,385	
	True up salaries & benefits from Funding Agreement		295,409
Legal	Legal costs - Funding Agreement		175,000
	Code enforcement Funding Agreement		50,000
Finance	One time Finance software and hardware		50,000
Info Tech	Technology - webpage, software, misc		5,000
	Replacement computer upgrades		25,000
	One time Permits software and hardware		110,000
	One time copiers cost		29,139
Facilities	True up Facilities ongoing costs @45,000 a quarter		108,000
	One time generator costs and installations		54,857
	One time furniture cost		120,000
	Publishing Comprehensive Plan zoning codes		1,500
	Publish critical area codes		1,500
	Total General Fund	2,035,006	2,035,006
101 Street Fund			
	Beginning balance forward	107,500	
	Public Works Director Funding Agreement		35,874
	Salary and Benefits for Public Wks Dir. Funding Agreement reimbursement	35,874	
	Transfer to Street Capital Fund for TIB grant matching		107,500
	Total Street Fund	107,500	107,500
104 REET I Tax Fund			
	Transfer in from old 310 Fund	988,292	
	Ending Cash Balance		988,292
	Total REET I Fund	988,292	988,292
105 REET II Tax Fund			
	Transfer in from old 320 Fund	1,014,596	
	Ending Cash Balance		1,014,596
	Total REET II Fund	1,014,596	1,014,596
310 Old REET I Fund - Now General Govt Capital Projects			
	Transfer balance of REET 12/31/2007 C&I to new 104		988,292
	Beginning cash & investment balance	988,292	
	KC Parks shared tax	9,350	
	Parks trails capital project from King County		9,350
	Parks - Boat launch repairs		79,000
	Carryover transfer in from General Fund	29,000	
	King County boat launch grant	50,000	
	Total Government Capital Projects Fund	997,642	997,642
320 OLD REET II Fund - Now Street Capital Projects			
	Transfer out balance of REET II - 12/31/07 to New 105 Fund		1,014,596
	Beginning cash & investment balance	1,014,596	
	Total old REET II fund	1,014,596	1,014,596

	BFB & Revenue	Expenditures
Street Capital Project		
TIB Grant	967,943	
Transfer in from Street for matching grant	107,500	
Baker Street Capital Project		1,075,443
Total Street Project	1,075,443	1,075,443
Total Street Capital Projects Fund	2,090,039	2,090,039
401 Water Fund		
Decrease salaries & benefits due to Drainage allocation		(56,137)
Increase salaries & benefits for portion of Public Works Dir.		37,415
Funding Agreement Public Works Director reimburse	37,415	
Increase salaries & Benefits for summer part time - 1/4 Water		4,000
Training, travel & meals		500
Reduce revenue for investment interest to trend	(15,000)	
Reduce Water Connections Revenue to trend	(48,000)	
Update beginning and ending cash & investment balance	(148,151)	61,316
Water Fund Debt Service		
Transfer in from Water Reserve for debt service	253,900	
Pay off Water Revenue Bonds - principal & interest		33,070
Total Water Fund	80,164	80,164
402 WSFFA Fund		
Legal service		40,000
Palmer easement		133,000
Water Rate Study - Ap 6/7/07		15,580
Water System Plan - Ap 2/21/08		59,570
Springs Project - design costs		300,000
Developer contributions	548,150	
Total WSFFA Fund	548,150	548,150
404 Water Reserve Fund		
Transfer out to Water Fund for debt service		253,900
Beginning cash & investment Balance	253,900	
Total Water Reserve Fund Fund	253,900	253,900

407 Waste Water Fund (Sewer)

Sewer Rate Study - Ap 2/21/08		20,390
Increase salaries & benefits for Sewer allocation		56,919
Increase salaries & benefits for Drainage allocations		56,919
Increase salaries & benefits for Sewer - PW Director		31,583
Increase salaries & benefits for Drainage - PW Director		31,583
Increase salaries & benefits for summer part time - Drainage		4,000
Increase salaries & benefits for summer part time - Sewer		4,000
Funding agreement Public Works Director reimb	74,830	
Transfer in from 408 Sewer reserve fund	130,564	
Total Waste Water Fund	205,394	205,394

BFB &**Revenue Expenditures****408 Wastewater Reserve Fund (Sewer)**

Loan to Drainage Fund		100,000
Transfer out to Sewer operating fund		130,564
Beginning cash & investment balance	230,564	
Total Wastewater Reserve Fund	230,564	230,564

410 Drainage Fund

Dept of Ecology grant	75,000	
Loan from Sewer Reserve Fund	100,000	
Professional Service - Pac West - Ap 6/5/08		145,390
Professional services contingency		29,610
Total Drainage Fund	175,000	175,000

Grand Total Budget Change**8,726,247 8,726,247**

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Ordinance No. 08-866 adopting a new Chapter 19.30 of the Black Diamond Municipal Code relating to tree preservation	Agenda Date: July 17, 2008		AB08-077
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: N/A	Court – Kaaren Woods		
Fund Source: N/A	Comm. Development – Steve Pilcher		
Timeline: Effective 5 days after publication		X	
Attachments: Ordinance 08-866; proposed Chapter 19.30			
SUMMARY STATEMENT: <p>Trees are an important part of the visual character of the community; provide habitat for animals; are beneficial to stormwater and erosion control; can assist in improving air quality; and raise property values. Currently, the City does not have adequate regulations to require the retention of trees or ensure replacement in the event of their removal.</p> <p>The proposed new Chapter 19.30 establishes standards for maintaining significant trees in both new development and on existing developed properties. An initial draft of this chapter was prepared by Richard Weinman as part of the Zoning Code update; it has subsequently been amended by staff to address additional areas of concern, such as “heritage trees,” which are those trees that are of significance to the community.</p> <p>The proposed regulations provide an exemption for properties that are already preserving at least 40% of their total site area as open space. Consistent with State law, they also include a provision establishing a 6-yr. development moratorium on any site for which a Class II or III Forest Practices Permit has been issued. This effectively prevents the clear-cutting of a site in preparation to filing a development application.</p> <p>If significant trees are removed from a site, replacement is required. The number of replacement trees varies depending on the size of tree(s) removed.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None.			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 08-866 which establishes Chapter 19.30 Tree Preservation, as part of the Black Diamond Municipal Code.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 17, 2008			

ORDINANCE NO. 08-866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY WASHINGTON,
CREATING A NEW CHAPTER 19.30 OF THE BLACK
DIAMOND MUNICIPAL CODE REGARDING TREE
PRESERVATION

WHEREAS, the City Council finds that the preservation of significant trees is consistent with the goals and policies of the City Comprehensive Plan in that they are an integral part of the City's vision as contained in the Comprehensive Plan, the Black Diamond Urban Growth Area Agreement, and the Black Diamond Area Open Space Agreement and further find that trees stabilize soil and control water pollution, conserve energy, reduce storm water runoff, improve air quality, provide habitat to wildlife, preserve the forested character of the Pacific Northwest that citizens value, and also help mitigate the effects of global warming by helping to offset the carbon emissions from development; now, therefore

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY,
WASHINGTON, ORDAINS AS FOLLOWS:

SECTION 1. There is hereby added a new Chapter 19.30 to the Black Diamond Municipal Code which shall be entitled "Tree Preservation", and shall read as set forth in the attached Exhibit A, which is hereby incorporated by reference.

SECTION 2. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication as provided by law. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

SECTION 3. If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Introduced the 17th day of July, 2008.

Passed by a majority of the City Council at a meeting held on the 17th day of July, 2008.

Mayor Howard Botts

Attest:

Approved as to Form:

Brenda L. Streepy, City Clerk

Loren D. Combs, City Attorney

Published: _____

Posted: _____

Effective Date: _____

19.30

TREE PRESERVATION**Sections:**

19.30.010	Intent
19.30.020	Applicability
19.30.030	Retention of Significant Trees
19.30.040	Exemptions
19.30.050	Tree Removal Permits
19.30.060	Tree Replacement
19.30.070	Protection of Trees During Construction
19.30.080	Heritage Trees
19.30.090	Additional Definitions

19.30.010 Intent

A. The City recognizes the importance of trees for the benefits they provide to property values and to the environment. Trees stabilize soil and control water pollution, conserve energy, reduce storm water runoff, improve air quality, provide habitat to wildlife, and preserve the forested character of the Pacific Northwest that citizens value. Preserving trees in large quantities also contributes to a reduction in global warming.

B. The objectives of this chapter include reducing tree loss during construction and development; reducing indiscriminate removal and destruction of trees; and mitigating tree loss by requiring replacement of trees.

19.30.020 Applicability

The requirements of this section shall apply any time of any land alteration, whether pursuant to a permit for clearing, grading, land alteration, land disturbance, building construction or land development, or on an existing developed site.

19.30.030 Retention of Significant Trees

No person, corporation, agency or other entity shall remove any significant tree, as defined in this chapter, without first obtaining a tree removal permit pursuant to this chapter. Provided, a permit shall not be required for situations specifically exempted by this chapter.

19.30.040 Exemptions

The following actions are exempt from the provisions of this chapter:

- A. Emergency removal of any hazardous trees necessary to remedy an immediate threat to persons or property;
- B. Removal of trees within or adjacent to public rights-of-way or easements, at the direction of the City, for the protection of the public safety (such as obstructions inhibiting visibility at intersections);
- C. Removal of obviously dead or diseased trees;
- D. Removal of no more than six (6) trees in any thirty-six (36) consecutive months, subject to the following conditions:
 - 1. there is no current application for construction or development on the subject site;

2. the tree is not within an easement protecting a regulated critical area, designated primary or secondary open space, or a required buffer area; and
 3. the tree is not one of the last two significant trees on the property;
- E. The removal of trees for the construction of a new or addition to an existing single family dwelling or duplex within a maximum of ten (10) feet from the building exterior walls, driveway, and utilities;
- F. Trees that have been grown for the purpose of sales of Christmas trees or commercial landscaping materials by commercial nurseries and tree farms;
- G. Harvesting with a Class II or Class III forest practices permit issued by the Washington State Department of Natural Resources under RCW 76.09.050. Provided that, the City shall not accept and/or issue any land use or building permit for six years from the date of approval of a Class II or Class III forest practices permit; and
- H. Removal of trees from non-protected portions of a site when at least forty percent (40%) of the total site area is preserved as non-disturbed open space, critical areas and their associated buffers, or other areas subject to a conservation easement.

19.30.050 Tree Removal Permits

- A. A permit is required for the removal of trees that are subject to this chapter. A tree plan, meeting the following requirements and standards, shall be submitted as part of a permit application for tree removal.
- B. Existing Development/Level I Tree Plan.
1. A Level I Tree Plan is required for changes to existing development, including all residential, commercial, industrial or institutional sites that involve a land disturbance or expansion of buildings or parking. The following information shall be provided as part of the plan:
 - a. All proposed development of structures, parking, driveways, roadways, lanes, sidewalks and pathways, and retaining walls.
 - b. All significant trees located within the property.
 - c. Planting plan including location, species, and size of new trees to be planted.
 2. For existing development subject to a Level I Plan, all significant trees within any required perimeter planting area, critical area, buffer, designated primary or secondary open space, or native growth protection area shall be retained, except for driveways, lanes, or streets necessary for access and as approved by the City. In all other areas, site design should integrate significant trees into required landscaping.
- C. New Development/Level II Tree Plan
1. A Level II Tree Plan is required for new development, including residential, commercial, industrial or institutional developments that involve land disturbance, parking areas, roads, buildings, or other construction. The Tree Plan must be completed by a certified professional forester, arborist, or landscape architect and must provide the following information:
 - a. Information required for a Level I Plan; and
 - b. Description of off-site trees that could be affected by proposed activity.
 2. For new development subject to a Level II Plan, all significant trees within any required perimeter planting area, buffer, designated primary or secondary open space, or native growth protection area shall be retained, except for driveways, lanes, or streets necessary for access and as approved by the City. In all other areas, site design should integrate significant trees into required landscaping.

19.30.060 Tree Replacement

A. Each Level I and Level II Tree Removal Permit shall require a tree replacement plan. With the exception of significant trees that are relocated, each significant tree removed shall be replaced by new trees based on Diameter at Breast Height (DBH) as required by the table below.

B. Replacement trees shall be planted on the site from which significant trees are removed or, if on-site replacement is demonstrated to be impractical, on an off-site location determined by the City.

C. Replacement trees must meet the following criteria:

1. Significant trees must be replaced with an equivalent number of trees based on Diameter at Breast Height (DBH);

2. New trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;

3. New trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;

4. New trees must be located away from areas where damage is likely.

5. Deciduous replacement trees shall be a minimum of three (3) inch in caliper (DBH), evergreen trees must be a minimum of twelve (12) feet in height; and

6. Trees shall be watered as necessary to ensure survival and growth during their first two growing seasons after planting.

Size of Tree Removed (DBH)	Number of Replacement Trees Required
6" – 9"	3
9" – 12"	4
12" – 16"	5
>16"	6

D. In lieu of onsite tree replacement, the City shall create a "Significant Tree" removal mitigation fund. As an option, an applicant can pay a flat fee of \$50.00 per each tree removed into this fund. These funds will be utilized in replanting projects throughout the City of Black Diamond, as determined by the City.

19.30.070 Protection of Trees During Construction

The following best management practices shall be applied to protect trees during development or construction activities.

A. All construction activities, including staging and traffic areas, shall be prohibited within five feet of the drip line of protected trees.

B. Tree protective fencing shall be installed along the outer edge and completely surround the drip line of significant trees to be protected prior to any land disturbance.

C. Tree protective fencing shall be a minimum of four feet high and be highly visible. Signs must be posted on the fence reading "Tree Protection Area."

D. Trees to be retained shall be watered appropriately during and immediately after construction and shall be protected from erosion and sedimentation.

E. The grade shall not be changed within 5 feet of the drip line of the trees to be preserved, nor shall any impervious surface be installed within 5 feet of the drip line of the trees to be preserved.

F. Directional felling shall be used to avoid damaging trees designated for protection.

19.30.080 Heritage Trees

The purpose of the heritage tree designation is to recognize trees with a unique significance to the community, to establish a register of these trees, and to provide additional means for their protection. Heritage trees may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

A. The City shall maintain a heritage tree register and map, which may be amended at any time pursuant to the process in this section.

1. Trees can be nominated for designation by individual citizens, community groups, city staff, or any board or commission of the City.

2. Staff shall review an application and make a recommendation to the City Council, which shall have the final authority for designating heritage trees.

3. Trees designated as heritage trees shall be classified as follows:

- a. Historical – a tree which by virtue of its age, its association with or contribution to a historical structure or district, or its association with a noted citizen or historical event;

- b. Specimen – age, size, health and quality factors combine to qualify the tree as unique among the species in Black Diamond and Washington State;

- c. Rare – one or very few of a kind, or is unusual in some form of growth or species;

- d. Significant grove – outstanding rows or groups of trees that impact the city's landscape.

B. Upon receipt of a nomination, the Natural Resources Director shall review the request and provide mailed notice of the nomination to the property owner and provide other public notice such as to invite public comment for a period of not less than ten (10) days. The director shall inspect the tree, consider public comments, and formulate a recommendation to the City Council for its consideration at a regular Council meeting no less than 60 days after the nomination is made.

C. Each property owner who has one or more registered heritage trees shall be notified by first class mail of the designation within thirty (30) days of the Council's action.

D. Heritage tree declassification. Any heritage tree may be removed from heritage tree status by action of the City Council following the written request of the property owner, provided that if the request is based upon whether the tree is of poor health, diseased or no longer alive, the Natural Resources Director may approve the request.

1. The request shall be filed with the Natural Resources Director. If the request for decertification is based upon the health of the tree, and a visual inspection by the director cannot establish that the tree is dead, diseased, or hazardous, the applicant shall pay for an outside certified arborist or forester to make a determination. If it is determined that the tree is dead, diseased, or otherwise hazardous and cannot be saved, the director may approval the removal. If the tree is determined to be healthy, or with treatable infestation or infection, the director may deny the permit.

2. In its evaluation of whether to declassify a heritage tree, the City Council shall consider the following:

- a. if the tree may be considered hazardous according to this chapter;
- b. if the tree no longer meets the criteria for initial designation as specified in subsection (A) of this section;
- c. retention of the tree would make reasonable use of the property allowed under the current zoning district impractical or impossible in that development would not be allowed to meet the maximum density/intensity allowed by that zoning district.

19.30.090 Additional Definitions

- A. Caliper : Standard for trunk diameter measurement of nursery stock. Caliper of the trunk shall be the trunk diameter measured at DBH (Diameter at Breast Height), which is four and one-half feet above grade.
- B. Drip Line: An area encircling the base of a tree delineated by a vertical line descending from the outer limit of a tree's branch tips to the ground.
- C. Significant Tree: Any healthy tree that is at least six (6) inches in caliper, excepting nonsignificant trees. A tree growing with multiple stems shall be considered significant if at least one of the stems, as measured at a point six (6) inches from where the stems digress from the main trunk, is at least four (4) inches in diameter. Any tree that is planted to fulfill requirements of this chapter shall be considered significant, regardless of size or species.
- D. Nonsignificant Tree: any tree under six (6) inches caliper or those included on the following list, regardless of size:
 - 1. Black locust (*Robinia pseudoacacia*);
 - 2. Cottonwood (*Populus freemontii*);
 - 3. Native alder (Native *Alnus* only);
 - 4. Native willow (Native *Salix* only);
 - 5. Lombardy poplar (*Populus nigra*).

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution 08-529 authorizing the Mayor to enter into an Interlocal Agreement with the Puget Sound Regional Council	Agenda Date: July 17, 2008		AB08-078
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: N/A	Court – Kaaren Woods		
Fund Source: N/A	Comm. Development – Steve Pilcher		
Timeline: Effective July 10	X		
Attachments: Resolution No. 08-529; standard PSRC Interlocal Agreement			
<p>SUMMARY STATEMENT: The Puget Sound Regional Council (PSRC) is an association of cities, counties, ports and state agencies that serves as a forum for developing policies and making decisions about regional growth management, environmental, economic, and transportation issues for the four county region of King, Pierce, Kitsap and Snohomish counties. PSRC also serves as the regional Metropolitan Planning Organization (MPO), which is required for receiving federal transportation funds. Currently, PSRC includes 71 of the region's 82 cities and towns. Neighboring jurisdictions of Enumclaw, Auburn, Covington, Kent and Maple Valley are all members. Mayor Pro Tem Sue Singer of Auburn is the current PSRC President.</p> <p>PSRC provides data collection and analysis services, primarily in relation to transportation planning. This includes monitoring of land use and development activity and the modeling of traffic trips throughout the region. This information is made available to member jurisdictions to assist in their local land use and transportation planning efforts.</p> <p>Given the current population of Black Diamond, yearly membership dues will be \$557.00. Assuming positive action by the Council, action by the PSRC Board could occur at its July 24th regular meeting.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None.			
RECOMMENDED ACTION: MOTION to adopt Resolution 08-529, authorizing the Mayor to enter into an Interlocal Agreement with the Puget Sound Regional Council.			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 17, 2008			

RESOLUTION NO. 08-529

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE PUGET SOUND
REGIONAL COUNCIL (PSRC)**

WHEREAS, the Puget Sound Regional Council (PSRC) is an association of cities, counties, ports and state agencies that serves as a forum for developing policies and making decisions about regional growth management, environmental, economic, and transportation issues for the four county region of King, Pierce, Kitsap and Snohomish counties; and

WHEREAS, the PSRC also serves as the regional metropolitan planning organization (MPO), which is required for receiving federal transportation funds; and

WHEREAS, the PSRC membership includes 71 of the region's 82 cities and towns, including the neighboring jurisdictions of Enumclaw, Auburn, Covington, Kent and Maple Valley are all members; and

WHEREAS, the PSRC provides data collection and analysis services related to transportation planning, which would be of use to the City in its own land use and transportation planning efforts; and

WHEREAS, the annual dues for the City of Black Diamond to be a member is currently \$557.00; and

WHEREAS, membership would offer benefits to the City that outweigh the cost of membership;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into an Interlocal Agreement with the Puget Sound Regional Council and take such other actions as are necessary to secure the City's membership as contained in form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JULY,
2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

PUGET SOUND REGIONAL COUNCIL
INTERLOCAL AGREEMENT FOR REGIONAL PLANNING
IN THE CENTRAL PUGET SOUND AREA

MARCH 19, 1998

INTERLOCAL AGREEMENT FOR REGIONAL PLANNING OF THE CENTRAL PUGET SOUND AREA

This Agreement is entered into by and between the undersigned Counties, Cities and Towns, political subdivisions and municipal corporations of the State of Washington and federally recognized Indian tribes. This Agreement is made pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 R.C.W. and has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature page.

I. NAME AND PURPOSE

The purpose of this Agreement is to establish the PUGET SOUND REGIONAL COUNCIL, hereinafter called the "Regional Planning Agency," and the terms and conditions under which the parties shall participate in the activities of the Regional Planning Agency.

II. MISSION

The mission of the Regional Planning Agency is to preserve and enhance the quality of life in the central Puget Sound area. In so doing, it shall prepare, adopt, and maintain goals, policy, and standards for regional transportation and regional growth management in the central Puget Sound area, in accordance with federal and state law and based on local comprehensive plans of jurisdictions within the region. The agency shall ensure implementation in the region of the provisions of state and federal law which pertain to regional transportation planning and regional growth management.

III. ESTABLISHMENT OF REGIONAL PLANNING AGENCY; DURATION

This Agreement shall become effective upon execution by sixty (60) percent of all of the units of general government in King, Kitsap, Pierce, and Snohomish Counties, including the counties, representing three-quarters (3/4) of the population. This Agreement shall remain in force and effect perpetually or until terminated by member agencies which represent seventy-five (75) percent of the regional population.

IV. DEFINITIONS

For the purpose of this Interlocal Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have meaning prescribed to them within this section unless the context of their use dictates otherwise:

- (1) Member agency shall mean any public agency which is a party or becomes a party to this Interlocal Agreement and is a county, city, town or federally recognized Indian tribe.
- (2) Statutory member shall mean any public agency whose membership is required by a state or federal statute.
- (3) Public agency shall mean any city, town, county, public utility district, port district, fire protection district, school district, air pollution control authority, federally recognized Indian tribe, or metropolitan municipal corporation of this State, any agency of the State government or of the United States and any political subdivision of another state.
- (4) Board shall mean the Executive Board of the Puget Sound Regional Council.
- (5) State shall mean a state of the United States.
- (6) Region shall mean that territory physically lying within the boundaries of the counties of King, Pierce, Snohomish, Kitsap and any other member county.
- (7) Population shall mean that population of any general purpose local government that is a member agency last determined for each such member as certified by the State Office of Financial Management or its succeeding office of the State of Washington at the time of the signing of this document and on the first day of May of each year thereafter, except that the population of member counties shall be that population determined in the same manner for the unincorporated area of such county; and further that the population of Indian tribes shall be the latest figures established and certified by the Federal Bureau of Indian Affairs.
- (8) Regional population shall be determined by adding together the population of the member agencies.
- (9) Local comprehensive plan: A generalized coordinated land use policy statement of the governing body of a county or city that is adopted pursuant to state law.
- (10) Countywide comprehensive policy plan: A policy-based document (which reflects city and county comprehensive plans), establishing countywide goals and objectives to guide the development of local

comprehensive plans for cities, towns, and the unincorporated areas within a county. The plan addresses issues of countywide significance.

- (11) Certification: A statement of verification that local or countywide plans and policies are consistent and coordinated with regional plans and policies covering issues of regionwide significance.
- (12) Consistency: A condition in which plans and policies affecting the area within the regional agency's jurisdiction are compatible and mutually reinforcing. Consistency is achieved when these plans, taken together, meet state requirements for consistency in local and regional plans.
- (13) Conflict resolution: A process initiated by the Regional Planning Agency upon review of local comprehensive plans or of countywide comprehensive policy plans, when the agency finds that such a plan appears inconsistent with the certifiable elements of the regional plan. In the process, parties agree to seek a mutually acceptable accommodation of their differences among themselves or, when required, with the assistance of an independent intervener or third party. The purpose of the process is to achieve consistency and, where applicable, to assure certification of the plan. If the parties cannot accommodate their differences, the conflict will be resolved by the board of hearing examiners described in Section 7(5) hereof.
- (14) Goal: Statement of an aim or desired outcome of a plan or planning process.
- (15) Growth management: A system for guiding, directing, limiting, and encouraging growth so that the demands for housing, infrastructure, and other growth support systems can be met. Growth management includes but goes beyond concern for natural systems, embracing also social, economic, and legal issues. At its best, a growth management system can and will separate urban and rural areas in a way that protects open space, farmland, and natural areas in the rural countryside, and provides for land, densities, and infrastructure to support needed residential, commercial, and industrial facilities.
- (16) Metropolitan Planning Organization (MPO): The agency designated by the United States Department of Transportation and the governor that is responsible, in cooperation with the State, for ensuring that transportation planning is conducted through a "continuous, cooperative, and comprehensive (3-C) process." The process is stipulated in federal law.

- (17) Minimum standard: The quantitative or qualitative measure applied to an activity, task, or function to determine if the region is achieving expectations for a planning objective. Higher standards may be set for the same objective in local plans.
- (18) Objective: Statement of a concrete result to be obtained from a plan.
- (19) Policy/Guidelines: A statement establishing the framework within which actions to achieve objectives can be taken. A policy often specifies direction but is broad enough to allow alternatives to be evaluated.
- (20) Regional growth management strategy: A planning document that establishes a vision and policy on regional aspects of growth issues, including transportation, land use, open space, housing, economic development, and environmental concerns.
- (21) Regionally significant transportation projects: As defined by state law, such projects exhibit one or more of the following characteristics:
1. The project crosses boundaries of member jurisdictions;
 2. The project is or will be used by a significant number of people who live or work outside the county in which the project is located;
 3. Significant impacts from the project are expected to be felt in more than one county;
 4. Potentially adverse impacts of the project can be better avoided or mitigated through adherence to regional policies;
 5. Transportation needs addressed by the project have been identified by the regional transportation planning process and the remedy is deemed to have regional significance.
- (22) Regional Transportation Planning Organization (RTPO): An agency authorized under state law to develop and adopt a regional transportation plan, and to certify that the transportation elements of local comprehensive plans conform to requirements of state law and are consistent with the regional transportation plan. In urbanized areas, the RTPO is the same as the MPO.
- (23) Sensitive areas: These include the following areas and ecosystems: wetlands, groundwater aquifers, fish and wildlife habitat conservation areas, floodplains, geologically hazardous areas.
- (24) Setting categories of priorities: An annual or biennial evaluation by the regional agency of regionally significant transportation projects recommended for funding. Evaluation is made on the basis of general

criteria, to establish regional preference for federal and state funding and construction among the recommended projects.

- (25) Urban growth areas: As defined in state law, areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature.
- (26) Vision: Statement of a desired future.

V. MEMBERSHIP AND REPRESENTATION

- A. Membership. Membership in the Regional Planning Agency shall be available to all statutory members and to the County and all City governments in King, Kitsap, Pierce, and Snohomish Counties. Membership by county and city governments is established by execution of this Agreement and payment of dues.
 - 1. All federally recognized Indian Tribes within the jurisdiction area are eligible to petition for approval as members of the agency, with voting representation in the General Assembly.
 - 2. Special purpose governments and other State government agencies are eligible to petition for approval as members of the organization, but without voting representation in the General Assembly.
- B. General Assembly.
 - 1. The General Assembly shall be composed of all elected officials representing the executive and legislative branches of cities, towns, and counties which are members of the agency, representatives of Tribal governments which are members, and representatives of statutory members.
 - 2. The General Assembly shall make decisions when a quorum is present, and on the basis of a weighted vote of the members, with the weight of each city and county jurisdiction vote as follows: total votes of all city and county jurisdictions within each county will be proportional to each county's share of the regional population. County government will be entitled to fifty (50) percent of their respective county's total vote. City and town votes will be based on their respective share of the total incorporated population of their county. Indian Tribe vote will be based on their respective share of the regions' population. The vote of statutory members shall be as prescribed in the applicable statute or as determined by the Executive Board where the applicable statute is silent on the matter of voting.

C. Executive Board.

1. The Executive Board shall be composed of statutory members and members of the General Assembly, representing the four counties and their cities.
2. The Executive Board shall make decisions when a quorum is present. Votes for member agency jurisdictions represented on the Board will be proportional to the total population within the regional agency's jurisdiction. Up to one vote in any such membership category may be split to achieve greater proportional representation. Votes for statutory members shall be as prescribed in the applicable statute or as determined by the Executive Board where the applicable statute is silent.

Weighted votes shall be distributed as defined in Section V.B.2. Weighted votes shall be used when requested by any member of the Executive Board and Representatives present shall cast the jurisdiction's total weighted votes. Initially, the Board membership and voting structures shall be established as follows:

(Note: The following numbers have been revised to reflect the most recent population figures. For current membership and voting structure, see the attached addendum.):

	Member Jurisdiction	Representatives	Votes	Weighted Votes
King County:	County	4	4	275
	Largest City (Seattle)	3	3	144
	Other Cities/Towns	3	3	131
Kitsap County:	County	1	1/2	35
	Cities/Towns	1	1/2	35
Pierce County:	County	2	2	105
	Largest City (Tacoma)	1	1-1/2	75
	Other Cities/Towns	1	1/2	30
Snohomish County	County	2	2	85
	Largest City (Everett)	1	1	29
	Other Cities/Towns	1	1	56
Member Jurisdiction Total		19	19	1000
Statutory Members:				
	Port of Seattle	1	1	50
	Port of Tacoma	1	1	30
	Port of Everett	1	1	10
	State Transportation Commission	1	1	30
	State Department of Transportation	1	1	30
	Statutory Member Totals	5	5	150
	GRAND TOTALS	26	24	1150

3. The distribution of county and city representation on the Board between and within counties shall be reconsidered every three years based on current population data provided by the State Office of Financial Management.
4. Member agency representatives on the Board shall be elected officials and shall be appointed by the local jurisdictions which they represent on the Board. Alternate member agency representatives to the Board may be designated who are elected officials and are of the same number as the authorized Board membership for each jurisdiction or group of jurisdictions. Appointment of statutory members and alternates shall be at the discretion of the appointing authority.

5. Members of the Board eligible to cast votes in the decision-making process of the Board shall be designated by the jurisdictions they represent at the beginning of each calendar year.

VI. GENERAL ORGANIZATION

- A. The agency shall be organized into a General Assembly, consisting of all voting members of the organization, an Executive Board of representatives of the voting members, and advisory boards and task forces as established by the Board.
- B. The General Assembly shall meet annually and otherwise at the request of the Board to elect officers from the Executive Board, and to review and ratify key decisions of the Board, such as the annual budget of the agency and essential policy documents, including the regional transportation plan and regional growth management strategy and amendments to them.
- C. The Executive Board shall carry out all delegated powers and managerial and administrative responsibilities between the meetings of the full Assembly.
- D. Key policy boards to advise the Executive Board on recommended changes in policy or new direction on regional transportation and regional growth management will be created by the Board.
 1. As directed by state law, the Board will establish a regional Transportation Policy Board to provide advice on regional aspects of transportation issues to the Executive Board and participate in agency policy making. It will include representatives of large and small employers in the region, the Washington State Department of Transportation (WSDOT), transit and port districts in the region, representatives of community and neighborhood organizations and other interest groups, and citizens at large, as well as representatives of cities, towns, and counties which are members of the organization and such statutory members as may be required from time to time.
 2. A regional growth management board will be similarly constituted and provide policy advice on regional aspects of growth management issues.
- E. The Board shall establish such other standing committees or task forces as may be required to provide advice and recommendations to the Board.
- F. The Board shall hire an Executive Director who shall be subject to direction of the Board. The Executive Director shall hire necessary staff consistent with the agency's annual budget. The Board is authorized to

contract for professional services to meet other support needs that may arise and otherwise enter into contracts and acquire, hold and dispose of personal and real property as necessary.

VII. FUNCTIONS/AUTHORITY

A. Transportation. In meeting its responsibilities for regional transportation planning, the Agency shall:

1. Produce a Regional Transportation Plan (RTP), as prescribed by federal and state law and regulations and based on local comprehensive planning. The RTP will establish planning direction for regionally significant transportation projects, as defined in state law and shall be consistent with the regional growth management strategy.

The RTP will cover major highways and roads, regional transportation connectors (bridges and tunnels), ferry systems, public transit systems, airports, seaports, and other regional transportation facilities. It will address transportation system demand management, levels of service, and capital investments.

The RTP will also include regional High-Capacity Transportation (HCT) plans, and impacts of urban growth on effective HCT planning and development, as prescribed in state law.

2. Through the RTP, establish regional transportation policy and, in cooperation with the state transportation department, set minimum standards for state government to integrate in its transportation planning and for local governments to reflect and include in the preparation of transportation elements of local comprehensive plans.
3. Carry out MPO functions as prescribed for federally funded projects in the region. These functions include preparation of an RTP, an annual work program, and a six-year capital plan (with an annual element).

As an MPO, manage right-of-way preservation proposals for highway and high-capacity transportation development to assure conformance with the RTP and associated regional development strategies.

4. Carry out RTPO functions as prescribed by state law. These functions include preparation of an RTP covering regionally significant transportation projects, as well as these other functions mandated by state law:

- a. Certify that transportation elements of local comprehensive plans are consistent with the regional transportation plan.
 - b. Certify that transportation elements of comprehensive plans adopted by counties, cities, and towns conform with comprehensive planning provisions of state law.
 - c. Certify that all transportation projects within the region that have a significant impact upon regional facilities or services are consistent with the RTP.
 - d. In cooperation with the State Department of Transportation, identify and jointly plan improvements and strategies within those corridors which are important to moving people and goods on a regional or statewide basis.
5. In the case of certification of transportation elements of all local comprehensive plans for consistency with the Regional Transportation Plan (RTP), the Board shall direct staff to review plans and recommend certification.

If staff does not recommend certification because of inconsistencies with the RTP, the local government(s) involved shall be notified, and the affected party or parties may appeal the staff recommendation to the Board for resolution. Upon receipt of an appeal, the Board will direct that a board of hearing examiners be constituted from the membership of the Executive Board to resolve the conflict, establishing consistency with the RTP, and allowing for certification.

6. Determine categories for priorities for the region among recommended regionally significant transportation projects, and forward those priorities to the State Department of Transportation for review in the development of state transportation funding programs.
7. Review and comment in the NEPA/SEPA process on proposed actions with potential significant impact on the implementation of the RTP.

B. Growth Management. The agency shall maintain VISION 2020 as the adopted regional growth management strategy. The regional growth management strategy shall be based on and developed from local comprehensive planning and address only regional issues including transportation, open space, air and water quality, economic development and regional facilities.

C. Countywide Comprehensive Plans. One year after adoption of this Agreement, a process for the regional review of countywide plans (which reflect city and county comprehensive plans) for consistency with the

adopted regional growth strategy and/or the regional transportation plan shall be considered by the governing Board of the new Regional Council.

D. Regional Data Base Development. The agency shall provide for establishment and maintenance of a regional data base to:

1. Support development of the RTP and regional growth management strategy;
2. Forecast and monitor economic, demographic, and travel conditions in the region;
3. Develop the database jointly with relevant state agencies for use in the region by local governments and the State of Washington.
4. Respond to data prepared by the State Office of Financial Management.

E. Technical Assistance. As requested, the agency shall provide technical assistance to local, state and federal governments through regional data collection and forecasting services, consistent with the mission and functions of the agency.

In addition, the agency may provide general planning assistance, consistent with the mission and functions of the agency, to small cities and towns which are members of the agency and which request help to complete planning work they are unable to staff or fund.

F. Discussion Forum. The agency may provide a forum for discussion among local and state officials and other interested parties of common regional issues.

VIII. RELATIONSHIP OF REGIONAL PLANNING AGENCY TO LOCAL AND STATE GOVERNMENTS

A. Planning preparation: In a collaborative process with citizens of the region, interested groups and organizations, and local, regional and state government, the regional agency prepares the RTP and a regional growth management strategy. After public review and adoption by the Regional Planning Agency, these documents establish a vision and goals for growth and mobility in the central Puget Sound region.

The RTP and the regional growth management strategy are based on direction of state law and based on and developed from local comprehensive plans.

IX. FUNDING OF AGENCY ADMINISTRATION/OPERATIONS

- A. State and Federal Funding. Appropriations from the State through WSDOT to the Regional Planning Agency are to be provided as defined and authorized in state law. The Board is authorized to seek additional state funding as may be necessary. The agency will receive federal assistance through Urban Mass Transportation Administration (UMTA), Federal Highway Administration (FHWA), and Federal Aviation Administration (FAA) Airports Systems planning funds, and other appropriate federal sources.
- B. Local Funding. Dues of member agencies, statutory members and associate members shall be established by the Executive Board. All city and county members shall pay dues, as established by the Board, based proportionally on a formula to include their population and their assessed valuation.
- C. Other Funding. The agency Board may contract on a fee-for-service basis with non-member agencies which request special services and with member agencies which may seek additional services.
- D. The Board shall establish the annual budget and the amount of dues necessary to support the functions of the Regional Planning Agency. Dues will be paid on July 1 of each year.

X. AMENDMENTS

- A. Amendments to this Agreement may be proposed by any city or county and shall be considered by all members upon recommendation by the Board. The Agreement shall be amended by adoption of affirmative resolutions by all of the prior signators.
- B. In the event 60 percent of all units of general government in King, Kitsap, Pierce, and Snohomish counties, including the counties, representing at least seventy-five percent of the regional population become signators to a new agreement involving substantially the same subject matter as this Agreement, this Agreement shall terminate.

XI. MERGER

This Agreement merges and supersedes all prior discussions, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XII. WITHDRAWALS; DISSOLUTION

- A. Any member shall have the right to withdraw from this Interlocal Agreement by giving written notice, six months prior to the annual assessment, to the Executive Board.
- B. The members agree that withdrawal will not absolve them of responsibility for meeting financial and other obligations of annual contracts or agreements which exist between the State of Washington or the federal government and the Regional Planning Agency at the time of withdrawal.
- C. Upon termination of this Agreement any money or assets in possession of the Regional Planning Agency after payment of all liabilities, costs, expenses, charges validly incurred under this agreement, shall be returned to all contributing governments in proportion to their assessment determined at the time of termination. The debts, liabilities, and obligations of the Regional Planning Agency shall not constitute a debt, liability or obligation of any member agency.

XIII. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XIV. STATE RELATIONSHIP

A copy of this Agreement shall be filed with the State Department of Community Development.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Mayor Pro Tem Sue Singer, President

Mayor/City Manager

City of _____

Date: _____

Attest:

Approved as to Form:

Bob Drewel, Executive Director

Deputy Prosecutor or City Attorney

**ADDENDUM
EXECUTIVE BOARD REPRESENTATIVES
AND VOTES**

NOTE: Weighted votes are updated annually to reflect the most recent Office of Financial Management (OFM) population figures, per Article V, Section C3 of the Interlocal Agreement. Every three years (by October 1) the Executive Board will reconsider the distribution of county and city representation on the Executive Board. The current weighted votes for member agency jurisdictions represented on the Executive Board are as follows:

	Member Jurisdiction**	Representatives*/**	Weighted Votes***
King County	County	2	259.75
	Seattle	4	106.99
	Bellevue	1	21.77
	Federal Way	1	15.62
	Kent	1	15.80
	Renton	1	10.34
	Other Cities/Towns	5	89.23
Kitsap County	County	1	35.61
	Bremerton	1	17.92
	Other Cities/Towns	1	17.69
Pierce County	County	2	110.27
	Tacoma	1	53.96
	Other Cities/Towns	1	56.31
Snohomish County	County	2	94.37
	Everett	1	28.09
	Other Cities/Towns	1	66.28
	Member Jurisdiction Totals	26	1000
Statutory Members:	Port of Seattle	1	50
	Port of Tacoma	1	30
	Port of Everett	1	10
	Port of Bremerton	1	3
	State Transportation Commission	1	30
	State Department of Transportation	1	30
	GRAND TOTALS	32	1153

* Pursuant to RCW 47.80.060.50, 50 percent of the county and city local elected officials who serve on the Executive Board must also serve on transit agency boards or on a regional transit authority.

** Executive Board representation was last revised on June 23, 2005.

*** Weighted votes reflect OFM's June 30, 2005 population figures.

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 08-530, authorizing the Mayor to execute a Professional Service Agreement with Parametrix for preliminary design of Spring Water Source Collection and Transmission System Improvements Cost Impact: \$153,951 Fund Source: WSFFA Timeline: select alternative by November 08 Advance design to 30 % by June 2009	Agenda Date: July 17, 2008		AB08-079
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Comm. Devel. – Steve Pilcher			
Natural Resources – Aaron Nix			
Attachments: Parametrix Contract, Letter to WSFFA Partners, Map of springs, Executive Summary of PACE feasibility report			
BACKGROUND: The City is partnering with the major developers to improve the Spring Water Source Collection and Transmission System as contemplated in the Water Supply Facilities Funding agreement. The City started this effort in 2004 with an initial \$15,000 feasibility report with PACE. Various alternatives were evaluated but a preferred alternative was not identified at that time. Since that time, some water right laws have changed, drilling requirements have changed and further refinement of the alternatives will be needed in order to make a decision and move forward with a design.			
SUMMARY STATEMENT: City staff evaluated the qualifications of nine consultants who submitted their qualifications to the City and had expertise in water systems. From that evaluation process Parametrix was selected to design the springs and transmission main rehabilitation. The primary intent of this phase of engineering is to refine the alternatives further, explore other options, and advance the engineering to provide enough information to identify a preferred alternative. The second major task of this contract is to design the project to a 30% level and submit all of the environmental permits that will be needed.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-530, authorizing the Mayor to sign a Professional Services Agreement with Parametrix for preliminary engineering and design services for the Spring Water Source Collection and Transmission System Improvements in the amount of \$153,951.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 17, 2008			

RESOLUTION NO. 08-530

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
PARAMETRIX INC., FOR PRELIMINARY DESIGN OF THE
SPRING WATER SOURCE COLLECTION AND
TRANSMISSION SYSTEM IMPROVEMENTS**

WHEREAS, the City and various development partners agreed to design and construct improvements to the Spring Water Source Collection and Transmission System as contemplated in the Water Supply Facilities Funding Agreement; and

WHEREAS, the City desires to ensure the long-term reliability of the springs source and fully utilize the City existing water right; and

WHEREAS, this project is identified as a high priority in the City's comprehensive planning documents; and

WHEREAS, The City staff has selected a qualified engineering firm to provide the necessary engineering and design services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to execute a Professional Services Agreement with Parametrix Inc., substantially in a form as approved by the City Attorney and attached to this resolution as Attachment A, for preliminary engineering and design services for the Spring Water Source Collection and Transmission System Improvements in the amount of \$153,951.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JULY, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated _____, 20__ and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

P.O. Box 599

24301 Roberts Drive

Black Diamond, WA 98010

Contact: _____

Phone: 360-886-2560

Fax : 360-886-2592

and

PARAMETRIX, INC. ("Consultant")

P.O. Box 460

1231 Fryar Avenue

Sumner, WA 98390

Contact: David Roberts

Phone: 253-863-5128

Fax: 253-863-0946

Tax Id No.: 91-091-4810

for professional services in connection with the following project:

Spring Water Source Collection and Transmission System Improvements Preliminary Design (aka Task 3 with in the Water Supply Facilities Funding Agreement) and (the "Project" within the context of this contract).

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its

subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B."

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon written authorization to proceed.

3. Compensation

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$ 153,951.00 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Suspension and Termination of Agreement

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall

be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

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

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Provided however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the City, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, 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 Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and

advertising injury. This insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: Loren D. Combs and

VSI Law Group
3600 Port of Tacoma Rd. Ste. 311
Tacoma, WA 98424
Fax: 253-922-5848

Consultant: David Roberts, PE – Project Manager
Parametrix, Inc.
P.O. Box 460
Sumner, WA 98390
Fax: 253-863-0946

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

15. Attorney Fees

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Howard Botts

Its: Mayor

By: _____

Printed Name: Daniel McReynolds

Its: Principal

Date: _____

Date: _____

Attest:

By:

Brenda L. Streepy

City Clerk

EXHIBIT “A”

City of Black Diamond Spring Water Source Collection and Transmission System Improvements Preliminary Design Phase I Scope

Parametrix, Inc.

July 8, 2008

BACKGROUND

The City of Black Diamond's Springs is the primary source of drinking water for the City's current residents. While the City has entered into an agreement with the City of Tacoma to meet the majority of the City's future water supply needs, the City's desire to maximize the beneficial use of its spring water source remains. There are several challenges the City faces with respect to ensuring that the springs remain as the City's long term drinking water supply. The long term reliability of the spring collection and transmission system and the full utilization of the City's water rights have brought the City to select Parametrix to research, analyze and complete a preliminary design for the reconstruction and rehabilitation of the City's spring infrastructure.

This Scope of Work provides for:

Phase 1 – Preliminary Engineering

- Task 1: Project Management and QA/QC
- Task 2: Research, Value Engineering and Alternative Development
- Task 3: Environmental Documentation and Permitting
- Task 4: Preliminary Design

Phase 2 – Final Plans, Specifications and Estimate (Future Contract)

- Final design will be scoped and a budget will be prepared following the completion of the 30% preliminary design.

Assumptions applicable to all tasks:

- The Consultant will provide report format deliverables to the City electronically in MS Word or pdf format (CD).
- The Consultant will prepare drawings for the City in AutoCAD Civil 3D 2008 format.
- The Consultant will provide engineering estimate deliverables to the City electronically in MS Excel or pdf format (CD).

TASK 1 - PROJECT MANAGEMENT AND QA/QC

Goal:

Maintain constant and thorough communications with the City of Black Diamond, to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the client in a manner consistent with the standard of care of our profession.

Approach:

- Schedule and coordinate the work of all team members and assure that work is completed accurately and within scope and budget.
- Hold monthly team meetings to coordinate schedule requirements and review technical data and other matters of significance to the progress of the work.
- Prepare monthly progress reports including a detailed description of work completed within each phase and task of the project.
- Prepare monthly estimates of the earned value and provide actual expenditures to communicate the status and health of the project's overall budget.

Deliverables:

- Parametrix Project Management.
- Monthly progress reports. The monthly report, addressing progress of the work, shall include, as appropriate:
 - A summary of actual costs versus earned value
 - A narrative to define unanticipated issues and responsive action requirements by the Consultant
- Additional progress reports or identification of unanticipated issues as needed

Assumptions:

- The duration of contract is July 2008 through September 2009. Delays due to unforeseen circumstances (i.e. additional meetings, extended permit review periods, etc) may result in additional effort necessary for project management and administration.
- Project budgets will be tracked at the project level.

TASK 2 – RESEARCH, VALUE ENGINEERING AND ALTERNATIVE DEVELOPMENT

The City has completed brief studies of the springs and transmission system with the most recent report completed by PACE Engineers in 2004. Parametrix will review the City's available information and previous work completed by other consultants to ensure that this project moves the City toward its goal of completing a reliable spring water supply source by the Fall of 2009.

Also included in this task will be a value engineering effort aimed at evaluating design recommendations of alternatives proposed in the City's previous studies as well as development of new alternatives derived by the City and/or Parametrix.

Goal:

The goal of this task is for the City to arrive at a preferred alternative for the reconstruction of the springs and transmission system to the City. The preferred alternative will be further refined to a 30% design level in Task 4 so the City can plan for the implementation of the preferred solution.

Approach:

The approach for this task will begin with researching the current work previously completed for the City by other consultant teams. In addition, Parametrix will meet with the City's staff to learn their impression of the system and the previous work completed. Following this meeting, we will develop an alternative that can be evaluated objectively by using City approved evaluation criteria. Parametrix will draft a memorandum outlining existing alternatives and new alternatives and pros and cons to consider during the City evaluation / selection process. A preferred alternative will be selected by the City that will then be further developed in Task 4.

Research:

The research portion of this task will include the following publications and resources:

- Black Diamond Springs, Design Project, Feasibility Study and Temperature Effect on Salmon, prepared by Pace Engineering dated 2004.
- The City of Black Diamond Draft Water System Comprehensive Plan, prepared by Pac West Engineering dated 2008.
- Kickoff meeting with City Staff to discuss the previous work completed for the system and to gather institutional knowledge.
- Site Visit attended by key team members.

- GIS and Topographical information for the Springs and Transmission Line

Assumptions:

- The kickoff meeting will be limited to 2 hours and will be held at Parametrix's Sumner Office.
- The site visit will include up to four Parametrix team members and will be limited to one full work day.

Alternative Development:

Parametrix will present several alternatives to the City based on our research of the project background and site visit. Alternative selection criteria will be proposed to the City and will include both measurable and subjective criteria (subjective criteria ratings will be approved by the City). The City will select a preferred alternative based on the results of the analysis and the City's critical success factors for the project. The alternative analysis will include recommendations for:

- Mitigating vulnerabilities associated with the existing Spring collection sites (areas 1, 2, and 3)
- Transmission main improvements - stabilizing and / or replacing the existing transmission main from the springs to the 4.3 MG reservoir.
- Review the existing condition of the South and North Bank Pump Stations with recommendations for making improvements as necessary.
- Evaluation of maximizing the City's water right for power generation and consumption.
- Cost effective implementation / siting of corrosion control facilities if applicable.

Assumptions:

- Parametrix will evaluate up to two (2) alternatives in addition to the existing 4 alignment alternatives presented in the 2004 Pace Report.
- The City will provide as-built information for the pump stations, bridge (if available) and GIS data for the transmission main alternative analysis.
- Review of previous water right transfers and potential applications for future water right transfers will be completed under a separate task if requested by the City.
- Parametrix will provide the City with a draft criteria evaluation matrix and proposed criteria weighting strategy. The City will determine if additional criteria should be considered and whether or not the weighting for each criteria is consistent with City values. Example criteria that may require City input would be up front capital cost versus environmental impact of one alignment over another, etc.
- The City will select a preferred alternative.

Deliverables

- Kickoff meeting notes.
- Criteria evaluation matrix
- Draft Alternative Analysis Memorandum
- Final Alternative Analysis Memorandum including a Preferred Alternative Description

TASK 3 – ENVIRONMENTAL DOCUMENTATION AND PERMITTING

Goal:

To establish a permit matrix that clearly outlines what permits will likely be required to implement the preferred alternative selected by the City.

Approach:

- Parametrix will review jurisdictional authority associated with the proposed improvements to the springs, transmission, and collection system as described above and will develop a list of likely permits with estimates of schedule for securing the permits to assist the City with scheduling the project. Based on an identified preferred alternative, prepare a permitting matrix confirming local and state permits that will be required for the project.

Assumptions:

- Parametrix will secure environmental permitting on behalf of the City under a separate task included in this scope. This estimate assumes that no federal permits will be necessary for this project and that federal funding will not be used for this project. Therefore, this estimate assumes that the project will not be subject to NEPA. If the project becomes subject to NEPA compliance and/or additional (federal) permits become necessary, additional effort and budget may be required.
- This estimate does not include floodplain or drainage analyses, or preparation of a SWPPP for coverage under the Construction Stormwater General NPDES permit.
- This estimate does not include preparation of any mitigation plans or reports. Such services can be provided at additional cost with client approval if necessary.
- This estimate assumes the project/current facility does not require an Aquatic Use Authorization (aquatics land lease) from the Washington State Department of Natural Resources.
- Permitting agencies may require greater than 30% design effort prior to accepting permit applications.

Deliverables:

- Permit matrix with draft schedule/permitting matrix, including summary of findings in text format, including identification of any additional work as determined during review.

TASK 4 –PRELIMINARY DESIGN

Parametrix has briefly reviewed the existing information for this project described in the research section of task 2. At this time, there is insufficient information to clearly evaluate which alternative will prevail as the City's preferred solution. The preferred solution selected by the City will impact the amount of additional information that is necessary to move forward with the 30% design package. Additional services not included in this 30% design task could include additional permitting assistance for water rights, hydrogeological evaluation and geotechnical exploration. The following scope for Task 4 is presented to ensure that the City can move forward with maintaining the project schedule, while additional information for the 30% design is gathered to verify project viability for the preferred alternative.

Under this task, Parametrix will complete engineering design and prepare plans to approximately a 30% design level for the preferred alternative selected by the City. In addition, an opinion of the probable cost of the preferred alternative will be developed. Parametrix will also prepare documentation for and obtain environmental permits required for the project for permitting described in the matrix completed under task 3. Since the preferred solution will dictate the intensity of permitting and additional services described above, we have included approximately 100 hours under this task for permit acquisition and up to 30 hours for coordination with subconsultants (water rights, hydrogeological, geotechnical, etc.).

Goal:

The goal of this task is to ensure the feasibility of the preferred alternative determined in Task 2, to better understand the capital investment that the improvements will require the City to invest, to establish a baseline for the final project design, and to initiate permit acquisition to maintain project schedule.

Approach:

Design Report, Permitting, and Coordination with Subconsultants:

A design report will be prepared that will include, background assumptions, detailed calculations, supporting documentation, permit requirements (as determined in Task 3) an engineer's opinion of probable cost, and a list of likely subconsultants necessary to complete the project along with cost estimates for these services. Should a fatal flaw be determined during the 30% design development, Parametrix will present the project and fatal flaws to the City and coordinate regarding selection of another City preferred alternative. Parametrix will complete the applications listed in the matrix and noted below. Parametrix permit staff will also coordinate with the City of Black Diamond and Parametrix engineers for civil project information that will be necessary to support permit applications (drawings, design information, etc.).

Anticipated Permit Applications:

- JARPA (joint aquatic resources permit application), used for applying for Hydraulic Project Approval from the Washington State Department of Fish and Wildlife, Department of Ecology 401 Water Quality Certification (if necessary), and local shoreline permits.
- SEPA Checklist.

- Applications for environmental permits from the local jurisdiction, including a shoreline substantial development permit application and any required critical areas permits.

Preliminary Plans:

Preliminary plans will be prepared to approximately a 30% design level. The plan set will be conceptually complete but the individual plan sheets may lack some of the detail necessary for the final plans. The preliminary plans are estimated to include the following plan sheets given the assumptions stated above:

Cover Sheet and Legend	2 Sheets
Detail Sheets	2 Sheets
Concept. Pumping Station Fig.	1 Figure
Electrical and Controls Fig.	1 Figure
Pipeline Plan and Profile Sheets (1"=50')	9 Sheets
Spring Rehabilitation (1"=20')	3 Sheets
River Crossing (Bridge / Bore Staging Area)	2 Sheets
Total Sheets	<u>20 Sheets</u>

Assumptions:

- Plans will be prepared in AutoCAD Civil 3D format, 2008 version or later.
- The City will provide or work with Parametrix to obtain ortho planimetry and photographs for use in this Phase of the project. No ground run survey will be completed in Phase 1.
- Preliminary engineering and design will not begin until the City has selected a preferred alternative.
- Additional hydrogeological, geotechnical, and water rights evaluation (beyond what has been previously completed for the 2004 Pace Report) will be completed under a separate task to be reviewed and approved by the City if required to complete the 30% design document for the City selected alternative.
- The City will process permit applications completed by Parametrix including necessary public notification / advertisement.

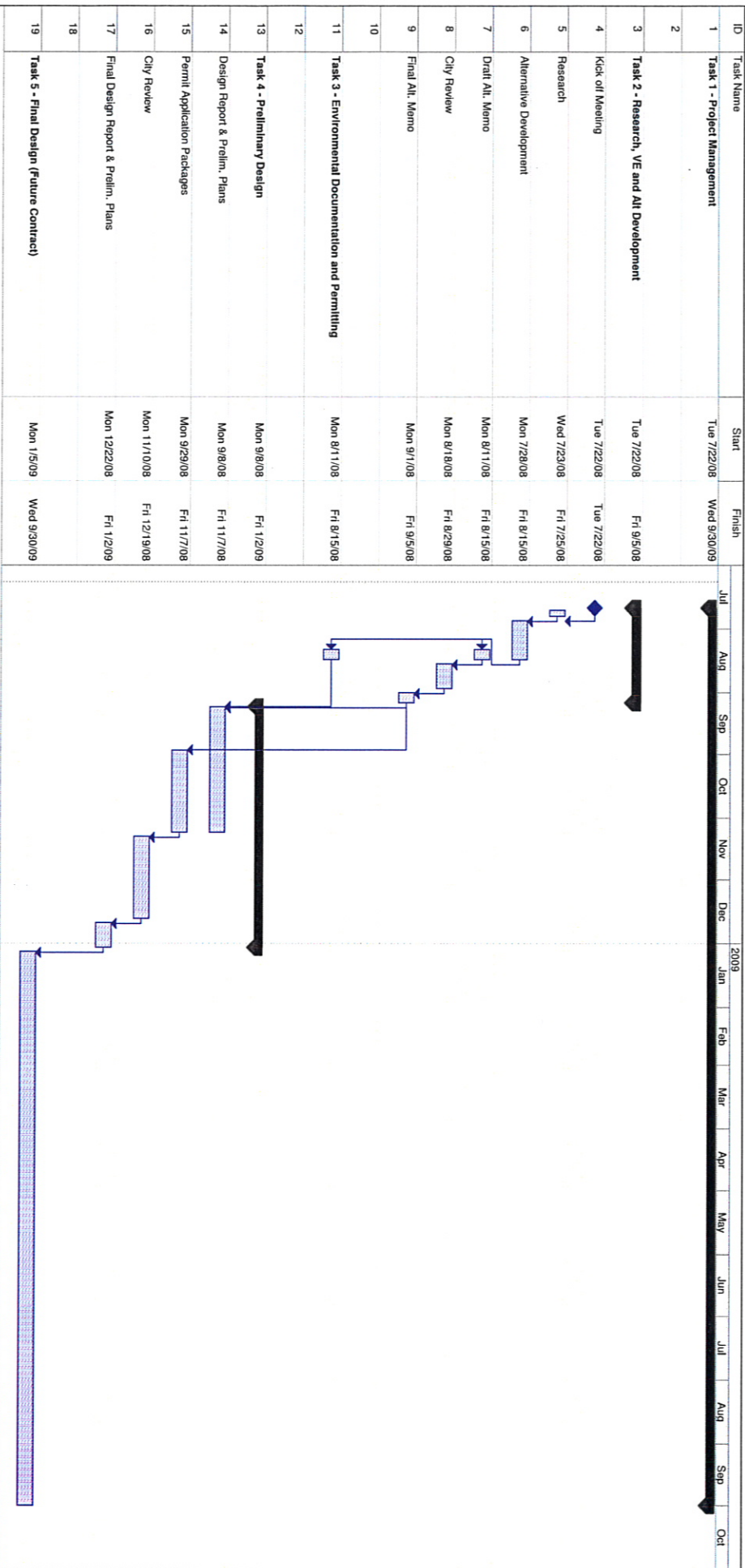
Deliverables:

- 5 copies of the Design Report and electronic version in either MS Word or PDF format.
- 5 sets of half size preliminary plans for review by the City.
- Electronic copy of the Engineer's Opinion of Probable Cost in MS Excel format.

- Application packages and approved permits of types as listed above

EXHIBIT B

Springs Water Source Collection and Transmission Improvements



Project: Exhibit B - Schedule

Date: Wed 7/9/08

Task Split

Progress Milestone

Summary Project Summary

External Task External Milestone

Deadline

BUDGET

CLIENT: Black Diamond, City of

PROJECT: Spring Water Source Collection and Transmission System Improvements - Phase I

[illegible]

very much

Salary Escalation		Estimated % of next salary increase				5.0%				From Salary Escalation			
In-House Expense	Item	Quantity	Unit Cost			Direct Cost							
	Mileage	300	\$0.585			\$176							\$176
	Photocopies	500	\$0.10			\$50							\$50
						PROJECT TOTAL						\$153,951	

To the Parties to the Water Supply Facilities Funding Agreement

Dear Partners:

The City is moving forward with the Spring Water source collection and Transmission System Improvements Preliminary Design Work, known in the agreement as Task 3.

Background and previous actions

The partners previously have already submitted a deposit for this work in the amount of \$121,000. The City contracted with PACE for a feasibility report for \$15,000. The feasibility report has been completed but a decision has not been made as to a preferred alternative for the transmission main routing or the spring collection line vulnerability solution.

The City has recently selected Parametrix to complete the Task 3 preliminary design work and advance the design to a 30% level and submit all of the necessary permit applications. I am sending you a copy of the proposed contract and scope of work. Should the council decide to authorize the work we will move forward with this design work to secure and fully develop the City's existing springs water source.

You will note that the cost for the engineering services to advance the design and permitting work to a 30% level is \$153,951. Approximately \$15,000 has already been spent on the feasibility report. Please submit the remaining outstanding funding by September 1, 2008.

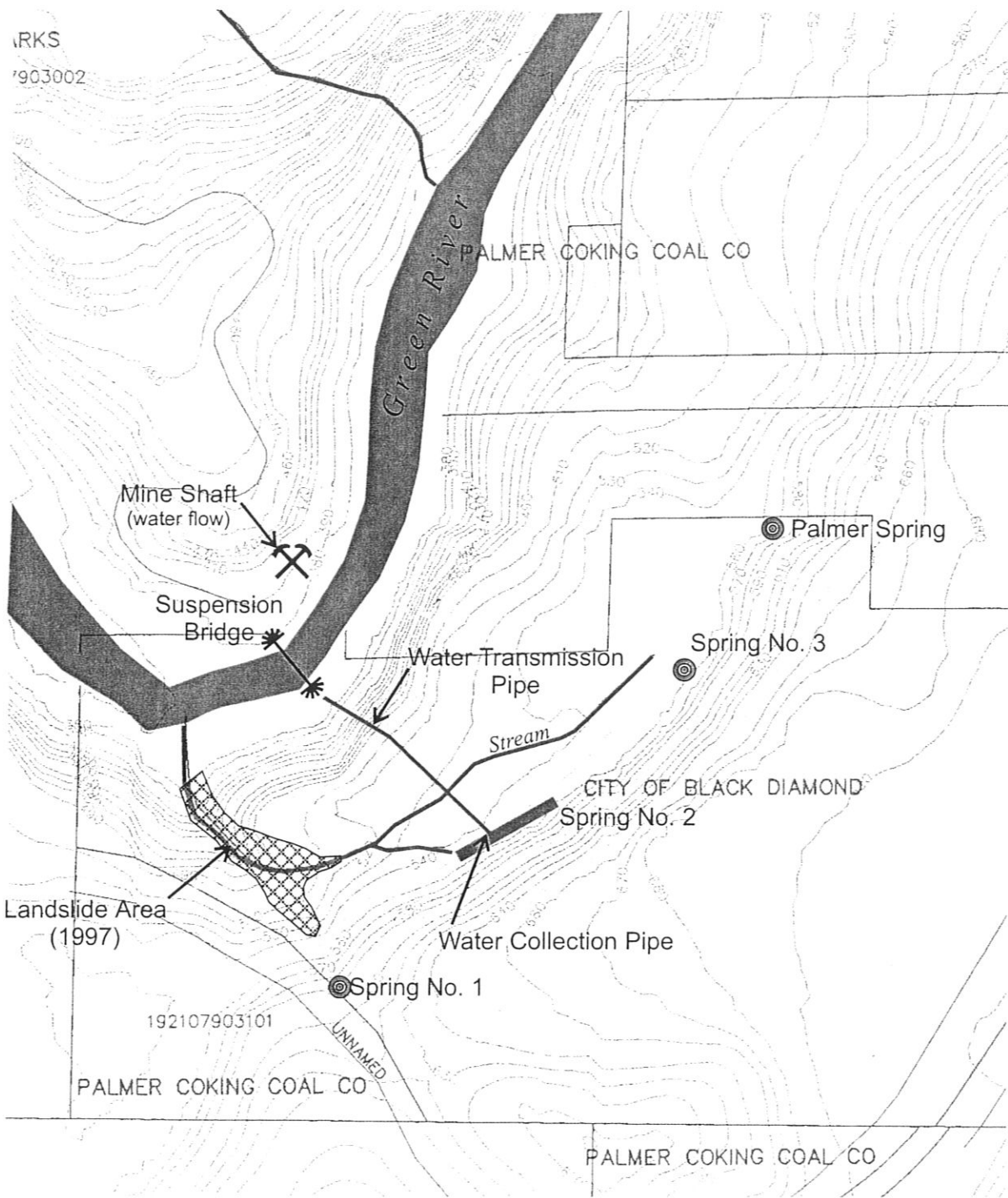
$(\$154,000 + 15,000 - 121,000) * 1.1 = \textbf{\$52,800}$

Pursuant to paragraph 8.3 of the WSFFA please provide me with any comments that you might have on the current contract or scope of work.

Thank you for your faithful partnership with us.

Sincerely,

Seth Boettcher
CITY OF BLACK DIAMOND
Public Works Director.



Notes: 1) Base map provided by Penhallegon Associates Consulting Engineers, Inc.
2) The locations of the springs and related features are approximate.



BLACK DIAMOND SPRINGS

**DESIGN PROJECT, FEASIBILITY STUDY
AND TEMPERATURE EFFECT ON SALMON**

Introduction

This report presents a preliminary analysis of design alternatives for development of the Black Diamond spring source for service as a major component of the City's water supply system. It was authorized in a contract dated _____ 2004.

Project Background

For about 100 years, the residents of the area and the City of Black Diamond have obtained their potable water from a series of natural springs located on a bench above the Green River about two miles south of the community. The springs and a portion of the transmission system are on the south side of the river. Based on informal customer surveys and ongoing water quality testing, the water supply is considered excellent. Four major springs have been identified. Three have been developed to date.

A minor portion of the total spring flow is collected in a variety of subsurface conduits and directed to one of three locations:

- A part of the collected flow is directed to a 12-inch penstock that powers a hydraulic turbine driving a centrifugal pump. This water is discharged into the Green River.
- A second part of the flow is directed to a 6-inch water intake to the turbine-driven pump that is then discharged across the Green River to an 8-inch transmission main routed to the City's existing water storage reservoir.
- A branch on the 6-inch intake also crosses the river in a separate pipe and provides the suction-side supply to an electric motor-driven water pump station on the north side of the river. This pump station discharges into the same 8-inch transmission main as the turbine-driven pump serving the City reservoir.

A report prepared by Penhallegon Associates Consulting Engineers in February 2003 highlighted a series of necessary improvements to the spring source, river crossing, and transmission main to ensure its long-term reliability as a key part of the City's water supply resource. The PACE report recommended improvements to the collection piping network to enhance sanitary protection, a size increase in the pump suction piping crossing the river, replacement of the undersized and maintenance-prone asbestos cement transmission main, and other pump station and security modifications. The condition, capacity, and vulnerability of the existing sway bridge carrying both the turbine-pumped water and the motor-driven pump supply was also an area of concern.

Before embarking on the design and implementation of the springs development project, the City desires to further refine the overall feasibility of using this source and more fully understand the implications of the various river crossing alternatives. The desire to expand the background knowledge base related to the complex issues surrounding use of this source, particularly the time and cost of permit acquisition, is the genesis of this report.

Project Objectives

The objective of this report is to present the key opportunities and constraints affecting the continued use of the spring source and its economic feasibility as a component of the water supply for the City. A detailed feasibility analysis needs to consider all three components of the spring supply: the actual development of the springs and the appropriate points of collection and transmission to the river crossing; the river crossing itself; and the transmission piping from the river to Black Diamond's storage and distribution facilities. The approach and costs for upgrade of the actual springs collection system has been developed in the earlier report. This analysis expands only the latter two of these components, the river crossing and transmission to the City's storage and distribution facilities.

Water Supply Strategy

The approved 2000 Water Supply Plan for the City of Black Diamond and the Engineering Report regarding the water system improvements (currently under review by DOH) establish the desirability of retaining the existing springs source as the primary (if not the major portion of) water supply for the City. The agreement with the City of Tacoma for the balance of the required supply to meet anticipated development will expose the City to significant capital and operating costs for water. The actual cost of water during the summer peak demand period is higher than the winter cost. Given that there is an annual limitation on the total amount of water the City is authorized to withdraw from the springs but a much higher allowed instantaneous withdrawal, it is in the City's best interests to withdraw the annual limit during the period of highest-cost purchased water to minimize the overall annual cost of water. For the purpose of this analysis, the anticipated operating strategy is the withdrawal of the City's certificated annual flow within a 3-month period in the summer. This would result in a continuous flow for that three month period of 1000 gallons per minute.

Non-technical Issues

A number of non-technical issues have the potential to affect the City's decision regarding use of the springs. These include property ownership, permitting, and water rights.

The Black Diamond Springs area is a part of the City of Black Diamond and is within the official city limits even though the area is not contiguous with the rest of the City. In 1974, the City obtained an easement from the Palmer Coking Coal Company for the land on which its electric motor-driven pump station sat. In 1976, the City sold a portion of its owned land to the State of Washington for park and recreational purposes. This portion of the land generally included all land abutting the river on both the north and south sides and included the land around the turbine pump station and the sway bridge carrying the two 6-inch transmission pipes across the river. As a part of this sale, the City retained the rights for access, repair, maintenance, and improvement of its water transmission facilities. Subsequent to this sale, Palmer Coking Coal Company also sold the land on

which the electric motor-driven pump station is located to the State of Washington subject to the existing City easement for pipeline construction and repair.

The City holds two water right certificates for water withdrawn from the springs. One is for 2.93 cfs of nonconsumptive use to run the turbine. The second is for municipal use that limits the annual withdrawal to 551 acre-feet per year (a continuous rate of 350 gallons per minute) and the instantaneous rate to 8 cfs (3,600 gallons per minute). Two prior applications to DOE for changes in the certificate were made in 1990. One of these was a request to change the classification of the source from surface to groundwater to reflect the subsurface nature of the collection method. This was denied. The second request was to change the place of use from the "area served by the City of Black Diamond" to a larger area incorporating a number of adjacent jurisdictions, allowing interties with those jurisdictions and allowing Black Diamond to supply water to them. The DOE examiner also rejected this application. In addition, in both of his reports, the DOE examiner recommended that the average annual rate of withdrawal specified in the certificate remain unchanged but that the instantaneous rate of withdrawal be significantly reduced as a "ministerial error". The examiner's reports contain several values for the proposed lower rate varying from 550 to 700 gallons per minute as the allowed or "perfected" amount. A change in place of use was granted in 1993 based on the examiner's reports and contingent on completion of certain actions by the City prior to 1998. These latter actions were generally not completed.

Several permits and easements will be required for the proposed work. These include a grading permit, shoreline management permit, and one or more easements over properties owned by Washington State Parks and several private landowners. It is likely that a number of wetlands are located on the bench on which the springs sit. The exact location and extent of these wetlands could have an impact on the alternative selected. Any work done within the shoreline management zone (200 feet from the ordinary high water mark) whether at the surface or below would need to be permitted through the Shoreline Management Permit and a would require a Shoreline Permit and Hydraulic Project Approval at a minimum.

Alternative Development

As earlier identified, this analysis considers two of the three actions required to effectively incorporate the springs into the long-term water supply for the City. These are the river crossing and the transmission main to the storage reservoir.

At the outset of this analysis, two alternatives were identified for conveying the collected water at the springs to the north side of the river.

The first of these is the direct replacement of the pipeline from the springs with a pipe of larger diameter along the present route of the existing pipeline. The line would cross several apparent wetlands and would need to be securely anchored as it traverses the steep slope leading down the bluff to the bridge crossing the river. The seismic and

structural integrity of the existing bridge would also need to be verified and corrective construction undertaken to mitigate any identified deficiencies.

The second river crossing alternative would use of trenchless technology to directionally drill the necessary conduit beneath the Green River and avoid the need to navigate the steep slope from the bluff or retain the bridge for water supply purposes. This alternative was recommended in the prior (2003) springs vulnerability report.

During the course of the analysis, two additional alternatives were identified that presented the potential to reduce the overall project cost and complexity. The first of these would be to use an existing abandoned coal mine tunnel that is known to pass beneath the river near the existing bridge crossing. The new pipe could be laid in the tunnel and anchored in place. Access to the ends of the tunnel would be through vertically drilled shafts. During the course of our investigations, it was discovered that the existing mine shaft is more than 250 feet below the ground surface as it crosses the river. This depth is too great to make the tunnel usable as a carrier conduit and this alternative was not considered further.

A second new alternative (briefly mentioned in the hydrogeological report for the earlier springs study) would use an existing air shaft that originally served the closed Gem Seam Second Level Mine and is located on the north side of the river near the existing electric pumping station. The surface opening of this air shaft sits approximately 130 feet north of the river and fifteen to twenty feet above the river water surface and discharges a year-round, continuous water flow estimated to be as much as 1,500 gpm to the river. Because this water appears at a higher elevation than the river, it is not hydraulically influenced by the river and is more likely connected in some way to the existing spring source. If the City's point of withdrawal were relocated to this point, all issues surrounding construction across the steep slope and wetlands and crossing the river would become moot.

Once across the river, conveyance of the water into the City of Black Diamond and its storage reservoirs could be accomplished using either of two routes. The first route is along the abandoned railroad grade along which the existing pipeline is located. The second route is along the existing pipeline and power line road that currently provides access to the electric and turbine pump stations. Under either of these scenarios, the existing pumping station would remain in service. The two routes are shown on Figure 1.

The selection of a pipeline route is essentially independent of the river crossing alternative selected however each route could require a different set of permits and easements and are therefore considered in this feasibility analysis.

Alternative Analysis

River Crossing Alternatives

The conventional river crossing alternative would route the pipe adjacent to the existing 6-inch and 12-inch supply pipes from the springs to the existing bridge and turbine pump station along the route of the existing pipelines across the easement contained in the sale agreement with State Parks. These pipelines would be buried. Near the crest of the steep slope adjacent to the river, the pipelines would be placed on the surface. The pipe would be supported on either gravity or drilled-in anchors as it travels down the slope to the existing turbine pump station and bridge. Exhibit A is a report on the apparent suitability of the existing bridge and the additional tasks required for its reuse to support a larger pipeline.

The trenchless alternative is described in Exhibit B to this report.

Use of the existing air shaft and mine as a conduit to provide water from the springs could be accomplished in several ways. A submersible turbine pump(s) could be inserted directly into the air shaft and discharge to the existing booster pump station. These pumps could also discharge directly to the storage reservoirs, bypassing the existing pump station. The air shaft is about 130 feet from the river. It might be possible to move about 70 feet further from the river and drill a shallow "well" into the air shaft and place the pumps at this point. This latter alternative would have some advantages based on improved wellhead protection and avoidance of a Shoreline Management permit.

Figure 2 is a qualitative matrix comparing the river crossing alternatives. Costs for the alternative sources have not been finalized pending more detailed topographic and wetland analysis.

Pipeline Route Alternatives

The alternate pipeline routes present a trade-off of higher heads versus length and apparent long-term stability. The existing transmission route offers the advantage of a lower head pumping condition. By diverging from the existing route only where it begins its final rise to the existing reservoir, it would be possible to route the transmission main along Botts Road and the Lawson Switch and pump to elevation 850, approximately 115 feet lower than the existing reservoir. On the other hand, the existing A-C transmission main crosses several areas of relatively steep slopes and potential landslides. Such slides, although rare, have been experienced along this route. By selecting the power line road as the preferred route, potentially less risky installation conditions exist. The powerline road route is about 2,200 feet shorter than the present route. This route, however, would require pumping to an elevation of more than 1000 feet in order to traverse the existing terrain adding additional energy costs.

In addition to differences in the length of piping required, the two route alternatives mandate changes in the location of the anticipated corrosion control facilities. The City

has expressed a desire to incorporate the new corrosion control facilities into the existing reservoir site to improve operator efficiency, enhance maintainability and reduce security issues. If the powerline road route is used, placing the corrosion facilities at the existing reservoir would be a less costly approach. The additional operating cost for separated facilities has been included in this analysis.

The alternatives for which costs have been developed are:

1. Replacing the existing 8-inch transmission main along its present route with a 12-inch main discharging to the existing reservoir. Excess flow (beyond that required for the upper pressure zone or to replenish the reservoir) would reverse-flow to the new reservoir using the new force main in a gravity mode. The direction of flow would be controlled by an electrically-operated valve at the new reservoir. The corrosion control facilities would be installed at the existing reservoir.
2. Constructing a new 12-inch transmission main along the powerline road and discharging to the existing reservoir. Flow scenarios would be the same as in Alternative 1 and the corrosion control facilities would also be located at the existing reservoir.
3. Constructing a new 12-inch transmission main along the route of the present 8-inch main but diverging at the existing route's point of departure from the Lawson Switch and continuing along Botts Road to the new reservoir site. The corrosion control facilities would be located at the new reservoir.
4. Constructing a new 12-inch transmission main along the existing powerline road but bypassing the existing reservoir and continuing on to the new reservoir site. The corrosion control facilities would be located at the new reservoir.

POWERLINE
EXISTING

AS
DESIGNED
FIRST TIME

UP + OVER HILL
+ DOWN TO NEW
RESERVOIR

Table 1 compares the pipeline route alternatives.

Table 1
Pipeline Route Alternatives

1.0¢/KWH
1 HR/DAY FOR CORROSION

Alternative	Pipe Length	Pump Head	Capital Cost	O&M Cost	Total
1	11,300 feet	440 feet	\$1,424,000	\$357,000	\$1,781,000
2	9,100 feet	491 feet	\$1,146,000	\$388,000	\$1,534,000
3	13,300 feet	330 feet	\$1,676,000	\$205,000	\$1,881,000
4	11,800 feet	497 feet	\$1,487,000	\$310,000	\$1,797,000

Notes: Capital costs are project costs and are based on 2004 costs.

Operation and Maintenance costs are present worth of annual costs over 20 years at 6%.

- ALL 12" PIPES
- + \$150K FOR BOTTS RD
- ALL BASED ON 1,000 GPM FLOWS

Permit Considerations

Each of the alternatives for improving the Black Diamond Springs involves construction on property not owned by the City and within the permit jurisdiction of other agencies. This will entail the development and recording of appropriate easements for construction and maintenance and permit application to the approving agencies. All of the work anticipated would be completed within either the City of Black Diamond or King County. Property owners include the City of Black Diamond, Washington State Parks, Palmer Coking Coal Company, Weyerhaeuser Company, and _____.

King County

Three key permits that are required by King County are a Grading Permit, a Shoreline Management Permit, and a Public Agency Utility Exception (PAUE). The Grading Permit would be issued to cover construction of facilities along the route of the transmission pipeline. The Shoreline Management Permit would be required for any work within 200 feet of the Green River, essentially all of the work related to the river crossing. It is possible that the mine air shaft is outside of the 200 foot shoreline boundary but this will need to be confirmed by physical-topographic survey. The PAUE would be issued for crossing any wetlands identified between the springs and the river within the easement limits specified by the State Parks sale agreement. A PAUE would also be required for the drilled crossing if wetlands were discovered to exist.

Department of Health

The Washington Department of Health will review any construction documents created as a part of this project because they represent changes to a public water system. In addition, DOH and the City have entered into a compliance agreement that may be affected by changes in the spring source.

Corps of Engineers

The Corps of Engineers will most probably not be involved in this project provided there is no work below the ordinary high water line. The Green River at this location is not a navigable waterway.

Washington State Parks

Washington State Parks now owns the property on which the existing turbine pump station, cable bridge, electric pump station, and air shaft are located. Under the apparent terms of the sale agreement in 1976, the City retains the right to maintain and improve the existing water transmission facilities as required within a specific easement. It is likely that a new easement would be required for either the directional drilled route or use of the existing mine air shaft.

Department of Ecology

The Department of Ecology would become directly involved in the permit process if the water were pumped from the mine air shaft on the north side of the river. This would require a change in the certificate of water right due to a change in the point of withdrawal. Additionally, the Department of Ecology proposes a unilateral change in the

certificate to reduce the instantaneous water right to the perfected amount under the present physical capacity of the pumping and conveyance system. This latter amount would be between 550 and 700 gpm in contrast to the current certificate amount of 8 cfs (approximately 3,600 gpm).

Private Property Owners

At the present time, acquisition of new easements across the private lands are not considered to be materially different for any alternative and have not been examined in detail.

Figure 2						
River Crossing Alternative Comparison						
	Conventional Pipeline/Bridge		Directionally Drilled		Air Shaft	
	Pro	Con	Pro	Con	Pro	Con
Criterion						
Technical Feasibility	Well established construction methods, high level of confidence in results	Difficult to construct on steep face near turbine pump station	Surface disruption controlled and limited	Lack of familiarity with process produces lower confidence level in results	River crossing is eliminated	Water rights transfer is unknown, can no longer use turbine pump
Permits	Regulators understand process	Will require a Shoreline Management permit and associated mitigation, grading permit, Hydraulic Project Approval, PAUE required if wetlands exist that may require HDD or mitigation.		Shoreline Management permit required but potentially limited. PAUE required if wetlands exist but preferred crossing method in such cases.	Could avoid or minimize Shoreline Management Permit	Uncertainty of dealings with DOE for water rights point of withdrawal transfer.
Easements	Existing easements are in place from Washington State Parks for the waterline, bridge, and turbine pump station.	No easements on north side of river. New booster station may be built outside of existing easement granted by PCC in 1973		New easements would be required from Washington State Parks	Easements are much smaller and less sensitive	New easement would be required from Washington State Parks.
Risk		Risks include instability of hillside near turbine pump station, existing bridge susceptible to damage during high floods. Highest risk option.	Because pipe is completely below grade, limited risk of damage from natural events	Moderate risk during construction due to potential loss of drilling fluids	Lowest risk because river crossing avoided.	Turbine pump would be eliminated.
Cost		Could have highest exposure to cost increases depending on stability of slope and suitability of bridge.		Highest Cost	Lowest Cost	

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 08-531, authorizing the Mayor to execute an Interlocal Cooperation Agreement between the City and King County for 2009-2011	Agenda Date: July 17, 2008		AB08-080
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
Cost Impact:	Police –Jamey Kiblinger		
Fund Source:	Court – Kaaren Woods		
Timeline: 2009-2011			
Attachments: Resolution No. 08-531, Interlocal Cooperation Agreement			
SUMMARY STATEMENT: Adoption of this Resolution would continue the City's participation in the King County Community Development Block Grant (CDBG) Consortium and the King County HOME Investment Partnerships Program (HOME) Consortium. The current Interlocal Cooperation Agreement for these two federally-funded programs covers 2006-2008 and it is now time to renew for the 2009-2011 period. The purpose of this Inerlocal Cooperation Agreement is to continue the urban county consortium, for planning the distribution and administration of Community Development Block Grant Funds (CDBG), HOME Program, and other federal funds received on behalf of the Consortium from HUD. Benefits of continuing participation in these Consortiums include: low and moderate income homeowners in the City of Black Diamond can apply for grants or loans to repair their homes, low and moderate income residents who are at risk for homelessness, eviction or foreclosure may be eligible for emergency grants and/or loans to help them remain in their homes or move into permanent housing, nonprofit organizations that serve the City can apply for funds for human service programs that serve low and moderate income residents, the City and affordable housing developers serving the City may apply for HOME funds to support the rehabilitation and preservation of affordable housing within the City as well as apply for HOME funds to help meet locally identified affordable housing needs, including affordable rental housing and first-time homeownership programs plus, the City can participate in the city/county working groups that develops recommendations for the Joint Recommendation Committee (JRC) on specific projects to receive CDBG and HOME funds as well as program guidelines.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-531, authorizing the Mayor to execute an Interlocal Cooperation Agreement with King County regarding the Community Development Block Grant Program.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 17, 2008			

RESOLUTION NO. 08-531

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL COOPERATION AGREEMENT WITH KING
COUNTY REGARDING COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR 2009-2011**

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974, as amended, will make available to King County Community Development Block Grant funds, for expenditure during the 2009-2011 funding years; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chapter 39.34, is to form an urban county consortium (Consortium), for planning and distribution and administration of Community Development Block Grant (CDBG), HOME Program, and other federal funds received on behalf of the Consortium from United States Department of Housing and Urban Development (HUD), and for execution of activities in accordance with and under the authority of the Act; and

WHEREAS, King County and the City are committed to targeting CDBG and HOME Program funds to ensure benefit for very low to moderate-income person as defined by HUD; and

WHEREAS, it is the City's desire to continue participation in the King County Community Development Block Grant and King County HOME Investment Partnerships Program Consortia;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to execute an Interlocal Cooperation Agreement with King County regarding Community Development Block Grant Program for the years 2009-2011 as contained in form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JULY, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

**INTERLOCAL COOPERATION AGREEMENT
REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into by and between King County (hereinafter the "County") and the City of _____, (hereinafter the "City") said parties to this Agreement each being a unit of general local government in the State of Washington.

WITNESSETH:

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the "Act"), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as "CDBG", for expenditure during the 2009-2011 funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development ("HUD"), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, the CDBG Regulations require the acceptance of the consolidated housing and community development plan ("Consolidated Plan") by participating jurisdictions; and

WHEREAS, King County shall undertake CDBG/HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, King County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program", and to cooperate in undertaking HOME Program activities; and

WHEREAS, King County and the participating jurisdictions are committed to targeting CDBG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, King County and the participating jurisdictions recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, King County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chap. 39.34, is to form an urban county consortium, ("Consortium"), for planning the distribution and administration of CDBG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

King County and participating jurisdictions agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities, including the provision of decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate income, through community renewal and lower income housing assistance activities, funded from annual CDBG and HOME Program funds from federal Fiscal Years 2009, 2010 and 2011 appropriations, from recaptured funds allocated in those years, and from any program income generated from the expenditure of such funds.

II. GENERAL DISTRIBUTION OF FUNDS

The annual distribution of CDBG and HOME Program funds for the King County urban county Consortium shall be governed by the following provisions:

- A. The amount needed for administration of the Consortium's CDBG, HOME Program and related federal programs that benefit the Consortium shall be reserved by the County. This amount (hereinafter referred to as the "Administrative Setaside") is contingent upon review by the Joint Recommendations Committee ("JRC"), as provided in Section IV, and approval by the Metropolitan King County Council, as provided by Section V. To the extent that is reasonable and feasible, the County and the Committee shall strive to ensure that some portion of the allowable 20 percent of CDBG for planning and administration remains available for the purposes outlined in II. D. below.

- B. Five percent of the funds available from the CDBG entitlement and program income shall be reserved for the Housing Stability Program, a public service activity in support of homeless prevention and in support of the affordable housing requirements under the implementation of the state Growth Management Act (RCW Chapter 36.70A).
- C. Twenty-five percent of the funds available from the CDBG entitlement and program income shall be reserved for the Consortium-wide Housing Repair program. The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial change in the Consortium's overall funding or in the need for housing repair that justifies an increase or decrease.
- D. The remaining entitlement and program income funds, including any remaining balance of the 20 percent allowable for planning and administration, as well as any recaptured or prior year funds, shall be divided between two sub-regions of the county—the north/east sub-region and the south sub-region. These funds shall be made available on a competitive basis for a variety of eligible activities consistent with the Consolidated Housing and Community Development Plan.
 - 1. The north/east sub-region shall include those cities in the north and east and those portions of unincorporated King County that lie north of Interstate 90. The cities of Mercer Island, Newcastle, Issaquah, and North Bend, which are at or near the Interstate 90 border, along with their designated potential annexation areas, also shall be included in the north/east sub-region.
 - 2. The south sub-region shall include those cities south of Interstate 90 and those portions of unincorporated King County that lie south of Interstate 90, except for the cities of Mercer Island, Newcastle, Issaquah, and North Bend and their potential annexation areas, which are part of the north/east sub-region.
 - 3. The formula for dividing the funds between the two sub-regions shall be based on each sub-region's share of the Consortium's low-and moderate-income population.

III. USE OF FUNDS: GENERAL PROVISIONS

- A. Funds shall be used to support the goals and objectives of the Consolidated Plan.
- B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, Home Program regulations at 24 CFR Part 92, and all other applicable federal regulations.

IV. JOINT RECOMMENDATIONS COMMITTEE

An inter-jurisdictional Joint Recommendations Committee (“JRC”) shall be established.

- A. Composition—The JRC shall be composed of three county representatives and eight cities representatives.
 - 1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.
 - 2. Four of the cities representatives shall be from those cities signing this interlocal cooperation agreement, two from each sub-region.
 - 3. The remaining four cities representatives shall be from cities that qualify to receive CDBG entitlement funds directly from HUD and that are not signing this agreement, but are signing either Joint agreements or HOME Program-only agreements. These latter four representatives shall have no vote on matters specific to the jurisdictions that are parties to this agreement.
 - 4. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members shall constitute a quorum.

- B. Appointments—The King County Executive shall appoint the three county representatives. The participating cities shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Suburban Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Suburban Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.

- C. Powers and Duties—The JRC shall be empowered to:
 - 1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG and HOME Program, including but not limited to the Consolidated Plan and related plans and policies.

2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds and HOME Program funds, including the Administrative Setaside.
 3. Monitor and ensure that all geographic areas and participating jurisdictions benefit fairly from CDBG and HOME Program funded activities over the three-year agreement period, so far as is feasible and within the goals and objectives of the Consolidated Plan.
- D. Advisory Committees to JRC—In fulfilling its duty to review and recommend projects and programs to be undertaken with the CDBG and HOME Program funds, the JRC shall consider the advice of inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committee

V. RESPONSIBILITIES AND POWERS OF KING COUNTY

- A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG and HOME Program funds has responsibility for and assumes all obligations in the execution of the CDBG and HOME Programs, including final responsibility for selecting and executing activities, and submitting to HUD the Consolidated Plan, Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.
- B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.
- C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG and HOME Program Administrative Setasides and appropriation of all CDBG and HOME Program funds.
- D. The King County Executive, as administrator of the CDBG and HOME Programs, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.
- E. The King County Executive shall have authority and responsibility for all fund control and disbursements.
- F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the urban county Consortium. County

Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties in IV. C., above.

- G. King County Executive staff shall have the authority and responsibility to communicate and consult with participating jurisdictions on CDBG and HOME Program policy and program matters in a timely manner.
- H. King County Executive staff shall have the authority and responsibility to convene sub-regional advisory committees made up of representatives from participating jurisdictions in the sub-region, to advise the JRC on the allocation of the sub-regional funds.
- I. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.
- J. King County Executive staff shall solicit proposals, administer contracts, and provide for technical assistance, both in the development of viable CDBG and HOME Program proposals and in complying with CDBG and HOME Program contractual requirements.
- K. King County shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review and assessment in determining whether an Environmental Impact Statement is required.

VI. RESPONSIBILITIES OF THE PARTICIPATING CITIES

- A. All participating cities shall cooperate in the development of the Consolidated Plan and related plans.
- B. All participating cities shall assign a staff person to be the primary contact for the County on CDBG/HOME Program issues. The assigned CDBG/HOME Program contact person is responsible for communicating relevant information to others at the participating city, including any representative the city may choose to send to the sub-regional advisory committee, if that representative is not the CDBG/HOME Program contact person.
- C. At its discretion, a participating city may assign a representative to attend meetings of the sub-regional advisory committee. This representative may or may not be the City's CDBG/HOME Program contact person. It may be the CDBG/HOME Program contact person, a different staff member, an elected official, or a citizen.

- D. If and when a participating city deems necessary or advisable, it may prepare applications for CDBG or HOME Program funds to address the needs of its residents, consistent with the Consolidated Plan.
- E. Each participating city shall obtain its council's authorization for any CDBG or HOME Program application submitted.
- F. All participating cities shall carry out CDBG or HOME Program funded projects in a manner that is timely and consistent with contractual requirements.
- G. All participating cities owning community facilities or other real property acquired or improved in whole or in part with CDBG or HOME Program funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.
 - 1. During the period of the use restriction, the participating cities shall notify King County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG or HOME Program funds. This includes any modification or change in use from that planned at the time of the acquisition or improvement, including disposition.
 - 2. During the period of the use restriction, if the property acquired or improved with CDBG or HOME Program funds is sold or transferred for a use which does not qualify under the applicable regulations, the participating city shall reimburse King County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME Program funds).

VII. RESPONSIBILITIES OF ALL PARTICIPATING JURISDICTIONS

- A. All participating jurisdictions shall be considered to be those jurisdictions that have signed this Agreement.
- B. All participating jurisdiction shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described in Section VIII below.
- C. Each participating jurisdiction or cooperating unit of general local government certifies that it has adopted and is enforcing:
 - 1. a policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. a policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.
- D. Pursuant to 24 CFR 570.501(b), all participating units of local governments are subject to the same requirements applicable to subrecipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions pertaining to: statement of work; records and reports; program income; uniform administrative items; other program requirements; conditions for religious organizations; suspension and termination; and reversion of assets.
 - E. All participating units of local government understand that they may not apply for grants under the federal Small Cities or State CDBG Programs that receive separate entitlements from HUD during the period of participation in this Agreement.
 - F. All units of local government participating in the CDBG urban county consortium through this interlocal cooperation agreement understand that they are also part of the urban county for the HOME Program and that they may not participate in a HOME Program consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
 - G. All participating units of local government hereby agree to affirmatively further fair housing and to ensure that no CDBG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section V(A) of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports.
 - H. Participating jurisdictions undertaking activities and/or projects with CDBG funds distributed under this Agreement shall retain full civil and criminal liability as though these funds were locally generated.
 - I. Participating jurisdictions retain responsibility in fulfilling the requirements of the State Environmental Policy Act under which King County has review responsibility only.

VIII. GENERAL TERMS

- A. This Agreement shall extend through the 2009, 2010 and 2011 program years, and shall remain in effect until the CDBG funds, HOME Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this agreement or elects not to participate in the new qualification period by the date set forth by the United States Department of Housing and Urban Development in subsequent Urban County Qualification Notices. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds or HOME Program funds is disposed of or used in accordance with federal regulations.
- B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.
- C. It is understood that by signing this Agreement, the City shall agree to comply with the policies and implementation of the Consolidated Plan.
- D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, the Americans with Disabilities Act of 1990, and other applicable laws.
- E. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
- F. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement. The City and the County also agree to adopt any amendments to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit such amendment to the United States Department of Housing and Urban Development. Failure to adopt such required

amendment shall void the automatic renewal of the Agreement for the subsequent qualification period.

- G. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

CITY OF _____

for King County Executive

By: Signature

Jackie MacLean

Printed Name

Printed Name

Director, Department of Community and
Human Services

Title

Title

Date

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF _____
CITY ATTORNEY

City Attorney

ATTEST:
CITY OF _____

City Clerk

